

THE CEDARS ASSOCIATION (EAST)
RULES AND REGULATIONS
Revised as of September 6, 1997

These Rules and Regulations are adopted for the benefit of owners of Cedars Association (East). They are intended to contribute to preserving a clean, attractive, natural environment and to assure peaceful enjoyment of the Cedars. They are 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.

All residents of Cedars Association (East) and their guests are required to abide by these Rules and Regulations, which supplement the provisions of the Declarations of Covenants and By-Laws of Cedars Association (East). Cedars owners are responsible for their own acts as well as those of their tenants, guests, lessees, and visitors. Any fines levied for violations of these Rules and Regulations will be assessed against the responsible owner.

1. **Littering:** There will be no littering. Paper, cans, bottles, cigarette butts and other regular household trash must be deposited in the garbage receptacle (dumpster) provided by the Association. Under no circumstances are such items to be dropped or left in the Common Area of the Cedars, whether or not contained in a receptacle. Large items such as furniture, appliances, toys, boxes and crates, etc., must be disposed of by the owner or tenant. They may not be placed in, or left next to, the Association's garbage receptacle.

2. **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 Areas shall be conducted so as to damage or increase the maintenance of any part of Cedars East or so as to disturb other people. Damage to the driveways caused by trailer hitches or other equipment will be repaired by the Association and charged to the owner of the responsible unit.

3. **Business:** No condominium shall be used at any time for business or commercial activity. It is provided, however, that the owner may use the condominium for rental purposes to transients or permanent residents for residential living.

4. **Building Exterior:** Change affecting the appearance of the exterior of the building and grounds, such as decorations, signs, antennas, awnings, screens, balcony covers and enclosures, etc, shall be made only with the written consent of the Board and shall be maintained in a satisfactory manner in the sole judgement of the Board. No owner shall change the color or appearance of the exterior of the condominium. When not in use, bicycles, sport equipment, toys, cooking equipment, baby carriages, and other personal items and equipment must be kept within the unit or garage so as not to be exposed to the view of others. Owners shall be responsible for keeping their areas clean and free from any unsightly objects and free from noxious or offensive odors. All garage doors shall be kept closed at all times when not in use.

5. **Windows/Balconies:** No clothing, linens, signs or similar materials or equipment shall be hung or draped from windows or balconies, placed on window sills or balcony railings, or otherwise left or placed in such a way as to be exposed to the view of other people. Outside clothes lines or other outdoor clothes drying or airing facilities are not permitted.

6. **Common Area Improvements:** Improvements, maintenance and repair and landscaping on the Common Grounds shall be done only under the direction of the Board and shall be treated as Common Expense Items, except that repair of damage caused by unreasonable and unauthorized use of the Common Area shall be assessed to the owner of the responsible unit.

7. **Firewood:** Firewood which is not kept within the Unit shall be neatly stacked and stored in a manner so as not to obstruct access to Unit entrances and parking areas. Any damage sustained by the decks and walls of the unit by the improper stacking or excessive weight of firewood will be repaired by the Association and the cost of such repair will be charged to the owner of the unit as an assessment.

8. **Disturbances:** Owners, guests and lessees shall reduce noise between 10:00 P.M. and 9:00 A.M. so that neighbors are not disturbed. Owners will be held responsible for the actions of their children and their children's guests and also the action of their lessees' children and their guests.

9. **Pets:** Household pets are not permitted on the Cedars East Association premises unless written permission is requested and expressly granted, in writing, by the Board. Guests or relatives are prohibited from having a pet unless accompanied by a homeowner or lessee who has express written permission. If a pet creates noise, is allowed to run loose without supervision, or in any way creates disturbance or unpleasantness, the pet must be removed from the Cedars. All dogs must be on a leash in the Association common area. Dogs not on a leash will result in a fine and will be picked up by animal control. Dog owners must pick up after their dogs. The Board may deny the privilege of keeping a dog to any owner who violates the Rules more than twice. Barking dogs who disturb the quiet enjoyment of other Owners and Tenants will result in fines and/or loss of privilege to the dog's owner. Each owner shall be responsible for actions of his pet and shall hold the Board harmless against loss or liability from any actions of the pet within Cedars.

10. **Safety:**

- a) the speed limit on the roadways of Cedars East is 5 MPH.
- b) no flammable liquids are to be stored in the units of Cedars East, nor on the decks or landings of the buildings
- c) no motorcycles, motor bikes, skateboards, rollerblades, or off-road vehicles are permitted on the Common Grounds. Motorcycles and motorbikes are permitted on the Common Area driveways for ingress and egress only.

11. **Parking:** Two cars are permitted per unit and must be parked within the unit's garage. Parking on the Common Area is reserved for guests and visitors, on a short term basis, and for incidental daytime parking by residents. Cars parked in front of garage doors must be parked in such a way as to not extend outward into the driveway traffic lane.

Recreational vehicles, motor homes, boats, trailers, campers, and commercial vehicles shall not be parked within the Cedars East common area.

Vehicles parked within the complex shall be in running order. Servicing and/or repairs to motor vehicles must be done in the owner's, guest's or tenant's garage. No servicing or repairs to vehicles on the Common Area are permitted. Any vehicle not in running order and left unattended for more than forty-eight (48) hours, unless approved by the Manager, may be towed from the Common Area at the expense of the registered owner. Unit owners shall be held responsible for violations by their tenants.

12. **Water/Watering:** The use of the Association's water supply is permitted only for the following purposes:

- a.) Domestic consumption internal to a Cedars Unit
- b.) Washing of the occupant's personal automobiles
- c.) Watering of flowers and plants immediately adjacent to that Unit
- d.) Washing of the exterior front of Units only during the pine pollen season, specifically limited to the balcony, stairs and windows.

Association water will not to be used to wash down driveways, parking areas and adjacent bare earth or flow from unattended hoses or faucets.

13. **Laws:** Federal, State, County and Local laws shall be enforced.

14. **Consent or Approval:** Any consent or approval by the Cedars Association (East) Board of Directors given under these Rules and Regulations can be revoked at any time.

15. **Delegation:** The Board of Directors, at its discretion, may delegate its powers and duties with respect to the granting of consent, approvals, and permissions under these Rules to the Management of the Cedars Association (East) and/or one or more members of the Board of Directors. The Management Company and/or the Manager is granted full authority to carry out these Rules and Regulations.

16. **Revision of Rules:** These Rules and Regulations can be revised at any time by the Board as conditions warrant, provided each owner is advised of the change by written communication.

17. **Fines:** The Board shall have the responsibility to levy a fine of \$50.00 for each violation of these Rules. Notice of a violation will be mailed to the homeowner (and tenant, if applicable). The fine will be effective ten (10) days from the date of mailing, unless the violation is corrected within the ten days. Fines shall become an assessment against the unit and will appear on the next monthly statement. Failure to pay such fine shall be deemed non-payment of an assessment and pursued by the Association under the Lien/Sale provisions of the appropriate State of Nevada statutes.

18. **Complaints:** Complaints of violations of these Rules and Regulations shall be made in writing to the Manager. If the complaining party is not satisfied with the result of such complaint, he or she should state their complaint in writing and forward it to the Board of Directors. If the Board feels the complaint is justified, they will take whatever action they deem necessary. The Board will supply the complainant with written notice of its decision.

19. **Appeal Process:** Owners who wish to appeal a fine may do so by providing written notice of their intent to appeal to the Board, together with actual payment of the fine. Failure to pay the assessed fine results in a waiver of the right to appeal. If the appealing party is successful, fine monies previously deposited shall be returned or otherwise credited to the appellant's account. Said notice of appeal shall be filed within thirty (30) days following receipt of the notice of violation. The Board will then schedule a meeting to hear the appeal.

20. **Registration:** All owners/owners's agents must fill out a rental form that registers their Tenants with the Association. The form is obtained from the Management company. The owners/agents and the Tenants must complete all the information requested and return it to the Management company. If the information changes, a new form must again be filled out and filed with Management.

21. **Terms:** The terms "Declaration of Covenants", "By-Laws", "Board", "Common Area", "Common Expense", "Unit", "Rules", and "Owner", used in these Rules and Regulations, shall have the same meanings as set forth in the Cedars East Declaration of Covenants recorded in Book 275, Page 185 of Washoe County on September 7, 1967, State of Nevada.

President, Cedars Association (East)
Americo R. DiPietro
Board of Directors
Date: September 6, 1997.