

# **RULES AND REGULATIONS OF CREEKSIDE WEST ASSOCIATION**

A Nevada Common Ownership Interest Community

## **CONTACT INFORMATION:**

### **MANAGER:**

Incline Property Management

Phone: 1 (775) 832-0284

Fax: 1 (775) 832-4036

### **BOARD OF DIRECTORS:**

848 Tanager Street, Suite M

INCLINE VILLAGE, NEVADA 89451

### **WASHOE COUNTY SHERIFF, SUBSTATION**

### **WASHOE COUNTY ANIMAL CONTROL**

Incline Village Substation

1-775-832-4110

## **INTRODUCTION**

The following Rules and Regulations are for Owners, guest, tenants and permanent or temporary occupants of Creekside West Association and are adopted in accordance with the authority provided to the Board of Directors by the governing documents of the Association and Nevada State law. Creekside West is a common ownership interest community, which is another way of describing the living conditions here. We live in close proximity to one another as neighbors and thus must take care to ensure that our actions are not selfish, do not adversely impact our neighbors or their rights to the peaceful and quiet enjoyment of their residence Units and do not compromise their health or safety while here. We aspire to courtesy, civility and consideration to each other, in an effort to make this beautiful physical setting a pleasant place for all of our residents, guests and tenants.

In every instance, the Unit Owner is the sole person(s) responsible for compliance with these provisions, for themselves, their guests, tenants, employees, agents, friends, contractors, family or relatives and others that may be on the property with your permission, knowledge or consent at any time. Warnings, fines, citations and notices of violation and related communications will be sent to and assessed against the Unit Owner in every instance. Owners must furnish the Manager with Owner/Tenant contact information, including name and address. While not a requirement, it is recommended that all Owners supply Management with an extra key to their Unit for emergency use by the Association or Management only.

## MOTOR VEHICLES & PARKING

1. The speed limit within all areas of Creekside West is a maximum of 5 miles per hour, unless conditions require slower speed or unless otherwise posted. All persons on the property are required to observe this speed limit. Speeding, aggressive, careless or reckless driving while on Creekside West grounds may subject the driver to a warning or citation by the Washoe County Sheriff and/or sanctions by the Association, including warning and fine.

2. Motorcycles, scooters, mopeds and motorized skateboards or motorized bicycles are prohibited from operating within Creekside West unless they are licensed, registered and insured as motor vehicles and are operated by licensed and qualified individuals at all times. Bicycles without motors are not prohibited and violations of these provisions may subject the operator to sanctions by the Association, including warning and fines.

3. Any vehicle operated within Creekside West must be currently operable, registered, licensed and insured in accordance with the laws of the state in which the registration or license has been issued. Vehicles without such current identification may be towed from the property without further notice and additional sanctions by the Association, including warning and fine, may be issued.

4. The storage or parking of any vehicles, including but not limited to, trailers, fifth wheel trailers, boats, campers, RVs, personal watercraft, airplanes, gliders, hang gliders, snow mobiles, para-sails, helicopters, trucks over  $\frac{3}{4}$  ton capacity or any wrecked or otherwise inoperable vehicles within the property is prohibited. No work, repair, maintenance, servicing, washing, restoration or related activity upon any vehicle or equipment within the Creekside West community property is allowed at any time.

5. Physical space is at a premium within this community and thus vehicles parked unattended or unused for periods of time in excess of 48 hours are prohibited, may be considered abandoned and towed by the Association without further notice. During periods of heavy snowfall, vehicles must be moved at least every 48 hours to allow for snow removal efforts. Failure to do so may result in the vehicle being towed from the property without further notice and additional sanctions by the Association, including warning and fine, may be issued.

6. There is limited parking available within Creekside West, one car per Unit, 25 spaces in total, and all vehicles must be parked in designated spaces only. All vehicles parked within Creekside West must have a parking pass displayed on the dashboard.

7. Boats, RV's, campers and trailers may not be brought into the community for any purpose. Failure to abide by these restrictions may result in the vehicle being towed from the property without further notice and additional sanctions by the Association, including warning and fine, may be issued.

8. No commercial vehicles may be parked within the community overnight. Large vehicles with over one ton capacity, trucks, vans, flatbeds, box vans, step vans, U-Hauls, tow trucks, vehicles primarily designed for hauling or those used in a trade or business and those whose length prevents them from being parked in a standard Association size parking space are prohibited from parking within Creekside West. Such vehicles may be within the community temporarily for purposes of deliveries, moving or leaving materials and supplies but must be promptly removed thereafter. Failure to abide by these restrictions may result in the vehicle being towed from the property without further notice and additional sanctions by the Association, including warning and fine, may be issued.

#### **COMMON AREAS**

1. Persons must keep off the hillsides, sloping banks, creekside soil or stream zone areas and other common area along either side of the roadways and unpaved parking areas within Creekside West due to erosion and environmental concerns. No equipment, vehicles, personal property or debris of any kind may be stored or kept on the common grounds of Creekside West. Any debris, equipment or personal property within view or appurtenant to the common grounds is not permitted.

2. Skiing, roller-skating, skateboarding, sledding, mountain biking, hiking and roller-blading on unpaved common areas within Creekside West are prohibited. Unit Owners are responsible for the conduct of their children, who should be supervised when playing on Association common area. No toys or other recreational equipment may be left unattended upon common grounds.

3. Failure to abide by these restrictions may result in the imposition of sanctions by the Association, including warning and fine.

#### **EXTERIOR AREAS / LIMITED COMMON AREAS**

1. No rugs, bedding, towels, items of clothing or other materials may be draped over or hung from any Unit deck. All barbeque grills are a potential safety hazard on wood decks. Do not leave grills unattended and barbeques must be used and placed away from the roof line or overhanging trees. No briquette grills or wood fired cooking or heating devices may be operated or stored upon deck structures. Only natural gas or propane grills or heaters are

allowed on decks. Outdoor patio furniture only is permitted. All other items must be stored or kept indoors and out of view. No indoor furniture or storage of any other kind may be made on the decks allowed on decks. All other items must be stored or kept indoors and out of view. Firewood must be stored within the Unit.

2. TV antenna, satellite dishes, radio antenna devices including "ham" radio devices or other exterior attachments of any kind or nature are prohibited from being attached to the exterior area of any Unit within Creekside West without first receiving written Board approval. The roofs may not be penetrated for any installation of any kind. There may be no for rent signs or for sale signs visible on the exterior of the buildings exceeding 9x11" in size.

3. Exterior repairs or maintenance of any Unit or any structure attached to a Unit such as a deck or patio may not be undertaken without approval of the Association Board of Directors. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine.

### **PETS AND ANIMALS**

All animals upon the premises must be registered with a photo of the animal with the Association. All Association Members who presently have more than one dog or two cats are "grandfathered" in for the life of that animal. Pet Owner is responsible to notify Management of the pets in excess of this new ruling with a photo and names of the pets.

### **DOGS**

1. No Owner shall have more than one dog in the Unit or upon the common area of the Association at any time. All dogs within Creekside West shall be kept in residential Units or on the patio or deck areas of their Owner's Unit and must be on a leash under the direct, immediate supervision and control of a responsible person when outside of any Unit. No dog shall be at large, running loose within the community or tied to a Unit, fence, tree, post or other location upon Association common grounds.

2. Barking, whining, growling or other noises from dogs must be kept to a minimum so as to not disturb the peace and quiet of the residents of Creekside West. Owners are responsible to control their animals and constantly barking or noisy dogs, which disturb the peace of the community, are prohibited. To avoid this situation, dogs should not be left unattended in the Owners absence.

3. Any officer, director, manager or employee of the Association is

authorized to file a complaint with Washoe County Animal Control officers at 832-4110 regarding every dog that is not under control of the Owner or that is causing a disturbance of any kind within the community.

4. Owners may lodge complaints about dogs at large or noisy, disturbing dogs with the Washoe County Sheriff or Animal Control at any time, who will ask you to document the type and size animal and the time and place of the incident complained of.

5. Owners must police and dispose of their animal's waste when walking them within the common areas of Creekside West, including the creek area. Owners must be able to show how this will be accomplished upon any reasonable request of any Board member or Association management representative.

6. Failure to abide by these restrictions may result in the imposition of additional sanctions by the Association, including warning and fine, and in the event of two or more violations within a 12 consecutive month period, revocation by the Board of the privilege to keep an animal on the premises. No dogs shall be raised, kept or permitted upon Creekside West Association for breeding or other commercial purpose at any time.

#### **OTHER ANIMALS**

Exotic animals are prohibited upon the premises, as those animals are defined by Washoe County Code. Licensed exotic animals may be present within the community with the written permission of the Board prior to the animal being brought upon Association property, subject to any restriction or control placed upon the animal and its Owner by the Board. Cats are not an exotic animal and a maximum of two per Unit may be on Association premises, subject to these rules and regulations pertaining to noise and waste. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine or revocation by the Board of Directors of your privilege to keep an animal on the premises in the event of two or more violations within a 12-month period. No animals shall be raised, kept or permitted upon Creekside West Association for breeding or other commercial purpose at any time.

#### **NOISE/LIGHTS**

The Association has established a quiet time from 10 p.m. to 8 a.m. daily. No activities that generate sufficient light or noise levels to destroy the tranquil mountain setting, injure the peace and quiet of residents or guests, infringe upon neighbor's peaceful enjoyment or otherwise disrupt the tenor of the community are permitted during these times. Excessive or disturbing noises or activities that cause such noises like loud music, loud vehicles or exhaust, loud parties or gatherings of people and noisy animals at any time are prohibited within

Creekside West. Flood lights, construction lighting, multiple vehicle headlights and the like which excessively interfere with the evening darkness or otherwise impinge upon the tranquility of the area are prohibited. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine.

#### **USE OF FIREARMS**

The use of firearms of any kind, including air rifles or other devices or objects that shoot projectiles, are strictly prohibited upon Association property. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine.

#### **TRASH DISPOSAL**

1. Dumpsters are provided by the Association for use by all residents for the disposal of all household trash and garbage. Construction debris, furniture and other large debris may not be placed in the dumpsters but should be taken to the IVGID recycling center during its normal business hours. Cardboard boxes must be broken down and flattened prior to being placed in the dumpster. No trash or other debris shall be left outside the exterior of any dumpster container.

2. Ashes and embers must be stored in metal containers only and disposed of in ash containers but never in the dumpster due to fire safety concerns. No parking is allowed such that it will block others access to any dumpster. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine.

3. Persons who see debris being placed into the Association dumpster by non residents are urged to report the same to the property manager promptly with all descriptive information available.

#### **FIRE SAFETY**

Each Unit must contain 2 operational smoke detectors and a fire extinguisher. Owners must replace their smoke alarm batteries every 6 months to maintain the efficiency of these devices. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine.

#### **SINGLE FAMILY DWELLINGS**

Creekside West is zoned by Washoe County for use only as single family residences. No Unit may be used, converted, advertised, rented, leased, occupied or otherwise represented to be more than a single living space at any time. Maximum occupancy numbers for each Unit is (6) six people. Units in violation, no matter the duration of the violation, will be in

violation and will be subject to any sanctions for failure to abide by these restrictions levied by the Association, including warning and fine.

#### **LATE CHARGES**

Creekside West Association dues or special assessments are due upon the first day of the month, or the noticed due date of a special assessment, and are considered late after 30 days from the due date. Payments postmarked after 30 days will be charged a late fee of \$50.00 and, in addition to such fee, all costs and fees associated with any collection efforts undertaken. These charges may become a lien upon the premises, as provided in the CC&R's.

#### **SANCTIONS; HEARING PROCESS**

1. These duly adopted Rules and Regulations are one of the governing Documents of the Association and the violation of any provision of any governing document may subject a Unit Owner to sanctions as long as the Association has complied with the provisions of NRS 116.31031. These sanctions include an Owner being prohibited for a reasonable period of time from voting on Association business, an Owner being prohibited from using the Common Area for other than parking or ingress/egress to or from any Unit and assessment of a fine (but not a construction penalty) upon the Owner, providing the violation is not one that threatens the health and safety of the Association or any member thereof.

2. The Executive Board may not impose a fine pursuant to section 1 unless (a) not less than 30 days before the violation, the person against whom the fine is to be imposed had been provided with written notice of the applicable provisions of the governing documents that form the basis of the violation and (b) within a reasonable time after the discovery of the violation, the person against whom the fine is proposed has been provided with written notice specifying the details of the violation, amount of the fine, the date, time and location of a hearing and a reasonable opportunity to prepare for, appear at and contest the violation at said hearing.

3. Upon each violation, a Notice of Violation shall be provided to the Unit Owner believed responsible for the violation, either by personal delivery or by mail, within 5 days of the violation being detected, observed or complained of. Any Unit Owner may file a written waiver of hearing with the Association any time prior to a scheduled hearing to avoid the attendance requirement.

4. A minimum \$50.00 per violation fine may be assessed for any violation of the Rules and Regulations. Each fine imposed may not exceed \$100.00 per occurrence, up to a total of \$500.00 per violation. Violations not cured within 14 days (or any longer period of time allowed by the Board) of the notice thereof being provided to an Owner are subject to being

declared an ongoing violation and the Owner may be fined additionally for every 7 day period or portion thereof during which the violation continues, without the provision of any additional notice and not limited to a maximum of \$500.00. Note that past due fines may include collection fees, filing fees, recording fees, legal fees, postage or delivery fees and any other fee or costs in those amounts allowed by Nevada law.

5. The Board must hold a hearing before a fine may be imposed, unless the person against whom the fine is to be imposed either, pays the fine, signs a written waiver of the hearing requirement or fails to attend the duly scheduled hearing after receipt of proper notice. If the governing documents so allow, the Board may appoint a committee or panel of not less than 3 members to review the circumstances and explanation for the violation, if any is presented and to impose fines. The committee or panel acts for the Board and is entitled to all privileges and immunities and are subject to all duties and requirements of the Board and its members. Any such hearing may be conducted in Executive Session unless the Owner requests in writing that the hearing be held in open session. In any event, deliberation and decision may be held in Executive Session after the full facts and circumstances of the alleged violation have been disclosed.

6. These are the minimum procedural requirements that the Board or panel must follow in order to assess a fine. If a fine is assessed by the Board or appointed panel, the Unit Owner fined shall also pay the costs of the proceedings, in a reasonable dollar amount based upon the time the matter has taken. The costs become an assessment upon the Unit and Owner and may be enforced through any lawful means, including lien sale and foreclosure. Unpaid fines, fees and costs shall bear interest at the legal rate until paid in full.

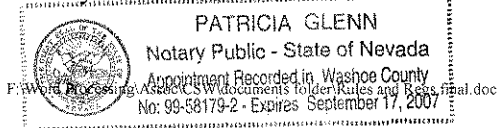
DULY ADOPTED this 4th day of February, 2005

CREEKSIDE WEST ASSOCIATION, A Nevada Non-Profit Corporation

BY: Karl J. Gandy  
ITS: PRESIDENT

This instrument was acknowledged before me on this the 17 day of March, 2005

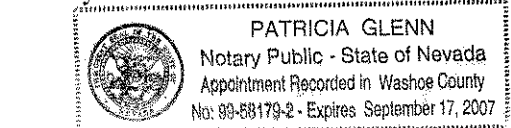
Patricia Glenn  
Notary Public



BY: Erin Callahan  
ITS: SECRETARY

This instrument was acknowledged before me on this the 1 day of March, 2005

Patricia Glenn  
Notary Public



State of Nevada  
County of Washoe