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When Recorded Please Return to:
Incline Property Management
876 Tanager
Incline Village, NV 89451

ASPEN WOODS
HOMEOWNERS' ASSOCIATION

RULES AND REGULATIONS

June, 1995

BK 4601PG0123

**ASPEN WOODS HOMEOWNER'S ASSOCIATION
RULES AND REGULATIONS**

JULY, 1995

These Condominium Rules and Regulations are adopted for the benefit of the Owners of Condominiums at Aspen Woods. They are intended to assure the peaceful enjoyment of Aspen Woods, and to contribute to preserving the clean, attractive, natural environment. They are intended to protect and enhance the value of the Owners' property and are not designed to unduly interfere, restrict, or burden the use of the property.

All residents of Aspen Woods, Owners, tenants, guests, lessees, and visitors are required to abide by these Rules and Regulations. Owners are responsible for all acts of their tenants, guests, lessees and visitors; and any penalties authorized hereunder may be assessed against the responsible Owner.

1. **COMMON AREA.** Outdoor Common Area, such as grounds and driveways, shall be used only for purposes of access except for those temporary activities which may be approved by the Board from time to time. No use of the Common Area shall be conducted so as to do damage, increase the maintenance, or cause increase of the rate of insurance on any part of Aspen Woods, or so as to disturb other people.
2. **RESIDENTIAL USE.** Condominiums shall be used for residential purposes only.
 - A. Nothing in this Document shall prevent an Owner from renting or leasing his/her Condominium.
 - B. However, any lease or rental agreement shall be in writing.
 - a. Any Tenant shall abide and be subject to all provisions of the Declaration, the Articles, the Bylaws, and the Rules and Regulations.
 - b. Any lease or tenant agreement must specify that failure to abide by such provisions shall be a default under the lease and rental agreement.
 - C. No owner shall rent or lease his/her Condominium for hotel purposes.
 - D. No unit shall be divided into two or more separate apartments or subdivided in any manner.
 - E. No Owner shall lease less than the entire Condominium.
3. **PERSONAL PROPERTY:**
 - A. When not in use, bicycles, sporting goods, toys and other personal articles and equipment must be kept within the unit so as not to be exposed to the view of other Owners.

- B. Owners are to keep garage doors closed at all times when not in use.
- C. Owners shall be responsible to keep the common area around their area clear and free from any unsightly objects and from noxious or offensive odors.
- D. Aspen Woods maintenance personnel are authorized to pick up and remove personal articles, and if not claimed in one week to impound such articles and charge appropriate storage fees.

4. DECKS.

- A. No clothes, linens, signs, television antennas, refuse, air conditioning equipment, or similar materials or equipment shall be hung or shaken from windows, placed on window sills, hung on or draped from a balcony, or railing or otherwise left or placed in such a way as to be exposed to the view of other Owners without the prior written consent of the Board.
- B. Outdoor clotheslines or other outdoor clothes drying and airing facilities are not permitted in Aspen Woods.

5. COMMON AREA IMPROVEMENTS.

- A. Improvements, maintenance, repair, and landscaping of the Common Area shall be done only under the directions of the Board and shall be treated as a common expense item;
- B. Except that repair of damage caused by unreasonable use or unauthorized alterations of the Common Area shall be assessed whenever possible to the Owner responsible for such use or alteration.

6. EXTERIOR BUILDING REPAIRS OR MODIFICATIONS. No individual building shall be painted or repainted on the exterior or any construction done to alter or repair the exterior structure without prior written approval of the Board. All Contractors shall have Liability Insurance and current Nevada S.I.I.S. and copies of same be on file with the Management Office prior to beginning of construction.

7. PARKING.

- A. Unless otherwise permitted by the Board, no automobile shall be parked or left within the Project other than within a parking stall or space.
- B. No boat, trailer, recreational vehicle, camper, truck, or commercial vehicle shall be parked or left within the Project other than in a parking area designated by the Board for the parking and storage of such vehicles.
 - a. Parking by commercial vehicles for the purpose of ~~Aspen~~

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making deliveries shall be permitted in accordance with the Rules and Regulations. Such parking and storage shall be restricted to paved areas only.
(CC&R 3.6)

- C. No recreational vehicles, boats, or trailers are permitted in the Common Area except those that are kept inside garages with the garage doors fully closed.
 - D. Portions of the Common Area driveways are for the use of Owners on an equal basis. It shall be the responsibility of each Owner to allow maximum ease of pedestrian and vehicular ingress and egress over driveways by prohibiting vehicle parking in any area other than on those parts of driveways which are designated as Limited Common Area for the exclusive use of the Owner of the appurtenant Unit.
 - E. No Garage shall be altered to as to interfere with the accommodating of two full sized passenger vehicles.
 - F. The Board of Directors has the power to impose fines and/or to tow vehicles found in violation of the parking rules, at the expense of the responsible Owner.
8. **REPAIR OF VEHICLES.**
- A. No servicing or repairs to vehicles on the Common Area is permitted.
 - B. Any vehicle not in running condition and left unattended for more than forty eight hours will be towed from the common area at the expense of the responsible Owner.
9. **RECREATIONAL VEHICLES.** No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area while located on the Project.
10. **PETS.** All Pets brought on the project must be kept under control by their owners, so as to cause no undue noise, nor nuisance to others. Owners are responsible for removing any litter on the project cause by their pets.
11. **FIREARMS.** The use of all firearms, air rifles, or pistols is strictly prohibited on the Project.
12. **SPEED LIMIT.** The maximum speed limit on Common Area driveways is five (5) miles per hour.
13. **LAWS.** Federal, State, County and Local Laws shall be enforced.

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14. CONSENT OR APPROVAL. Any consent or approval of the Board given under these rules shall be revocable at any time.
15. DELEGATIONS OF DUTIES. The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approval permissions and fines under these Rules to the Manager.
16. REVISION OF RULES. These Condominium rules and Regulations may be revised at any time by the Board as conditions warrant provided a written communication is sent to each Owner advising him/her of the change.
17. COMPLAINTS.
Complaints of violations of the Rules and Regulations should be made in writing to the Manager.
- a. If the complaining Owner is not satisfied with the result of such complaint, he should forward a copy of his written complaint to the Board of Directors for further action.
 - b. If the Board feels the complaint is justified, it will take whatever action it deems necessary.
 - c. The Board will supply the complainant with a written notice of its decision.
18. FINES.
- A. The first note of violation will be sent by Register Mail to the Owner and Tenant if applicable.
 - B. Fines will be effective ten (10) days after date of mailing unless the violation is corrected within the ten days.
 - C. Violation of these rules will result in a fine of twenty five (25) dollars per day.
 - D. Recurring violations will be subject to immediate fines without further notification.
 - E. Fines will be levied for each occurrence of a violation.
 - F. Fines shall become an assessment against the Unit, and appear on the next monthly statement.
 - G. Failure to pay such fine shall be deemed nonpayment of an assessment and pursued the Association under the Lien/Sale provisions of N.R.S. 117.
19. APPEAL PROCESS.
- A. Owners who wish to appeal a fine may do so by providing written notice of their intent to appeal to the Board.
 - a. With actual payment of the fine.
 - b. Failure to pay the assessed fine results in a waiver of the right to appeal.

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- B. If the appealing party is successful, fine moneys previously deposited shall be returned to him/her or otherwise credited to his/her account.
- C. Said notice of appeal shall be filed within thirty(30) days following receipt of the notice of violation, and the appeal presented to the Board at the next regularly scheduled meeting of the Board.

Secretary *Bill Newman*
 Bill Newman, Secretary

 PATRICIA GLENN
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 No: 95-1138-2 - EXPIRES NOV. 3, 1999

Patricia Glenn
June 10, 1996

State of Nevada
 County of *Washoe*
 This instrument was acknowledged before me on *June 10, 1996* (date)
 by *Bill Newman* (name of person)
 (Notary stamp) *Patricia Glenn*
 (Signature of notarial officer)

 PATRICIA GLENN
 Notary Public - State of Nevada
 Appointment Recorded in Washoe County
 No: 95-1138-2 - EXPIRES NOV. 3, 1999

BK 4601 PG 0128

ASPEN WOODS HOMEOWNERS ASSOCIATION LANDSCAPE RULES AND POLICIES

1. All small plantings of any type of flowers and/or small shrubs by the individual condominium owner must be approved by the Landscape Committee. Owner shall submit request in writing to the Committee and the Committee shall notify the Owner within three (3) weeks of request of approval or denial.
 - a. All flowers and/or small shrubs shall be planted inside of three (3) feet of the outer parameters of the Owners's Unit.
 - b. All flowers and/or small shrubs shall be of a type common to the Lake Tahoe Area and environs.
2. The planting of any size tree and/or larger shrubs, such as hedge-type shrubs, by the individual condominium Owner must be approved by the Board. Owner shall submit request in writing to the Landscape Committee which shall recommend/not recommend to the Board. Final approval/denial shall be made the Board. The Board will notify the Owner within one (1) week of the following Board Meeting.
3. The individual Owner must at all times keep flower beds weeded, cleaned and maintained. Small shrubs must be kept pruned and trimmed.
 - a. In the event any plantings are not kept well maintained, the Committee, at its sole discretion, may authorize the Management Company to perform such work as the Committee deems necessary and the cost of such work shall be billed to the Owner. Such charges shall be due with the next monthly dues statement.
 - b. The Committee shall authorize such work be done for any Owner a total of three (3) times. Upon the fourth occurrence, Owner shall be notified to remove the flowers and/or small shrubs that have been neglected and return the area to its original condition.
 - c. Owner, at his/her own expense, shall complete any removal as required within a period of two (2) weeks of receipt of notification of removal.
 - d. In the event Owner fails to comply with the requested removal within the prescribed time, the Committee shall authorize such work to be done and Owner shall be billed for all pertinent expenses with the next monthly dues statement.
4. In the event that the Property Management Company under contract to the Aspen Woods Homeowners Association reports increased maintenance costs due to any plantings by individual Owners, the excess costs shall be charged to that Owner and additional charges shall be due with the next monthly dues statement.

5. In the event any tree or large shrub planted by an individual Owner dies and requires removal, Owner shall have such removal made within one (1) month of notification by the Committee.

a. The Committee may be authorize any removal not done in a timely manner by the Owner.

b. The cost of such removal shall be the Owner's responsibility and shall be charged to Owner with the next monthly dues statement.

6. At such time that any Owner sells his/her unit he/she must supply his Buyer with a copy of these rules and the Buyer must send a signed copy the Board acknowledging responsibility under these rules.

a. If the Board has not received a signed copy from the Buyer at the time monthly maintenance fees become his responsibility, the Committee shall have the right to authorize removal of all plantings and work to return such areas to their original condition.

b. Buyer shall be responsible for all removal and reconditioning charges and the costs added to his next monthly dues statement.

7. In the event an Owner does not pay any charges incurred under these rules in a timely manner, the Board, in its sole discretion, shall have the right to place a lien against the property which shall remain in force until all charges are paid in full.

8. At the following Board Meeting, the Committee shall notify the Board of any actions taken.

State of Nevada

County of Washoe

On July 13th, ~~19~~ ²⁰⁰⁰, Milton Baehr personally appeared
before me,


_____ who is personally known to me

_____ whose identity I proved on the basis of NV DL

_____ whose identity I proved on the oath/affirmation of

_____, a credible witness

to be the signer of the above instrument, and he/she acknowledged that he/she signed it.

 LISA ANNE KANE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No. 97-1349-2 - Expires April 22, 2001

(Seal)

Lisa Anne Kane
Notary Public

My commission expires 4-22-01

DOC # 2464826

07/18/2000 01:42P Fee:8.00

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Requested By
INLINE PROPERTY MANAGEMENT

Washoe County Recorder
Kathryn L. Burke - Recorder
Pg 2 of 2 RPT 0.00



WHEN RECORDED MAIL TO:
ASPEN WOODS H.O.A.
46076 Tanager
Incline Village, NV 89451

ASPEN WOODS HOMEOWNERS' ASSOCIATION
AMENDMENT TO THE RULES AND REGULATIONS
DATED JULY, 1995

The rules and regulations of the Aspen Woods Homeowners' Association recorded as Document #BK4601PG0128.

18. FINES.

- A. The first note of violation will be sent by Registered Mail to the Owner and Tenant, if applicable.
- B. Fines will be effective ten (10) days after date of mailing unless the violation is corrected within the ten days.
- C. Violation of these rules will result in a fine of twenty-five dollars (\$25) per day.
- D. Recurring violations will be subject to immediate fines without further notification.
- E. Fines will be levied for each occurrence of a violation.
- F. Fines shall become an assessment against the Unit, and appear on the next monthly statement.
- G. Failure to pay such a fine shall be deemed nonpayment of an assessment and pursued by the Association under the Lien/Sale provisions of N.R.S. 117.

CHANGE C: TO \$50.00 PER DAY.

ADD SECTION "H", APPEAL PROCESS:

- H. Appeal Process: Owners who wish to appeal a fine may do so by providing written notice of their intent to appeal to the Board of Directors via the Managing Agent. Said notice of appeal shall be filed within thirty (30) days following receipt of the notice of violation, and the appeal presented to the Board at the next regularly scheduled meeting of the Board of Directors.

President


Milton Baehr

Date

7/13/00

