

***HOMEOWNERS ASSOCIATION CONDOMINIUM RULES AND  
REGULATIONS GOVERNING USE OF ROYAL PINES ASSOCIATION  
INCORPORATED PROPERTY***

**CONTACT INFORMATION:**

**MANAGER:**

C/O Incline Property Management  
Phone: 1 (775) 832-0284  
Fax: 1 (775) 832-4036

**BOARD OF DIRECTORS:**

876 Tanager Street  
INCLINE VILLAGE, NEVADA 89451

**WASHOE COUNTY SHERIFF, SUBSTATION  
WASHOE COUNTY ANIMAL CONTROL**

Incline Village Substation  
1-775-832-4110

**EMERGENCY: 911**

**INTRODUCTION**

These Condominium Rules and Regulations are adopted for the benefit of the Owners of Royal Pines Association Inc., hereinafter Royal Pines. They are intended to contribute to the preservation of the clean, attractive, natural Lake Tahoe environment and to enhance the value of the property in Royal Pines. These Rules are not designed to unduly interfere, restrict, or burden the use of said property. All Owners, Tenants and Guests of Royal Pines are required to abide by each of these Rules and Regulations, which are additional governing documents of the Association just as are the Association's Declaration (CC&R'S) and Bylaws, for example.

Owners are responsible for providing a complete set of Rules and Regulations to their Tenants and Guests. Any expenses incurred by the Association as a result of any action in violation of these Rules and Regulations or any of the governing documents of the Association by an Owner, Tenant or guest will be levied directly against the Owner as the responsible party.

The terms Condominium Declaration, Bylaws, Board, Common Expense, Common Area, Unit, Management, Association, Condominium Rules, and Owner used in these Rules shall have the same meaning as set forth in the Condominium Declaration of ROYAL PINES, as recorded in the office of the Recorder of Washoe County, State of Nevada.

**QUIET ENJOYMENT:**

All Owners, Guests, and Tenants have a right to quiet enjoyment of the property. Activity creating noise that disturbs the quiet enjoyment of the premises for the Owners, Tenants or their Guests shall not be permitted. Owners, Tenants and Guests shall maintain minimal noise levels before 8:00a.m. and after 10:00p.m.. Citizen complaints may be signed by the complaining party with the Sheriff's Department regarding any noise violations and reported to Management. Repeated complaints regarding noise may also result in sanctions by the Association, including warning and fine. (See Sanctions section).

### EMERGENCY ENTRY:

Agents of management, and any contractor or workman authorized by management, may enter any unit, deck, or garage at any reasonable hour of the day or night in emergencies for any repairs or other purposes permitted under the terms of the law, the CC&R'S, Bylaws, or the Management Agreement. Where possible, every effort will be made to make prior arrangements or provide notice to the Owner, Tenant or Guest. It is recommended that Management be supplied with a key and any necessary security code(s) or similar information to your unit or that a local contact person has available access to the unit for emergency purposes.

### COMMON AREAS:

- A. No Owner, Tenant, or Guest shall use or permit to be brought into the Condominium any flammable material, explosives, or substances deemed hazardous to life, limb, or property.
- B. Any damage to a building, common areas or equipment, caused by anyone shall be repaired at the expense of the unit's owner.
- C. No persons are permitted to play in the parking area.
- D. No bicycles, tricycles, skateboards, roller skates, roller blades, or other similar recreational and or unregistered vehicles may be used on walkways or driveways. No personal property of any kind shall be left in view on the property or Common Areas. **Items left outside of units will be removed immediately.** Nothing shall be hung from the doors, windows, decks, or placed upon the windowsills of the buildings.
- E. Unit decks, and the common areas and the parking area shall not be permanently decorated without the prior written consent of the Board of Directors. Changes affecting the appearance of the exterior of the building in any manner shall be made only with the prior written consent of the Board. Homeowners must submit written requests seeking Board approval. The Board of Directors will make a decision within thirty (30) days of receipt of such a request. Failure by the Board of Directors to approve or disapprove a Homeowner's request within thirty (30) days will constitute denial of the Homeowner's request to alter the appearance of the Unit, including affixing names and numbers to the unit exterior.
- F. No clothes, linens, signs, refuse, air conditioning equipment, exterior ductwork, etc., notices, advertisements, or illumination shall be inscribed or exposed on or at any window or other part of the building. Only one real estate sign advertising a unit for sale or lease is permissible, inside the Unit. The sign must be no larger than two square feet, and placed inside a window only. "Open House" signs may be permitted for a period not to exceed 12 (twelve) hours. No other signs of any type may be displayed or posted.
- G. No use of the common area shall be conducted so as to damage or increase the maintenance of any part of the Royal Pines development or so as to disturb other people.

### COMMON AREA IMPROVEMENTS:

- A. Any construction, property improvements, and or any physical alterations that require a building permit, must have prior written approval from the Royal Pines Board of Directors and all applicable governmental agencies. There must be an authorized Board Member's signature on the Architectural stamp, accompanied with a detailed set of plans to be submitted to the building department for final approval.
- B. Each Owner engaging in a work of improvement must obtain a certificate of workers compensation and general liability insurance and proof of in-force industrial and liability

insurance prior to allowing any workman to commence any work or services on Royal Pines property. The Association does not carry blanket workman's compensation insurance or general liability insurance; therefore the Owner contracting for the work or services, not the Association, will be liable for industrial and liability insurance covering any workmen on the property at the request of any Owner.

- C. Repair of damage caused by unreasonable use or unauthorized alternations of the Common Area shall be assessed to the Owner responsible for such use or alteration.
- D. All construction debris must be cleaned up daily and **not deposited** in the Association's dumpster or left on Association Common Area. Material storage on common area requires Association approval. Projects must have final Association approval upon completion.

### LIMITED COMMON AREAS / DECKS:

Decks are limited common areas reserved for the exclusive use of the Owners, Guests and Tenants of the unit to which they are attached and must be maintained by them.

- A. All decks and other exterior areas shall be kept in a clean and orderly fashion.
- B. No coverings such as plastic, wood or other materials may be placed on any exterior facing surface such as windows, decks or railings.
- C. Laundry may not be hung outside at any time. Outdoor clotheslines or other outdoor clothes drying or airing on the decks or railings are not permitted.
- D. No clothes, rugs, or other matter may be hung on or draped from the deck or railing, or otherwise left or placed in such a way as to be exposed to the view of other owners, without prior written consent from the Board.
- E. All barbeques grills and outdoor cooking devices must be either bottled, natural gas or propane or electric appliances with no open flames 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.
- F. No firewood is permitted to be piled, stored or stacked on any deck surface or beside any Unit. Firewood may only be stacked within a Unit or in areas designated upon request to the Association. This is a local fire district authority direction due to the potential fire hazard. If firewood is stacked within the garage area of a Unit, it may not be stored in such quantity as to interfere with the parking of two (2) vehicles within the garage as required by the Vehicles and Parking Regulations adopted by the Association.
- G. Outdoor patio furniture only is permitted on decks or otherwise outside a Unit. No indoor furniture or storage of any other kind is allowed on the decks.
- H. Owners and/or Tenants are responsible for snow removal from the decks if accumulation exceeds 18 inches in depth.
- I. **Satellite dishes** are permitted with some restrictions/guidelines and installation **requires prior, written Board approval**. You must submit your request in writing to the Board of Directors via the Management Company and install any such device pursuant to the approval, any conditions attached thereto and the written satellite dish installation instructions provided by the manufacturer or sales entity. No satellite dishes may be installed on the roof or on siding of any Unit.
- J. Garages must not be used solely for storage. Owners are responsible for maintaining garage and entry doors. Damages can be repaired by the owner or repaired by the Association with costs billed to the Owner.

### PETS:

- A. Owners and Tenants may have no more than two dogs and two cats on the premises at any time.
- B. Dogs must be on a leash at all times. Pets not on a leash will subject the Owner to a fine and will be picked up by animal control.
- C. Barking dogs that disturb the peace and quiet of other Owners, Tenants and Guests will result in a fine to the Unit's Owner.
- D. Owners, their Tenants and Guests who have dogs on the property, are responsible for cleaning up dog droppings.
- E. The Board may deny the privilege of keeping a pet to any Owner who violates this rule more than twice in any consecutive 12 month period .

### VEHICLES AND PARKING REGULATIONS:

- A. You must register your vehicles and obtain a valid Royal Pines parking permit and display them on the rear view mirror at all times in any vehicle that is parked outside of a garage. This permit may be obtained from the Management Company.**
- B. Guest parking permits: Each unit will be given one guest-parking permit that is assigned to that unit. The number will be written on the guest-parking permit. The guest-parking permit may not be used for a resident's vehicle or the vehicle will be subject to immediate fine and tow. If your guest pass becomes worn, return it immediately to the Management Company for replacement. Any vehicle showing an invalid (i.e. illegible unit number or tag number, reported lost or stolen tag number) guest parking permit, will be subject to immediate tow, and the Unit Owner may be subject to sanctions by the Association, including warning and fine. (See Sanctions section).***
- C. Homeowners, Tenants and Guests are not allowed more than three vehicles parked on the Royal Pines property. Two of the three vehicles must be parked in the garage.**
- D. Any Owner's third vehicle must have a current parking permit.**
- E. No vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking area, entrance, garage or walkway. Vehicles parked in front of a unit garage shall be for loading and unloading only, and must not remain there for more than 15 minutes and must not be left unattended. Any violation of this rule will result with immediate towing.**
- F. Vehicles may not remain in the same parking space for more than 7 days, including those vehicles with a valid parking permit or visitor's pass. During the snow season, November 1<sup>st</sup> through April 30<sup>th</sup>, all vehicles must be moved every 48 hours.**
- G. No campers, camper shells, house trailers, boats, boat trailers, snow mobiles, jet skies, motorcycles, dirt bikes, recreational vehicles, commercial trucks and similar vehicles may be parked in any of the common parking areas. They may only be temporarily parked for trip preparation, packing and unpacking upon return.**
- H. No camping or live-in recreational vehicles shall be permitted on the premises.**
- I. All inoperable or derelict vehicles, including those with expired and/or no license plates and/or without current registration, will be towed at Owner's expense.**
- J. 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.**
- K. No vehicle repairs may be performed upon the common area.**
- L. The speed limit is (5 MPH) five miles per hour on the property and speed limit signs and driving regulations for One Way Only are posted throughout the common area.**

- M. No vehicle shall be parked anywhere other than in a marked and designated parking space.  
**Violators shall be subject to immediate towing without warning.**

#### **Parking Violation Procedures:**

- First offense: Warning notice posted on the vehicle.
- Second offense: A \$50.00 fine to the unit owner.
- Third offense: Towing of vehicle in violation.
- Exceptions are rules E & F above. **Immediate towing without warning.**
- **Vehicle Owners will be responsible for all Towing and Administrative costs if their vehicle is towed.**

#### **GARBAGE:**

- A. All garbage must be removed from the unit in a timely manner so as to keep the premises clean and free of odor.
- B. Garbage/trash/debris must not be left outside of a unit.
- C. Cartons, wood crates, sticks, boards, furniture, appliances, toys, carpet or other solid matter may not be placed in or next to the refuse receptacles. Separate arrangements must be made for the disposal of these items.
- D. Cardboard boxes must be broken down prior to disposal in the dumpster.
- E. No construction debris may be deposited into the Association's dumpster, only your household garbage is allowed.
- F. No Christmas trees may be placed in Association dumpsters or on Association Common Area.
- G. **Any violation of these rules will result in a fine.**

#### **HEATING:**

From November 1 to May 1, the heating thermostat must be set at 55 to 60 degrees when the unit is vacant, to prevent pipes from freezing. Association insurance will not cover damages caused by broken pipes in a unit when the heat is not adequate to prevent pipes from freezing.

#### **INSURANCE:**

All Owners must obtain their own insurance to cover the interior contents of their unit and liability insurance. Owners must submit annually, proof of their current insurance policy/coverage to the Management Company, which document must show current coverage at all times.

#### **CHIMNEYS AND FIREPLACES:**

Owners must have their fireplaces, chimneys, flues, wood stoves, pellet stoves and other heating units inspected on a bi-annual bases and cleaned annually if wood products, pellets or paper fuel is burned in such devices. If a Unit's fireplace or heating unit(s) are natural gas or propane fueled, the Owner must follow the manufacturer's inspection and maintenance instructions and schedules in addition to these Association requirements. Owners must send a copy of the invoice for such inspections and work upon completion to the Management Company by November 30 of each year. Owners are responsible to other Owners for damage resulting from improperly maintained fireplaces, chimneys, flues, wood or pellet stoves, or other heating units.

## **BUSINESS OPERATION IN ROYAL PINES:**

No Commercial business activity will be allowed upon Royal Pines property. A home occupation business may be allowed to operate in the condominium unit, provided the business does not bring additional vehicles to park on the common grounds or increase the normal amount of traffic. The home occupation business must be in compliance with all governmental laws and the governing documents of Royal Pines.

## **CONDOMINIUM RENTALS:**

Owners have the right to rent or lease their units in accordance with governmental laws, **Association governing document provisions** and with the understanding that the tenant is bound by and obligated to the provisions of the governing documents of Royal Pines. **No owner shall lease less than an entire unit. No more than six (6) people may occupy a unit at any time and no more than two people per bedroom contained within any Unit so rented.**

## **DUES AND FINES:**

All Association dues, including any assessments, must be paid in advance and are due on the first (1<sup>st</sup>) day of the month.

## **SANCTIONS, LATE FEES AND FINES SCHEDULE :**

- A. A fifty-dollar charge (\$50.00) will be added for late dues or special assessments, defined as those postmarked fifteen days (15) after the first (1<sup>st</sup>) day of the month.
- B. Homeowners that are delinquent on their monthly dues or a special assessment after the fifteenth (15<sup>th</sup>) of the month will receive a notice of intent to lien.
- C. Payment in full must be made by the fifteenth (15<sup>th</sup>) of the following month or a lien will immediately be placed upon the unit.
- D. Owners will be notified by mail in the event they may be subject to a fine and shall have the opportunity for a hearing. Owners will be fined not less than fifty dollars (\$50.00) nor more than one hundred dollars (\$100.00) for each violation. If not resolved at the hearing, the violator has 14 days to cure the violation; if not cured within that period of time, a fine may be imposed each seven (7) days the violation remains uncured. Any additional fine may be imposed without notice and an opportunity to be heard.
- E. Fines will be added to dues for payment the following month.
- F. **Any offense or violations of the Rules and Regulations will result in a \$50.00 fine except as stated below.**

## **PROCEDURES:**

These duly adopted Rules and Regulations are one of the governing documents of the Association and violation of any provision of any governing document may subject a Unit Owner to sanctions only if the Association complies with the provisions of NRS 116.31031. Potential 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.

The Executive Board may not impose a scheduled fine unless (1) 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 (2) 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.

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. Fines may be assessed for any violation of the Rules and Regulations, in amounts determined appropriate by the Board. 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 bear interest at a rate established by the Association, not to exceed the legal rate, and may include collection costs of collection fees, filing fees, recording fees, referral fees, postage or delivery fees and any other fee or costs the Association may reasonably charge.

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.

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, they shall also require the payment of the costs of the proceedings, in a reasonable amount given the time the matter has taken, by the Owner so fined. The costs become an assessment upon the Unit and Owner and may be enforced through any lawful means, including lien sale and foreclosure.

#### **Violations:**

Owners are responsible and liable for all actions of their Tenants and Guests. Any expenses or costs incurred by the Association as a result of any action by the Owner, their Tenants or Guests will be billed directly to the Owner.

**Fines for violations are as follows except for parking violations / See Parking Violation Section:**

- First time: Warning to Owners, Tenants, and or Guests.

- Second time: \$50.00 fine levied for each violation fourteen (14) days after notice to correct is given by mail to Owners. Additional fines are levied every seven (7) days thereafter until the violations are corrected.
- Third time within a twelve- month period: \$100.00 fine.

**ADDITIONAL ENFORCEMENT RIGHTS:**

Notwithstanding any other provisions to the contrary, the Association may elect to enforce any provisions of the Declaration, Bylaws, or any Rule or Regulation by self-help (specifically including, without limitation, the towing of any vehicles that are in violation of parking regulations), by appropriate administrative proceeding or by suit to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above.

**REVISION OF RULES:**

These Condominium Rules can be revised at any time by the Board as conditions warrant, provided a written communication is sent to each Owner advising him or her of the change 30 days in advance of its effective date.

These Rules and Regulations are adopted by ROYAL PINES ASSOCIATION, INC. Board of Directors on 4/19/2005, and are effective immediately upon passage and approval.

ROYAL PINES OWNERS ASSOCIATION

James Noel  
President of the Board of Directors

4/19/2005  
Date