



## *Bitterbrush II Rules and Regulations*

*Board Approved: November 21, 2008*

*Mailed to Owners: December 5, 2008*

*Rules and Regulations are intended to preserve the safety, appearance and enjoyment for all Bitterbrush II homeowners, occupants and visitors and to protect the common areas from damage and abuse. Please read and observe these House Rules. All renters must receive a copy of these House Rules at the time of renting, and indicate their understanding by signing a copy and returning the signed copy to the current management company (Associated Management, Inc). Violations of the Rules and Regulations, by homeowners or their guests/renters could result in the responsible homeowner being cited and fined.*

**Emergency Fire/Rescue, Sheriff: 775-831-0351 and Ambulance: Dial 9-1-1**

**Washoe County Sheriff, Incline Substation: 775-831-4110**

**Associated Management: 775-832-0888 – 24 hour emergency: 775-831-7440**

**Fire Alarm Company – Burgarello: 775-359-1233**

**Incline Village Community Hospital : 775-833-4100**

**Waste Management/Recycling (Independent Sanitation): 775-831-2971**

### **ARCHITECTURAL STANDARDS**

**Prior authorization** must be obtained in writing from the Bitterbrush II Architectural Review Committee (ARC) before any modification, additions, or changes are made to the exterior of the units or the common areas. If prior approval is not obtained a citation, fine and removal (at the owner's expense) of the addition or modification will result.

Installation of a screen door on your back fire escape exit door is allowed if the design and color (black or dark brown) blend with the color scheme of the building. This is the only exception to not having ARC approval prior to installation.

No new hot tubs on the decks will be approved. The six units with existing hot tubs will be grandfathered as long as they meet the standards set out in the Bitterbrush Hot Tub Policy which was approved at the January 3, 2003 HOA meeting.

### **ASSESSMENT COLLECTION POLICY**

Regular monthly assessments must be paid in advance and are due on the first of each month. A late charge of \$25 after 30 days will be added to each monthly assessment that is not paid in full by the 30<sup>th</sup> of the month in which the assessment is due. Any collection costs including lien and foreclosure costs will be charged to the owner.

The collection procedure is as follows:

Over 30 days	Late Notice, \$25.00 fee
Over 60 days	Letter to Pay or go to collections
Over 90 days	To Collection. Collection to send 10-day to pay or lien letter

### **DECKS, OUTSIDE DRYING, STORAGE AND USAGE**

- No charcoal BBQ grill/appliance(s) usage is permitted on decks. Consult local ordinances regarding the use of other outside cooking appliances.
- No firewood storage on decks.
- Outside drying of clothing, rugs, towels, etc. is prohibited
- Bicycles, sporting goods and toys should be kept in garages and not on the decks.
- Storage of items in an open carport shall not create an eyesore or a hazard.
- Gas heater lamps must be UL Listed. Lamps cannot be placed under an overhang, per Fire Department. All manufacturers' requirements must be followed. Many heat lamps require a 10 foot clearance from wood siding or other combustible material, which makes them unacceptable for Bitterbrush decks. ARC approval is required if lamps are requested as a permanent fixture.

### **ENFORCEMENT OF ASSOCIATION DOCUMENTS**

The Bitterbrush II Board of Directors has the power to enforce these Rules and Regulations to the full extent of the CC&R's and By-Laws, and to the full extent of the Nevada Revised Statutes NRS 116.3102.

The powers of the Bitterbrush II Board of Directors, as stated in the CC&R's and the By-Laws, are not in any way limited by these Rules and Regulations.

Per Nevada Revised Statutes NRS 116.3102 (m) the Association may impose reasonable fines for violations of the governing documents of the association. The Board of Directors may levy penalties against any homeowner who violates the Rules and Regulations. The homeowner is also responsible, and will be fined for, violations of their guests and/or tenants. The enforcement policy is as follows:

### **FINES/VIOLATIONS/HEARINGS**

A. **FIRST OFFENSE:** A written warning stating that the Board has the right to take corrective measures and assess the violating owner for any and all costs if the violation is not promptly remedied.

B. **SECOND OFFENCE AND/OR UNRESOLVED VIOLATIONS:** The unit owner will be assessed a fine of up to \$100.00 after the owner has been given an opportunity to request a hearing. No fines will be imposed until the violating owner has had an opportunity for a hearing.

C. **HEALTH AND SAFETY VIOLATIONS:** In some cases, health and safety issues will require an

immediate response. In this case, an attempt will be made to immediately contact the violating owner. If the violating owner is unavailable, steps may need to be taken by the Association to correct the situation, and actual costs for correcting may be billed to the violating homeowner. Each health and safety violation will be evaluated on a case by case basis to determine fine amounts depending on the severity of the violation.

If at the hearing the violation is confirmed, or if you choose not to attend the hearing then a fine of up to \$100.00 will be assessed. If a fine is imposed and the violation is not cured within 14 days, or within any longer period that may be established by the board, the violation shall be deemed a continuing violation. Thereafter, the board will impose additional fines of up to \$100.00 for the violation for each seven (7) day period or portion thereof that the violation is not cured. Any additional fine for a continuing violation may be imposed without notice and an opportunity to be heard. In addition, the Board may also choose to have the HOA correct a violation at the expense of the owner.

### **FIRE ESCAPES/CATWALKS**

No storage of any kind is permitted on the fire escapes, stairs leading to fire escapes or exterior catwalks. Violators will be reported to and cited by the Fire Marshall. Fire escape catwalks are to be used only in an emergency.

### **FIRE EXTINGUISHER AND SMOKE DETECTORS**

All units will have accessible and operating fire extinguishers in the kitchen. Units without builder installed smoke detectors will have such detectors installed and maintained in appropriate areas on each floor.

### **FLAG**

Per NRS 116.320 Right of units' owners to display a flag of the United States in certain areas, U.S. Flags will be displayed in a manner that is consistent with the Federal Flag Code. Flags not displayed in this manner are prohibited.

This display should not obstruct any views of your neighbors and should be limited to one flag.

“Display of the flag of the United States” means a flag of the United States that is:

- (a) Made of cloth, fabric or paper;
- (b) Displayed from a pole or staff or in a window; and
- (c) Displayed in a manner that is consistent with 4 U.S.C. Chapter 1.

The term does not include a depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding or any other similar building, decorative or landscaping component.

Decorative flags are allowed as long as they do not obstruct views.

### **GARAGE SALES**

Not permitted anywhere in the complex.

## **GARBAGE, RECYCLING AND FIREPLACE ASHES**

All garbage and trash will be bagged, placed in a covered container and placed on the roadway, in front of your unit prior to 8:00 a.m. on Thursday morning only. Trash containers (maximum size of 32 gallons) should be returned to your garage or carport by Thursday evening. Trash may not be left in front of units prior to the Thursday pick up day due to animals getting into the garbage and high winds blowing the cans about the complex. When this happens, the cost is passed on to the association and this affects all of us. If the management company is needed to clean up garbage overturns or animal entries into garbage, the resulting cost will be billed back to the homeowner. Homeowners who continue to violate this policy will be cited and fined.

Independent Sanitation is open six days a week for trash drop-off. Week day hours are 8:00 a.m. to 4:30 p.m. and Saturday hours are 8:00 a.m. to noon. They will accept one or two bags of household trash free of charge, provided you have some proof that you are a resident of Incline Village (a utility bill or IVGID ID card). Independent Sanitation is located at 1076 Tahoe Blvd, next to the former Ponderosa Ranch complex.

If your unit has a wood burning fireplace, ashes should not be left on decks or placed in trashcans without being securely bagged and placed in a non-combustible container.

Recycling is picked up on alternate Monday mornings. Containers, instructions and schedules are available from Incline Sanitation. Recycling containers should be placed in front of your unit on Monday morning and removed that same evening.

## **NUISANCES/EXCESSIVE NOISE AND QUIET HOURS**

Orderly and non-offensive activity should be maintained at all times throughout the complex. No loud noise, external speakers, horns, bells, other sound devices, noisy or air polluting vehicles or large power equipment is allowed. Excessive noise, regardless of the time of day is not permissible.

Specific quiet hours are from 10:00 p.m. to 8:30 a.m. weekdays and 11:00 p.m. to 8:30 a.m. weekends and holidays. Respect your neighbors and be mindful of excessive noise at all times.

## **PARKING AREAS, ROADWAYS, AUTOS, TRAILER, CAMPER, BOAT AND RV**

Vehicles parked in violations of any of the parking rules of the Association will be subject to towing at the vehicle owners expense and/or fines to the unit owner's account.

Call Incline Village Fire Department (775-831-0351) or the Sheriff's Department (775-831-0351) to report any car that is blocking a fire hydrant or is blocking emergency vehicle access. The vehicle will be towed at the owner's expense.

Owners, guests and renters will obey the posted speed limit (15-mph) at all times.

"No Parking" signs are to be obeyed at all times.

No skateboard or roller blade allowed at any time.

The Fire Department has designated a twenty foot road clearance as "**emergency access**"; therefore, no parking is permitted at any time between the red line in front of each unit to the red line beside the edge of

the roadway or guardrail. Any vehicle parked on the guardrail side of the road over the red line into the roadway is parked illegally and will be lawfully cited, fined and towed at the owners' expense.

In most cases yellow striping indicates where parking is permitted.

Any open parking area is the property of the entire BBII complex and shall not be reserved, coned, marked, or roped off in any manner. This limited parking area is available to all BBII homeowners, their guests or renters and shall not be for the exclusive use for any individual homeowner. Owners should utilize the parking spaces that were a part of their unit (i.e. garage or garage and carport.) Vehicles must not be "stored" in the parking areas longer than 72 hours.

Parking for loading and cleaning is allowed; however, due to the limited road and parking space available, any trailer, camper, RV or boat parked for longer than 24 hours will be considered "stored" and with proper notification will be towed at the owner's expense.

Homeowners are to have no more than two cars on Association property, plus two guest cars. Only two guest cars per unit are allowed overnight. Vehicles left in guest parking spaces without being moved for 48 hours will be considered abandoned, and will be towed at the owner's expense. Renters may have no more than two cars per rental unit.

Parking is prohibited within the Bitterbrush II project for campers, boats, trailers, and recreational vehicles. Unlicensed and/or unregistered vehicles are not permitted on Association property.

No vehicle shall be parked in such a manner as to impede or prevent ready access to another owner's garage, driveway, or any other designated parking area. Impeding can result in the vehicle being towed at the owner's expense.

Garages are for cars. Within garages, storage of non - hazardous items is permitted, providing ample space remains available for a car.

Garage doors must be kept closed when not in use.

### **PETS**

Owners and long-terms renters (in excess of 30 days) are allowed to keep pets at the complex. Short-term renters (less than 30 days) are not permitted to have pets in the complex. Homeowners who violate this policy will be cited and fined.

The number of pets shall not exceed Washoe County's code standards.

Pets are not permitted to cause or create a nuisance or disturbance to other homeowners.

All pets must be leashed when in common areas for safety reasons. Owners will be responsible for clean up after their pets. Owners who violate the rules are subject to a fine.

### **RENTAL UNITS**

Owners will be held responsible for the behavior of their renters. A copy of the Bitterbrush II House Rules will be posted in each rental unit in addition to requiring each renter to sign a copy of the House Rules when they sign a rental agreement.

The owner of any unit rented for 30 days or more will advise the Bitterbrush II current management company (Associated Management, Inc.) of the names of renters, contact information, name of rental company, including phone number and acting agent, and the terms of the rental agreement.

### **SATELLITE DISHES**

Satellite dishes are permitted if they do not exceed 18” and are not placed on the roof of a unit. The owner has approval to place the satellite dish on the outside wall in between the two units as long as it does not create a nuisance. Any other placement needs Architectural Review Committee/Board approval. Any damage to the common area due to the placement of the dish is the responsibility of the owner. The wire connection from the dish to the junction box must be placed in such a manner as to be concealed from public view. Cabling should be placed in conduit or concealed under wood trim that is not obtrusive to the architectural décor of the building. All conduit and/or trim shall be painted to match the exterior of the building. Discreet placement of your dish will be appreciated. Dishes should not obstruct the view from other unit owners. Placement on the wall is preferred.

The below satellite policy was created using the guidelines of the FCC:

Any dish installed must be 18” or less in diameter. Larger dishes are not permitted.

Dishes and related wiring may not be installed on any common area (other than limited common area) without the express written permission of the Association. Common area includes the roofs and siding.

Dishes may only be installed on areas limited to the exclusive use of a unit (restricted common area). Association permission is not required for installation on a deck. The Association reserves the right to require the dish be painted to match the building, provided such painting does not inhibit reception.

Installation must conform to all applicable building codes, and local, state, and federal laws. Installation must be done by a licensed and insured contractor. The Association assumes no liability for any damages or costs associated with the dish, and owners agree to hold the Association harmless, and indemnify and defend the Association from any and all situations arising from the dish installation and use.

The intent of these regulations is to minimize the visual impact of the dishes, not to interfere with the receiving of a telecommunications signal.

### **VEHICLE STORAGE AND REPAIRS**

All vehicles must have current license and registration.

Non-operative vehicles will be considered abandoned and will be towed at the owner’s expense.

No servicing or repairs to vehicles on the common area is permitted.

**BITTERBRUSH II ASSOCIATION**

*Professionally Managed by:*

Associated Management Inc.

Mail: 5955 Tyrone Road, Suite #1, Reno, NV 89502

Local: 931 Tahoe Blvd, Suite 2, Incline Village, NV

Phone: (775) 832-0888; Fax: (775) 832-0922; Website: www.amiusa.net

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**RENTERS OF BITTERBRUSH II  
CERTIFICATION OF UNDERSTANDING  
(rev 11-21-08)**

Renters are required to sign and return this form to the management company certifying that they have received, understand, and will adhere to the Rules & Regulations. It is the unit owner's responsibility to make sure that the signed form is submitted to the management company timely.

I/We ,(please print all tenants name(s)):

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

HEARBY CERTIFY THAT I/WE HAVE READ THE BITTERBRUSH II ASSOCIATION RULES AND REGULATIONS, THAT I/WE UNDERSTAND THESE RULES AND REGULATIONS, AND THAT I/WE WILL COMPLY WITH THESE RULES AND REGULATIONS. I UNDERSTAND THAT FINES MAY BE IMPOSED FOR VIOLATIONS.

BITTERBRUSH II UNIT # \_\_\_\_\_

**TENANTS SIGNATURES:**

Tenant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Name: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
UNIT OWNER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RENTAL AGENT SIGNATURE

\_\_\_\_\_  
DATE