

# **PINEBROOK HOMEOWNERS ASSOCIATION, INC.**

## **RULES AND REGULATIONS**

The Board of Directors (the Board) of Pinebrook Homeowners Association, Inc. (the Association), has adopted these rules and regulations for the benefit of the owners of Pinebrook condominium units. The rules and regulations are intended to contribute to preserving a clean, attractive environment and to assuring peaceful enjoyment and comfortable, convenient living now and in the future. They are also intended to protect and enhance the value of the owner's property. They are not designed to unduly interfere with, restrict, or burden the use of the property.

### **1. TENANTS AND GUESTS**

The rules apply to all occupants of any Pinebrook condominium, whether an owner, a tenant, or a guest. All residents, whether owners or tenants, must comply with these rules. Owners are responsible for, and liable for, all actions of their tenants and guests. Owners must provide a copy of these rules and regulations to their tenants and guests. Any expenses incurred by the Association as a result of any action in derogation of these rules and regulations, or of the Declaration of Covenants, Conditions and Restrictions (CC&R's), Articles of Incorporation (Articles), or the By-Laws of the Association (By-Laws), by the owner's tenants or guests will be levied directly against the owner.

### **2. RESIDENTIAL USE; OCCUPANCY**

a. A condominium unit shall be used for residential purposes only. A condominium unit shall not be used at any time for business or commercial activity. Nothing in these rules and regulations shall prevent an owner from renting or leasing his or her condominium unit to permanent residents for residential living pursuant to all Washoe County health and building codes. In the event of any such rental, the lease or rental agreement shall be in writing. The lease or rental agreement shall expressly (a) require all tenants thereunder to abide by and be subject to all provisions of the CC&R's, Articles, By-Laws, and these rules and regulations, and (b) provide that the failure to abide by any of those provisions shall constitute a default under the lease or rental agreement. A condominium unit shall not be leased or rented for hotel purposes. No condominium unit shall be subdivided in any manner, and no lease or agreement for the rental of a condominium unit shall be for less than the entire unit.

b. Occupancy of any unit is limited to a maximum of three people, in one of the following combinations: (i) a single adult; (ii) an adult with one child; (iii) an adult with two children; (iv) two adults; or (v) two adults with one child.

### **3. QUIET ENJOYMENT**

All owners, tenants, and guests have a right to quiet enjoyment. Any activity creating noise that disturbs the quiet enjoyment of the premises for owners, tenants, and their guests shall not be permitted. Owners, tenants, and guests shall reduce noise levels between the hours of 10:00 p.m. and 7:00 a.m. Complaints regarding any noise violations must be signed with the Sheriff's Department and reported to the managing agent.

### **4. COMMON AREA**

a. Improvements, maintenance, repair, and landscaping of the common area shall be done only under the direction of the Board and shall be treated as a common expense. Any damage done to the common area by the owner, his or her tenants, or guests, or by the vehicles of any of them, shall be caused to be repaired or replaced by the Board, and the cost of such repairs shall be billed to the owner of the unit responsible for such damage. Such a repair bill shall be immediately due and payable by the unit owner and shall be subject to a late payment fee of 10 percent if payment is not received within 15 days after the date the bill was mailed. All damages to the common area should be promptly reported to the managing agent. Unit owners, tenants, or their guests are not authorized to make repairs to the common area.

b. No one shall store items of personal property in the common area unless authorized in writing by the Board. No bicycles, skateboards, roller skates, tricycles, or other unregistered vehicles may be used on walkways or driveways. When not in use, all personal items such as bicycles, sporting goods, toys, and other personal articles and equipment must be kept within the unit so as not to be exposed to the view of others. No motor driven vehicles, bicycles, or other personal property shall be parked, or fastened to the pillars or railings of the walkways, stairways, or inner courts of the units, or otherwise left in the common area.

c. There shall be no organized sports activities, overnight camping, picnicking except where the Association has provided picnic tables and BBQ's, fires in the common area, consumption of alcoholic beverages in common areas or in vehicles parked in the common area.

### **5. CHANGES TO THE EXTERIOR**

No change that affects the appearance of the exterior of the buildings in any way, including, without limitation, the installation or affixation of decorations, television and radio antennas, wiring for electrical or telephone installation, awnings, signs, sunshades, air conditioning equipment, fans, and screens, shall be made without the prior written consent of the Board. No clotheslines, refuse, signs, or similar materials or equipment shall be hung in or from windows, or placed on or draped from window sills or railings. In the case of television antennas or satellite dishes, when a master TV antenna or satellite dish or a community cable TV system becomes available, any antennas or

satellite dishes installed by owners pursuant to the consent of the Board must be removed without regard to whether an individual unit makes use of the master antenna or satellite dish or community system. Owners may not affix names or numbers to the units except those authorized by the Board.

## 6. PARKING

- a. Parking spaces shall be used exclusively for the parking of passenger motor vehicles. No boats, trailers, campers, motor homes, recreational vehicles, snow mobiles, motorcycles (except motorcycles currently registered for street use), dirt bikes, jet skis, off-road vehicles, commercial vehicles, vehicles larger than  $\frac{3}{4}$  ton, vehicles not in working condition, or unregistered vehicles shall be parked in any space on the premises unless authorized in writing by the Board. No vehicles shall be parked in such a manner as to impede or prevent ready access to any other parking area, entrance or walkway.
- b. In no case shall any unit be allowed parking spaces for more than 2 vehicles. Occupants or tenants must inform the Managing agent in writing of the description, and of any changes of the description, of the motor vehicle(s) that they intend to park on the premises. A parking permit shall be issued for each authorized vehicle. A fee of \$50 shall be charged to replace a lost or stolen permit. The second parking permit will be noted and numbered as a replacement permit to avoid duplicates.
- c. An authorized parking permit must be visibly displayed in the windshield of each vehicle parked on the premises. Vehicles parked without a valid parking permit during the enforcement hours of 4:00 p.m. until 8:00 a.m. shall be subject to immediate towing at the vehicle owner's expense.
- d. During periods of snow removal (between October 16 and May 1) no vehicle shall be left in the same parking space for more than 48 hours.
- e. Year round, no vehicle shall remain in the same parking space for more than 7 consecutive days.
- f. All automobiles that leak fluids must be repaired immediately. The owner of the unit to which the offending vehicle belongs shall be held responsible for the cost of all cleanup and asphalt repairs made necessary by the leakage.
- g. No vehicle servicing or repairs shall be permitted upon the common area. Any vehicle that is not in working condition and that is left unattended for more than 48 hours will be towed from the common area at the vehicle owner's expense.
- h. No camping or living in recreational vehicles shall be permitted upon the common area.
- i. Unit owners shall be held accountable for parking violations by their tenants and their guests. For a first violation, unit owner(s) will receive written notification. A

second violation shall result in a written warning notice to the owner by certified mail. A third violation shall result in the automatic assessment of a fine of \$25 per day until such time as the offending vehicle is removed from the property by either the towing company or the vehicle owner.

#### **7. SPEED LIMIT**

The speed limit in the parking lots, and in the entrances to and exits from the parking lots, is 5 miles per hour. No one shall exceed the speed limit on the premises.

#### **8. PETS**

Owners may have pets. Tenants may not have pets. Guests of owners and tenants may not bring pets onto the property. Owners' dogs must be on a leash. Pets not on a leash will result in a fine and will be picked up by animal control. Barking dogs who disturb the peace and quiet of other owners and tenants will result in a fine to the dog's owner. Owners are responsible for cleaning up dog droppings. Dogs must not be permitted to use the walkways, stairways, or inner courts of the units for elimination purposes. The Board may deny the privilege of keeping a dog to any owner who violates any provision of this rule more than once. Any owner who has a pet shall hold the Association harmless for the action of the pet.

#### **9. CHILDREN AND TOYS**

Adult residents are responsible for the behavior of all minor children living with them, visiting them, or visiting the children who live with them. Any damage to a building, to the common area, or to equipment caused by occupant children or their guests shall be repaired at the expense of the responsible adult resident. Children twelve years old and younger must be under the direct supervision of a responsible adult at all times. It is not permitted to climb on fences, railings, landscaping, or otherwise behave in a way that might disturb people or cause damage to property. Toys are not to be left on the pathways, stairways, inner courts, roadways, or any other part of the parking and common areas. Children may not play with "Big-Wheels," skateboards, roller skates, roller blades, tricycles, or other noisy toys in or around the buildings.

#### **10. ENTRY BY MANAGEMENT**

The agents of the managing agent, and any contractor or workman authorized by the managing agent, may enter any condominium at any reasonable hour of the day for any purpose permitted under the terms of the CC&R's, By-Laws, or management agreement. Except in the case of emergency, entry will be made by prior arrangement with the owner. It is suggested that owners leave a key to their unit with the managing agent for use in case of emergency.

## 11. HEATING OF UNITS

From October 1st to May 1st, thermostats in the units must be set at a minimum of 55 degrees Fahrenheit. The Association's insurance will not cover damages caused by broken pipes in a unit when the heat has been turned off or below necessary limits to prevent pipes freezing. Owners, along with their rental agents, are responsible for keeping thermostats at 55 degrees Fahrenheit.

## 12. REAL ESTATE SIGNS

No "For Sale" or "For Rent" or other signs, including real estate signs, are permitted. "Open House" signs may be permitted for a period not to exceed 48 hours with prior written approval of the Board.

## 13. DOORS AND SCREENS

Owners are responsible for maintaining entry doors and screens. Any damage to doors and screens must be repaired by the owner after notice to the owner by the Association. Damages not repaired by the owner after a reasonable amount of time will be repaired by the Association at the expense of the owner.

## 14. LITTERING AND TRASH

Littering is strictly prohibited. Papers, cans, cigarette butts, and other trash are to be deposited only in appropriate enclosed receptacles; under no circumstances are such items to be dropped or left in common areas of the development. Trash receptacles will be placed in common areas at the direction of the Board or its agents. Garbage or trash may not be placed or left in common areas, even if it is in a container or receptacle, except in a receptacle designated by the Board. Residents must make separate arrangements for the disposal of large items such as furniture or crates; such items may not be placed in or near trash receptacles in the common areas.

**The Association's trash dumpsters and other trash receptacles are to be used *only* for the disposal of trash and refuse generated by residents of Pinebrook Homeowner Association. Any other uses of the Association's trash dumpsters and other trash receptacles including, but not limited to, the disposal of extraordinary items (such as, for example, furniture) and the disposal of trash or refuse generated at other locations is strictly prohibited. It is the policy of the Board to pursue all legal remedies both civil and criminal available against anyone caught making unauthorized use of the Association's trash dumpsters and other trash receptacles.**

## **15. HAZARDOUS ACTIVITIES, MATERIALS, AND FIREARMS**

a. No one shall engage in any conduct or keep or store any substances in or around the premises, whether in a unit or in a common area, that might create a safety hazard or have the effect of increasing the Association's rate of insurance. Such proscribed activities include, but are not limited to, keeping or storing flammable liquids (such as gasoline, kerosene, naphtha, or benzene), explosives, or articles deemed extra-hazardous to life, limb, or property, without, in each case, obtaining the prior written authorization from the Board. This rule does not apply to the fuel in the fuel tanks of authorized motor vehicles parked in designated parking areas.

b. No one shall build fires or use charcoal grills or any type of barbecue in the common area.

c. The use of all firearms, including without limitation rifles, air rifles, pistols, pellet guns, and the like, is strictly prohibited. Fireworks are prohibited.

## **16. NOTICE OF RENTAL, OCCUPANCY**

The owner must notify the managing agent every time a unit is rented, every time the unit is otherwise to be occupied by someone other than the owner, and every time the unit is to be vacant for one month or more. All prospective occupants or tenants must complete, sign, and submit to the managing agent both a standard rental form (if the unit is rented) and a signed copy of these rules at least 7 days prior to taking occupancy.

## **17. LAUNDRY ROOMS**

The laundry rooms are to be closed from 10:00 p.m. to 8:00 a.m. No laundry may be done during these hours.

## **18. CONSENT OR APPROVAL; WAIVER**

Any consent or approval of the Board given under these rules shall be revocable at any time. The failure of the Board to impose a fine or otherwise enforce any duty imposed by the CC&R's, Articles, By-Laws, or these rules and regulations shall not be deemed a waiver of the right to do so thereafter.

## **19. DELEGATION**

The Board, in its discretion, may delegate its power and duties with respect to the granting of consents, approvals, permissions, and fines under these rules and regulations to the managing agent.

## **20. REVISION OF RULES**

The Board may revise these rules and regulations at any time, as it deems appropriate. Written notice of any such revision shall be sent to each owner advising of the change in advance of its effective date.

## **21. COMPLAINTS**

Complaints of violations of these rules should be made to the Board through the managing agent in writing. If the Board determines that the complaint is justified, it will take whatever action it deems necessary. The Board will give the complainant written notice of its decision.

## **22. DUES**

All owners' dues are payable in advance by the first of each month, and a 10-percent late charge will be charged on amounts of which payment has not been received by the tenth of each month.

## **23. FINES**

- a. A fine of at least \$25 and no more than \$100 may be imposed for each violation of these rules and regulations.
- b. Notice of a violation will be mailed by registered or certified mail, or by courier service, to the owner and (if possible) to the tenant. The notice of a violation may, in the alternative, be served on the tenant by delivering a copy of the notice to the unit that the tenant occupies. Fines will be effective 14 days after the date of mailing or delivery of the notice of violation unless the violation is corrected within that 14-day period. If the violation is not cured within the 14-day period after mailing or service of notice of violation, the Board may impose an additional fine for each additional 7-day period or part thereof during which the violation remains uncorrected without notice and hearing (subject to a maximum accumulated total fine of \$500 for each separate, uncorrected violation). Fines will be levied for each separate occurrence of a violation. Recurring violations will be subject to immediate fines without further notification. Failure to pay any fine or fines imposed for violation of these rules and regulations will be deemed non-payment of an assessment and may be pursued by the Board under the lien and sale provisions of N.R.S. 117.

## **24. APPEAL PROCESS**

Owners who wish to appeal from the imposition of a fine may do so by providing written notice of their intent to appeal to the Board, through the managing agent, together with the actual payment of the fine imposed. Failure to pay the fine will constitute a waiver of the privilege of appealing the fine. If the appealing party is successful, fines previously paid will be returned or otherwise credited to the owner's account. Written notice of

appeal must be filed within 30 days following receipt of the notice of violation, and the appeal presented to the Board at its next regularly scheduled meeting.

## **25. ADDITIONAL ENFORCEMENT RIGHTS**

Notwithstanding any other provisions to the contrary, (a) after having given due notice to the owner and his tenants, the Board may take other action against the owner and tenant, including, without limitation, eviction of the tenant, for willful and continuous failure to abide by these rules and regulations, in accordance with the laws of the State of Nevada; and (b) the Board may elect to enforce any provisions of the CC&R's, By-Laws, or these rules and regulations by self-help (specifically including, without limitation, the towing of any vehicle that is in violation of parking regulations) or by suit in law or in equity to enjoin any violation or to recover monetary damages, or both. In that event, the Board need not comply with the procedure set forth above pertaining to the imposition of fines and the appeal therefrom.

## **26. MANAGING AGENT**

References in these rules and regulations to the managing agent are to:

Incline Property Management  
876 Tanager Street  
Incline Village, NV 89451  
Phone: (775) 832-0284

These rules and regulations were adopted by the Board of Directors of Pinebrook Homeowners Association, Inc. on September 22, 2000, and are effective as of November 1, 2000.

## **PINEBROOK HOMEOWNERS ASSOCIATION, INC.**

An Amendment to rule 4, Subparagraph C was made effective on February 6, 2003.