

***RULES AND REGULATIONS***

**INCLINE CREST III "B"  
HOMEOWNERS ASSOCIATION**

# **INCLINE CREST III “B” HOMEOWNERS ASSOCIATION**

## ***RULES AND REGULATIONS***

### **MANAGER**

Incline Property Management  
Phone: (775) 832-0284  
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### **BOARD OF DIRECTORS**

848 Tanager Street Suite M  
Incline Village, Nevada 89451

**WASHOE COUNTY SHERIFF**  
**WASHOE COUNTY ANIMAL CONTROL**  
Incline Village Substation  
(775) 832-4110

**EMERGENCY: 911**

### **1. INTRODUCTION**

1.1 The following Rules and Regulations are for Owners, guests, tenants, and permanent or temporary residents of Incline Crest III “B.” They are adopted in accordance with the authority provided to the Board of Directors by the governing documents of the Association and Nevada State law. These Rules and Regulations are intended to protect and enhance the value of each owner’s property, as well as the collective value of all Association property. They are not intended or designed to unduly interfere, restrict, or burden the use of the property.

1.2 Incline Crest III “B” is a common ownership interest community. We live in close proximity to one another as neighbors and must take care to ensure that our actions are not selfish, do not adversely impact our neighbors, do not compromise their health or safety nor infringe upon their rights to the peaceful and quiet enjoyment of their homes. We aspire to courtesy, civility and consideration of each other, in an effort to make this beautiful physical setting a pleasant place for all of our residents, guests and tenants.

1.3 In every instance, the Unit Owner of record 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 who may be on the property with the Owner's permission, knowledge or consent at any time. Warnings, fines, citations, notices of violation, and related communications will be sent to and assessed against the Unit Owner(s) in every instance.

## **2. SINGLE FAMILY DWELLING STATUS ONLY**

2.1 Incline Crest III "B" is zoned by Washoe County only for 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. Units in violation--no matter the duration of the violation--will be reported to appropriate County agencies whose enforcement sanctions include fines, red tags and other penalties which can be severe and will be in addition to any sanctions levied by the Association. (See Sanctions section.)

## **3. COMMON AREAS**

3.1 The Association shall maintain the roadways, walkways and common areas including landscaping, snow removal, provision of ash receptacles and trash collection service. Improvements, maintenance, repair and landscaping of all Common Areas shall be done under the direction of the Association and shall be treated as a common expense item. That repair or damage caused by unreasonable or unauthorized use of the Common Area shall be assessed to the fullest extent possible to the Owner responsible for causing the damage, whether the damage is caused by the Owner, his guests, tenants, agents or contractors.

3.2 Association insurance coverage is for the Common Area. Owners should maintain personal property insurance, fire, extended coverage and liability insurance for their Units at all times.

3.3 No personal property of any kind shall be left on or in Common Areas, including stair landings and walkways. Papers, cans, bottles and other trash generated by occupants must be deposited in appropriate closed trash receptacles provided by the Association. Absolutely no trash or refuse burning is permitted at any time.

3.4 When not in use, recreational equipment such as bicycles, toys, sporting goods and personal articles and equipment must be kept and stored in individual residences and out of common area or public view. Nothing may be stored above the level of any deck railing. No objects may be draped over railings or balconies nor hung out of windows.

3.5 The Association shall not be responsible to any Unit Owner for the loss, damage or theft of personal property that Owners may keep, use or store upon any premises of a Unit or adjoining Common Area.

3.6. Failure to abide by these rules may result in the imposition of sanctions by the Association, including warning and fine. (See Sanctions section.)

#### **4. INDIVIDUAL UNITS**

4.1 Owners are responsible for the maintenance of their individual Units and must maintain them in accordance with the Association governing documents at all times. Owners shall maintain their Units in clean, sanitary, neat and attractive condition. Owners are responsible for the cleaning, maintenance, and snow removal from, repair and replacement of decks, porches and entry walkways (hereby declared limited common area reserved for the exclusive use of Owners or Tenants of the Units to which they are attached). Owners are responsible for the cleaning and maintenance of exterior facing windows. Owners are responsible for the maintenance of areas immediately surrounding their respective Units and shall keep the same clean and free from any unsightly objects, debris and noxious or offensive odors at all times.

4.2 Unit interiors shall be maintained, decorated, painted and otherwise the responsibility of the individual Owner(s) thereof. Any such activity in the Unit interiors shall be at the sole expense of the Owners. Units may not be remodeled or expanded to increase the square footage thereof without written Board approval of such changes.

4.3 Changes to the exterior of the building such as painting, staining, decorations, alterations, repairs, fencing or other screening, television or radio antennas, satellite television receivers or sunshades, air conditioners, swamp coolers, fans, screen or storm doors, windows, awnings or other exterior covers (including window, balcony or parking covers), must have written consent or other approval of the Board of Directors prior to commencement of the work or installation. There may be no "FOR RENT" or "FOR SALE" signs displayed for public view in the windows, common area or on any building at any time.

4.4 Any plans for landscaping--including but not limited to the planting of trees, shrubs, flowers, gardens, grasses, groundcover, etc.--must be submitted to the Board of Directors for approval prior to commencement of the work or installation. If not acted on within one week approval is automatically granted. The cost of said landscaping and its maintenance shall be the sole responsibility of the Unit Owner. Those walks, lawns, parking, roadways, and lighting maintained by the Association shall not be altered in any way. Existing trees, shrubs, and foliage are not to be moved, removed or altered in any way. It is strongly encouraged that only low-maintenance native and TRPA-approved plants be used. Failure to abide by these rules may result in the imposition of sanctions by the Association, including warning, fine, and the removal of landscaping at the Unit Owner's expense. (See Sanctions section.)

## **5. MOTOR VEHICLES/PARKING**

5.1 Motorcycles, scooters, mopeds and motorized skateboards or bicycles are prohibited from operating within Incline Crest III "B" unless they are licensed, registered and insured as motor vehicles and are operated by licensed and qualified individuals at all times. The speed limit for all vehicles within the Association is 10 mph. Violations of these provisions may subject the operator to sanctions by the Association, including warning and fine. (See Sanctions section.)

5.2 Any vehicle within Incline Crest III "B" 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 at the Unit Owner's expense without further notice. Additional sanctions may be imposed by the Association. (See Sanctions section.)

5.3 The storage or parking of trailers, boats, campers, recreational vehicles, personal watercraft, airplanes, gliders, hang gliders, snowmobiles, para-sails, helicopters, or any wrecked or otherwise inoperable vehicles within the property is prohibited without prior permission of the Association and then only in the locations designated by the Association. Work, repair, maintenance or restoration of any vehicle or equipment within the Incline Crest III "B" community is prohibited at any time.

5.4 Physical space is at a premium within this community. Due to the limited parking area available for Incline Crest III "B," a maximum of two vehicles per Unit (on a long term basis) is allowed. Each Unit will be issued two (2) placards to place inside vehicles, authorizing their parking within Association property. Each Unit is entitled to one parking space near their Unit. Other vehicles must be parked in the parking area north of the bridge (the Crosby Court parking area). Owners and their users of these parking areas shall be responsible to make sure that their use of such spaces does not interfere with the right of other occupants to access their parking spaces or Units.

5.5 Vehicles parked unattended or unused for periods of time in excess of thirty (30) consecutive days are prohibited, may be considered abandoned and are thereafter subject to towing without further notice. If any occupant will be absent from his or her Unit for more than thirty (30) consecutive days please advise the Property Manager of that fact and provide the vehicle's identification, location and who will have the keys in the event it needs to be moved.

5.6 During periods of snow removal, no vehicle shall be left in the same location for more than forty-eight (48) consecutive hours. Owners and Tenants shall, if possible, move vehicles when snow removal equipment is on the property in order to facilitate snow clearing and removal operations.

5.7 No vehicles may park or drive over any part of the Common Area at any time. Parking in front of fireplugs, trash receptacles or on the roadway within the Association at any time is prohibited.

5.8 Boats, RV's, campers, and trailers (size permitting), may be brought into the community for purposes of loading and unloading only. No such vehicle may be occupied or otherwise lived in while on the premises of Incline Crest III "B" at any time.

5.9 No commercial vehicles may be parked within Incline Crest III "B" overnight. Such vehicles may be within the community temporarily for purposes of deliveries, moving or leaving materials and supplies but must be promptly removed thereafter.

5.10 Failure to abide by these rules and regulations may result in vehicles being towed from the property without further notice and the imposition of additional sanctions by the Association, including warning and fine. (See Sanctions section.)

## **6. PETS AND ANIMALS**

6.1 Only Unit Owners may have pets in or upon Association property. Tenants and guests may not have pets. A maximum of two (2) pets per Unit is allowed. No animals or fowl shall be raised, kept, or permitted upon the Common Areas or any part thereof excepting domestic dogs, cats, and caged pets and fish kept within the unit. No animals shall be bred upon the premises. Wild dogs or exotic animals, as defined by the Washoe County Code, are prohibited from any property in Incline Crest III "B." Any Owner with pets upon the premises thereby holds the Association harmless for the actions of their pets while present at Incline Crest III "B."

6.2 All pets must be properly vaccinated, registered and licensed in the owner's county of primary residence. Pets must also be registered with the Homeowner's Association and its management. Proof of proper licensing and vaccination, along with pet photo identification, must be provided.

6.3 All dogs on the Common Areas of Incline Crest III "B" must be kept under control by their owners at all times. No dog shall be at large, running loose within the Association. Pets must not howl, growl, bark, bray, whine, whimper, or cause undue noise so as to disturb any resident. All pet waste upon Common Areas must be cleaned up immediately.

6.4 Any dog not under control of its Owner or any pet causing a disturbance of any kind within the community may be impounded by Washoe County Animal Control. Residents may lodge complaints about noisy or disturbing pets with the Association Property Manager or Washoe County Sheriff/Animal Control.

6.5 In the event of two or more violations of these rules within a twelve-month period, the privilege of keeping any pet on the premises may be revoked or denied to any Owner. Failure to abide by these rules and regulations may result in the imposition of additional sanctions by the Association, including warning and fine. (See Sanctions section.)

### **7. NOISE/LIGHTS**

7.1 Activities that generate vibration, light or noise levels sufficient enough 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 prohibited. Activities that cause excessive or disturbing noises such as loud music, loud vehicles or exhaust, loud parties or gatherings of people and noisy animals are prohibited within Incline Crest III "B." 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 rules and regulations may result in the imposition of additional sanctions by the Association, including warning and fine. (See Sanctions section.)

### **8. SANCTIONS AND HEARING PROCESS**

8.1 These duly adopted Rules and Regulations are one of the governing documents of the Association. The violation of any provision of any governing document may subject a Unit Owner to sanctions provided the Association has complied with the provisions of NRS 116.31031. These sanctions may 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 fines upon the Owner.

8.2 The Executive Board may not impose a fine pursuant to Section 8.1 unless, at least thirty (30) days prior to detection of the violation, the person against whom the fine is to be imposed had been provided with the governing documents containing the applicable provisions that form the basis of the violation.

8.3 Within five (5) days of each violation being detected, observed or complained of, a Notice of Violation shall be provided to the Unit Owner believed responsible for the violation, either by mail or personal delivery. This Notice of Violation shall specify the details of the violation and the amount of the fine.

8.4 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. The hearing must be scheduled so that the person against whom the fine is to be imposed is given a reasonable opportunity to prepare for and appear at said hearing to contest the violation. The Unit Owner may file a written waiver of hearing with the Association any time prior to a scheduled hearing.

8.5 If the governing documents so allow, the Board may appoint a committee or panel of not less than three (3) members to review the circumstances and explanation of 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 is 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.

8.6 A minimum \$50.00 fine per violation may be assessed for any violation of the Rules and Regulations, not to exceed \$100.00 per occurrence, up to a total of \$500.00 per violation.

8.7 Violations not resolved within ten (10) days of the notice being provided to an Owner are subject to being declared an Ongoing Violation and the Owner may be fined additionally for every seven (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 \$1000.00. Past due fines may include collection fees, filing fees, recording fees, legal fees, postage or delivery fees and any other fee or costs as allowed by Nevada law.

8.8 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 fines and 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.

8.9 Unpaid dues and assessments, special or regular in nature, are not fines and are subject to late charges. The late charge is \$25 and is assessed if dues payment is not received by the 15<sup>th</sup> of each month. The assessment amounts plus collection costs and attorney fees are subject to enforcement against the Unit Owner via lien and lien sale in every instance.

DULY ADOPTED this 22 day of JUNE, 2006.

Incline Crest III "B" Association, A Nevada Non-Profit Corporation

[Signature]  
President

\_\_\_\_\_  
Secretary

IN WITNESS WHEREOF, the undersigned, being President of the Board of Directors of Incline Crest III "B" Association has executed these REVISED RULES AND REGULATIONS OF INCLINE CREST III "B" ASSOCIATION, a Nevada non-profit corporation hereunto set our hands on this the 22 day of June, 2006.

INCLINE CREST III "B" ASSOCIATION,  
a Nevada non-profit corporation.

By: [Signature]  
Name / Its: President

STATE OF NEVADA            )  
  :SS  
COUNTY OF WASHOE        )

Before me, a notary public, in and for said county, personally appeared MICHAEL TASSONE who acknowledged that (s)he did sign the foregoing instrument certifying the passage and adoption of the revised Rules and Regulations of the Association and that the same is a free act and deed.

Subscribed and sworn to before me this 22 day of June, 2006.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal  
Washoe County, Nevada this 22 day of JUNE 2006.

[Signature]  
Notary Public / Name

