

Incline Pines Homeowners' Association

RULES AND REGULATIONS

Approved 5/9/2008

These Rules and Regulations are adopted for the benefit of the owners of condominiums at Incline Pines. They are intended to contribute to preserving the clean, attractive, natural environment; assuring the peaceful enjoyment for all residents and guests of Incline Pines; and to protect and enhance the value of the owners' property. These provisions seek to avoid imposing upon, unduly interfering with, restricting or unduly burdening the use of property within Incline Pines.

All residents of Incline Pines Homeowners' Association, owners, tenants, guests, lessees and visitors are required to abide by these Rules and Regulations. Owners are responsible for all acts of their tenants, guests, lessees and visitors and any penalties hereunder are the sole responsibility of and may be assessed against the responsible owner. These Rules and Regulations are one of the Governing Documents of this association and authorized by Nevada law and Association CC&R's.

1. TRASH DISPOSAL:

(a.) There will be no littering. All trash is to be deposited only in appropriate enclosed Bear Box receptacles or recycle boxes. Under no circumstances is trash or garbage to be dropped or left in any common areas of the Association. Bear box receptacles, designated for specific units, are to be used for garbage. Excess garbage or overflow is to be placed in the Association debris box (dumpster). Large items, such as furniture, toys, and boxes must be disposed of by the owner or tenant off premises. Such items may not be placed in the Association receptacles/debris box (dumpster) or left on the street/drive way. Items for sale or to be given away should be taken elsewhere.

(b.) Fireplace ashes are to be safely disposed of in a metal container (ash can).

2. COMMON AREA: Common areas, 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 the development or so as to disturb others. There shall be no organized sports activities, picnicking or fires, including barbecue fires in the common areas, except as approved by the Board.

3. BUSINESS: Incline Pines is a development for residential single family use only. No unit shall be used at any time for any non-residential, business, or commercial activity.

4. RESTRICTIONS ON RENTALS:

(a) Rental of units shall be restricted to the "use" of a maximum of ten (10) persons per Unit.

(b) It shall be the responsibility of any Owner(s) to ensure compliance with the Rules and Regulations of Incline Pines by persons on the Owner's property, including guests, visitors, renters and

tenants. If the Owner delegates rental authority to an agent, it remains the Owner's sole responsibility to assure that the agent and any person(s) on the premises allowed by the agent comply with all provisions of the Rules and Regulations of Incline Pines.

(c) All rental agreements shall be in writing and signed by the renter prior to occupancy of any unit.

(d) All tenants/renters shall be given a copy of the Rules and Regulations to read prior to occupancy and a signed copy thereof shall be maintained by the owner/agent verifying that the Association's Rules and Regulations have been read, understood and will be adhered to by the renter.

(e) All rental agreements shall contain the following language:

"Tenant/renter acknowledges that the premises being rented are a part of a common interest community, governed by a homeowners' association. The Association has adopted rules and regulations governing the conduct of all occupants within the community. Tenant/renter acknowledges receipt of a copy of those rules and regulations, reading them and agrees to abide by them. Tenant/renter agrees that a violation of any such rule or regulation is a violation of this agreement."

"Owner/agent and tenants/renters agree that the Association shall have the right and authority to enforce those rules and regulation by all lawful means and, if necessary, to demand immediate compliance with the same or to seek summary eviction of tenant/renter in the event of non-compliance after notice."

(f) All rental agreements of thirty (30) days or more shall be submitted in writing to the Homeowner's Association Management Company prior to occupancy.

5. PARKING: Each Unit is entitled to at least two parking spaces. These spaces are usually, but not always, in the immediate area of the owner's unit. Owners and tenants shall be responsible to see that neither they nor their guests interfere with the ability of other owners and lessees to access their designated parking near their unit. Additional parking shall be in unassigned areas only. Renters must display the "parking permit" card provided by the owner/agent. During snow season "snow removal" rules apply.

6. EXTERIOR OF UNITS AND DECKS:

(a) No clothes, linens, towels, signs, television antennas, air conditioning equipment, personal items, sporting goods or sporting equipment or apparatus or similar materials or equipment shall be hung from windows, placed on window sills, hung on or draped from railings or otherwise left or placed in such a way as to be exposed to the view of other owners without the prior written consent of the Board, except as otherwise provided in NRS 116. Outdoor clotheslines or other outdoor clothes drying or airing facilities are not permitted in Incline Pines. Satellite dishes are permitted with Board approval of location obtained prior to installation. Holiday lights visible from the exterior or mounted upon the exterior of any unit are permitted from December 1st and must be removed no later than January 31.

(b) The year round storage of, bicycles, sporting goods, toys, cooking equipment, ladders, baby carriages and other personal articles and equipment, when not in use, must be kept within the Unit so as not to be exposed to the view of other owners whenever possible. Owners shall be responsible to keep their limited common area clean and free from any objects other may find unsightly and free from odors that others may find noxious or offensive.

(c) Outside roof access and roof areas are for maintenance and repair purposes only.

(d) Outside gas Bar B Q grills are restricted to the unit deck areas only. When in use, grills must be at least eighteen (18) inches from unit wall. No charcoal burning grills are permitted. Open fires such as fire pits or grills are prohibited at all times.

(e) The placement of signs in windows of units is prohibited, except as provided in NRS 116.

7. COMMON AREA IMPROVEMENTS:

(a) Improvements, maintenance, repairs and landscaping of the Common areas shall be done only under the direction of the Board, except that repair of damage caused by unreasonable or unauthorized use of the common areas shall be the responsibility of the owner or lessee/tenant responsible for such unauthorized use or damage. Owners may plant flowers and shrubs in the immediate vicinity of their units, (limited common areas), provided that the type of planting will blend in with the overall landscaping of Incline Pines and shall not exceed four feet in height at maturity. All landscaping must be approved by Board before planting. All Owners planting shall be maintained by the owner. All other alterations to the common areas shall be made only after receiving approval of the Board.

(b) Any changes or alterations affecting the appearance of the unit shall be made only with the consent of the Board.

8. BOATS, TRAILERS, RECREATIONAL VEHICLES, ETC.

(a) The parking and/or storage of boats in Incline Pines are prohibited without first obtaining written approval of the Board. The Board reserves the right to grant temporary boat parking to unit owners in designated areas. Such approval will be made only to unit owners who request such, in writing, to the Association stating the registered boat length, serial number and exact location where the boat is proposed to be parked. Approval shall be granted only during the months of May through October due to the need for snow removal access.

(b) Small boats, canoes, kayaks, jet skis etc., may only be stored on the Incline Pines grounds during the months of May through October provided such storage meets with the approval of the Board.

(c) The temporary parking of equipment and other trailers must have Board approval prior to being parked within association property.

(d) Recreational Vehicles: Owners, lessees or visiting guests may park campers and trailers in one of the spaces assigned to the unit for a maximum period of seven days, to minimize any inconvenience to other condominium owners. Such campers and/or trailers may, under no circumstances, be used for sleeping, cooking, dwelling, etc. While located at Incline Pines. Board approval is required for RV's larger than Van size.

(e) Motorcycles, Snowmobiles or other type off road vehicles are not permitted on commons grounds. Motorcycles and/or motorbikes are permitted on common area driveways for ingress and egress only.

(f) Skateboarding is prohibited on Association property.

9. FIREARMS AND FIREWORKS: The use of all firearms, air rifles, or pistols is strictly prohibited within Incline Pines. The use of fireworks is prohibited at all times.

10. REPAIR OF VEHICLES: No servicing or repair to vehicles on the Common Area is permitted. Any vehicle not in running condition and left unattended for more than one week is subject to being towed at the expense of the registered owner.

11. SPEED LIMIT: The speed limit for all vehicles within Incline Pines is 15 mph or less, and shall be posted within the premises. All vehicles shall be operated only on the paved road and/or designated parking areas. All drivers shall obey the "one way" restriction of the Incline Pines drive way/road at all times. Violations of the "one way" drive way/road are subject to fines. Owners of each unit shall be responsible for the compliance of their lessees or guests in this regard.

12. EXTERIOR BUILDING REPAIRS: No individual structure shall be painted on the exterior, nor shall any construction be done to alter or repair the exterior structure, including windows and decks, without prior written approval of the Board. Homeowners are responsible for the immediate replacement of broken windows and damaged screens at their sole expense.

13. NOISE: There shall be no loud or unreasonable noises or other conduct that will interfere with the quiet enjoyment of the property of other owners or tenants. Quiet shall be observed at all times, particularly between the hours of 9:00 p.m. and 8:00 a.m. (except for Board approved maintenance work). Noises or disturbances that constitute nuisance activity will be subject to fines and enforced abatement at the discretion of the Board in response to complaints.

14. PETS: Household pets may be kept in Incline Pines development. Pets must be supervised at all times, while on the common areas. Pet owners are responsible for cleaning up of pet feces. If pets create noise, are allowed to run loose without supervision in the common areas, or in any way create a disturbance or unpleasantness, the pet must be removed from the premises. Leash laws, applicable to Incline Village, shall apply. Each owner is responsible for actions of their pets and shall hold the Association harmless against loss or liability for any actions of their pets within Incline Pines. Failure to comply with these rules will result in fines or other sanctions within the discretion of the board.

15. NOTICES: Owners shall provide their long term (30 days or longer) tenants with a copy of the By-Laws, CC&r's, and Rules and Regulations of Incline Pines. Units subject to short term rentals (less than 30 days) shall have a copy of the Rules and Regulation posted in the Unit at all times. All tenants must acknowledge and sign a receipt for a copy of the Rules and Regulations provided to them with their rental agreement.

16. CONSENT OR APPROVAL: Any consent or approval given by the Board, under these Rules and Regulations, shall be revocable at any time. No consent granted in any instance shall bind or obligate the Board to grant consent in any other instance or situation.

17. DELEGATION OF DUTIES: The Board, in its discretion may delegate its administrative powers and duties under these Rules and Regulations regarding consents, approvals, permissions, and fines to the Homeowner's Association Community Manager.

18. REVISION OF RULES: These "Rules and Regulations" may be revised at any time by the Board as conditions warrant, provided such amendments and notices shall always comply with all provisions of NRS Chapter 116, including notice to each owner of the change.

19. RESPONSIBILITY: Owner, renters, tenants and lessees will be held responsible for the actions of their children and their children's guests.

20. FIREWOOD: Firewood not kept within a Unit must be split, stacked and stored in a safe method and location on the exterior of the unit. Firewood may not be stored immediately adjacent to a structure between the months of June to October.

21. FINES, PENALTIES, LATE CHARGES AND OTHER SANCTIONS: The Board may enforce these Rules and Regulations, and sanction or abate violations thereof, by issuing fines, penalties, charges and other sanctions for violations of any governing document provision per NRS 116, including but not limited to such actions as limiting voting privileges, prohibiting use of common area (except for ingress or egress from the unit or parking area) and/or imposing fines/penalties against the unit's owners who are responsible for the compliance of their family, tenant's and guest regardless of age and any resulting violation consequences. Such action by the Board shall comply with the requirements, limits, terms and conditions set forth in NRS 116.

22. ASSESSMENT OF ATTORNEY FEES: If an owner makes or takes any action which violates any provision of the Incline Pines Association governing documents that requires the Board of Directors seek or take legal action to correct the situation or violation, all Association fees and cost incurred may be charged to the responsible owner as they are incurred, as assessments and fees, immediately due and owing, pursuant to NRS 116.

Failure to pay such additional assessments shall subject the Unit owner to all rights and remedies available to the Incline Pines Homeowners' Association for non-payment of dues and assessments, including lien rights provided for in NRS Chapter 116.

23. COMPLAINTS: Complaints of violations of these Rules and Regulations, by owners' should be made in writing to the Association's Community Manager. If the complaining owner is not satisfied with the result of such complaint, he should forward a copy of the written complaint to the Board of Directors for further action. If the Board feels the complaint is justified, it will take whatever action it deems necessary. The Board will supply the complainant with a written notice of its decision.

24. COMMUNICATIONS: All formal communications regarding Association business shall be in writing to the Board of Directors, care of the Association's Community Manager, via US Postal services or by email, provided previously written agreement has established email as an agreeable or acceptable form of communications.

THE BOARD OF DIRECTORS OF INCLINE PINES HOMEOWNERS' ASSOCIATION HAS VOTED TO ADOPT THESE AMENDED RULES AND REGULATIONS AT A DULY NOTICED AND AGENDIZED MEETING OF THE BOARD OF DIRECTORS THIS _____ DAY OF _____, 2008.

Secretary