

Bitterbrush Homeowners' Association

Rules and Regulations

These Condominium Rules and Regulations are adopted for the benefit of the Owners. They are intended to contribute to preserving the clean, attractive, natural environment and to assuring the peaceful enjoyment of the condominiums. They are also intended to protect and enhance the value of the owner's property. They are not designed to unduly interfere, restrict, or burden the use of the property.

1. FINES: Owners are responsible and liable for all actions of their tenants and guests. Any expenses incurred by the Association as a result of any action by the owner's tenants and guests will be billed directly to the owner. For your protection, please post these rules in a conspicuous place within your unit.

These fines are as follows:

Violation of any rules: First offense - warning to owner and tenant. Second offense, and any violation thereafter - \$50.00 fine levied for each violation ten (10) days after notice to correct is given by certified mail. A \$100 fine will be levied every ten (10) days thereafter until the violation is corrected.

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property, for violation of any duty imposed under the Declaration of Covenants, Conditions and Restrictions, the By-Laws and any Rules or Regulation adopted by the Board or the members. The failure of the Board to enforce any of those duties shall not be deemed a waiver of the right of the Board to do so thereafter.

The Board shall not impose a fine (a late charge shall not be considered a fine) unless and until the following procedure has taken place:

- a. Notice: In the event a rule or restriction is violated, the Board or Manager shall serve the owner with written notice of the violation and order the owner to comply with the rule or restriction alleged to have been violated. If the violator is a lessee, guest, business invitee or employee of the owner, the owner shall nonetheless be responsible and the owner shall be the one to whom the notice of violation and demand to comply shall be directed.

If, after service of the first notice of the violation and demand to comply, the violation continues or recurs, the Board shall cause to be served upon the responsible owner a written notice sent by certified mail which notice shall contain the following:

- 1) The nature of the alleged violation.
- 2) The proposed sanction to be imposed.
- 3) A statement that the owner may challenge the fact of the occurrences of the violation, the proposed action, or both.
- 4) The name, address and telephone number of a person to contact to challenge the proposed action.

- 5) A statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the date of the notice.

If a challenge is not made, the sanction shall be imposed not less than ten (10) days from the date of the notice.

- b. Hearing: If the owner challenges the proposed action within the time period allowed, a hearing before the Board shall be held in executive session affording the owner a reasonable opportunity to be heard. The hearing shall be set and notice of the time, date (which shall not be less than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the owner. Prior to the effectiveness of any sanction thereunder, proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the and manner of delivery, is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the owner appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed, and a copy thereof shall immediately be mailed to the owner.
- c. Additional Enforcement Rights: Notwithstanding any other provisions to the contrary, the Association may elect to enforce any provisions of the Declaration, By-Laws or any Rule or Regulation by self-help (specifically including, without limitation, the towing of any vehicles that are in violation of parking regulations) or by suit in law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth above.

2. PARKING: Parking is only permitted in your respective assigned slots. Vehicles parking in unauthorized areas will be towed at the owners expense.

The Guest Parking area is for guests or service personnel ONLY! This area is located below unit #11. It is the ONLY guest parking area! Each unit is limited to the use of one guest parking slot at a time. Additional cars must be parked off the premises. Guest parking is limited to a 3-day continuous usage period.

Cooperative Parking arrangements are strongly encouraged. If a party has authorization to use the assigned parking slot of another owner then a note of authorization should be displayed in the windshield of the car so that it may be read from outside the car. Otherwise, it will be assumed authorization does not exist and the car may be removed at the owner's expense (if the car owner is a guest then the owner of the unit where the guest is visiting is responsible).

Service Personnel Parking is limited to the Guest parking area or parking in an assigned slot of the Owner requesting the service. The same Owner is responsible to see that the Service Vehicle is parked in a proper slot (proclaimed ignorance is not acceptable).

Campers and Vans are prohibited if used as a dwelling unit.

Motor homes, House Trailers, Boat Trailers, Boats and all other Trailers may not be parked on the premises.

No PARKING in the FIRE LANES (the main roadway) at any time! Violators will be towed.

3. **PETS:** Renters are not allowed to have dogs, cats or other large animals in the units or on the common grounds. Owners are allowed to have reasonable pets (small dogs, cats) in their units if they do not cause any disturbance to other owners. All pets must be on a leash at all times when outside a unit and must be walked off the property to perform biological functions. The pet's owner is responsible to remove any pet waste.

4. **BBQs and FIRE SAFETY:** No open fires are allowed. BBQs are allowed however, no fire starter fluids are allowed (electrical starters may be used for charcoal fuel BBQs). Propane fueled BBQs are preferred.

5. **QUIET - PLEASE!:** The owners come here for rest and tranquility. Loud noises, loud parties or gatherings, tuned up vehicles, loud sound systems, etc. will not be tolerated! QUIET must be observed between the hours of 10 p.m. and 9 a.m.! Complaints regarding noise should be brought to the attention of the sheriff's office at 831-4110.

6. **SPEED LIMIT:** The maximum speed limit is 15 MPH! Your cooperation will encourage the myriad of other users of the roadway to comply with the posted speed limit and thereby greatly mitigate the serious road safety problem that exists.

7. **GARBAGE:** Containers must be kept in the closet area provided at each unit. Rental units must be checked within 24 hours of the departure of renters and within 24 hours of scheduled trash pickup times.

8. **STORAGE:** The car port areas may not be used for open storage.

9. **WINTERIZING UNITS:** Each owner is responsible to prepare their unit for Winter conditions when not in use! Specifically, it is necessary to drain the water pipes and/or insure that the temperature in the unit is maintained at a sufficient level to insure that pipes will not freeze and burst.

If the owner fails to "winterize" their unit and damage results to the "common area", the owner is responsible for the related cost for repair.

10. **DUES, LATE CHARGES & FINES:** All dues are to be paid in advance and are due on the 1st of the month.

Dues Late Charges:

1. A \$50 charge is added for dues postmarked 30 days after the 1st of the month.
2. Owners will be noticed by mail for each and every late charge.
3. Late charges will be added to the dues for payment the following month.
4. Liens will be placed on units 90 days in arrears on dues at the Owners expense.
5. Foreclosure proceedings on liens shall be instigated on all units 120 days in arrear on dues, and fines and late charges at the Owners expense.

Fines: The fines for violation of any rules are as follows:

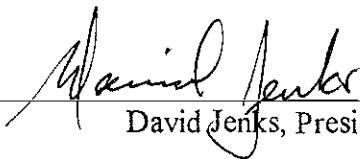
1. *First Offense* - a written warning to owner and tenant.
2. *Second Offense and any violation thereafter* - notice to correct is given by certified mail. If the violation still exists ten (10) days after the second notice is given, a \$50.00 fine is levied for each violation plus expenses directly associated with the violation, and a \$100.00 fine will be levied every ten (10) days thereafter until the violation is corrected. Owners may appeal all fines to the Board of Directors.

11. REQUESTS FOR MAINTENANCE: Owners are responsible to submit requests for maintenance, or repair, of their units or the common area to the Management Company. Requests should be in writing and should be as specific as possible. A copy of each request should be addressed to the Board of Directors so that the Board remains aware of the level of request activity. The OWNER is responsible to follow up on requests to insure the problem has been corrected. It is advisable to follow up in writing with a copy to the Board.

It is highly recommended that each owner provide a set of keys for their unit for safe keeping by the Management Company to allow entry to the unit in the event of an emergency situation (e.g. burst pipes) in order to minimize the collateral damage and to permit corrective action to be taken. Please direct all correspondence to the Board of Directors, care of:

INCLINE PROPERTY MANAGEMENT
848 Tanager St. Suite M
Incline Village, Nevada 89451

12. DECKS: Decks are considered limited common elements reserved for the exclusive use of the owner/tenants and must be maintained by them. All decks, and other exterior appointments shall be kept in a clean and neat fashion. This includes not draping articles on the rails. Nothing may be stored above the level of the deck rail. Hot tubs and spas are permitted provided they are engineered for their location, valid permits are obtained and with the express written consent of the Board of Directors.



David Jenks, President

4-5-97
Date