

## **CONDOMINIUM RULES AND REGULATIONS GOVERNING USE OF SKYLAKE CONDOMINIUMS BY ITS OWNERS**

These Condominium Rules and Regulations are adopted for the benefit of the owners of the condominiums at SKYLAKE CONDOMINIUMS. They are intended to contribute to preserving the clean, attractive natural environment and to assuring the peaceful enjoyment of SKYLAKE CONDOMINIUMS. They are intended to enhance the value of the owner's property in SKYLAKE CONDOMINIUMS. They are not designed to unduly interfere, restrict, or burden the use of the property.

All residents of SKYLAKE CONDOMINIUMS and their guests are required to abide by these Rules, which are meant to supplement the provisions of the Condominium Declaration and the Bylaws of SKYLAKE CONDOMINIUMS.

Owners must provide a set of 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 CC&R's by the owner's tenants and guest will be levied directly against the owner.

1. **RESIDENTIAL USE:** SKYLAKE shall be used for residential purposes only.
  - A. Nothing in this document shall prevent an Owner from renting or leasing his/her Unit, pursuant to all Washoe County Health and Building Codes.
  - B. Any lease or rental agreement shall be in writing.
    - I. All tenants shall abide and be subject to all provisions of the CC&R's, Articles, By-Laws, and the Rules and Regulations.
    - II. Any lease or tenant agreement must specify that failure to abide by such provisions shall be a default under the lease and rental agreement.
  - C. No Owners shall rent or lease his/her Unit for hotel purposes.
  - D. No Unit shall be divided into two or more separate units or subdivided in any manner.
  - E. No Owner shall lease less than the entire Unit.
  
2. **QUIET ENJOYMENT:** All owners, guests and tenants have a right to quiet enjoyment. Activity creating noise which disturbs the quiet enjoyment of the premises for the owners and/or their guests shall not be permitted. Owners, guests and tenants shall reduce noise levels before 7:00 a.m. and after 10:00 p.m.

Complaints must be signed with the Sheriff's Department regarding any noise violations and reported to management.

3. **COMMON AREA:** Outdoor Common Area, 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 Area shall be conducted so as to damage or increase the maintenance of any part of the Skylake development or so as to disturb other people. No placement of personal items in the common area is permitted.

There shall be no organized sports activities, overnight camping, picnicking, or fires, including barbecue fires in the Common Area.

4. **COMMON AREA IMPROVEMENTS:**
- A. Any changes to the common area must be submitted in writing to the Board, prior to any alteration to the common area. Improvements, maintenance, repair, and landscaping of the Common Area shall be done only under the directions of the Board and shall be treated as a common expense item;
  - B. Except that repair of damage caused by unreasonable use or unauthorized alterations of the Common Area shall be assessed whenever possible to the Owner responsible for such use or alteration.

5. **LITTERING/TRASH:** There shall be no littering. Papers, cans, cigarette butts, and other trash are to be deposited only in appropriate enclosed receptacles; and under no circumstances are such items to be dropped or left in the Common Area of the development. Trash receptacles may be placed in Common Areas only at times and places designated by the Board. Garbage is not to be placed or left in Common Areas, whether or not contained in a receptacle, except as designated by the Board. Large items such as furniture, toys and boxes must be disposed of by the owner or tenant. They may not be placed in, or left next to, the Association receptacles. Small boxes may be broken down and placed inside the dumpster. Recycle bins are to be placed next to the dumpster inside the dumpster enclosure **ONLY** on the day of pick-up and retrieved at the end of that day. Recycle bins are **NOT** to be left in the dumpster area, it is each individual Owners responsibility to keep the bins inside their Unit.

Owners shall be responsible to keep the Common Area around their immediate area clear and free from any unsightly objects and from noxious or offensive odors.

6. **LANDSCAPING:** Improvements, maintenance and 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, except that repair of damage caused by unreasonable or unauthorized use of the common area shall be assessed wherever possible, to the Owner or lessee responsible for such use.

Owners may plant flowers in the immediate vicinity of their Units, provided that approval of the Board is first obtained and the type of planting will blend in with the overall landscaping of the SKYLAKE CONDOMINIUM Development.

7. **CHANGES TO EXTERIOR APPEARANCE:** Changes affecting the appearance of

the exterior of the buildings, such as, decorations, television and radio antennas, awnings, signs, sunshades, air conditioning equipment, fans, screens, terrace or balcony covers and enclosures, satellite dishes, TV or short-wave antennas, etc. shall be made only with the consent of the Board. Owners may not affix names or numbers to the units except those authorized by the Board.

No clothes lines, refuse, signs or similar materials or equipment shall be hung from windows, placed on window sills, hung on or draped from a balcony.

8. **EXTERIOR BUILDING REPAIRS OR MODIFICATIONS:** No individual Unit shall be painted or repainted on the exterior or any construction done to alter or repair the exterior structure without prior written approval of the Board. All Contractors shall have Liability Insurance and current Nevada SIIS and copies of same be on file with the Management Office prior to beginning of construction.

All proposed changes to the exterior of the buildings or grounds must be approved in advance by the Board in writing. A description, including drawings, coloring, type of material, etc. must be submitted with the request. Approval of any project by the Board does not waive the obligation of the owner to obtain the required permits.

Homeowners are responsible for the immediate replacement of broken windows and/or missing or damaged screens.

9. **PERSONAL ITEMS:** 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 other owners.
10. **GARAGES/GARAGE AREAS:** Owners shall be responsible to keep their garages and garage areas clean and free from unsightly objects. Owners with garage doors shall keep their garage doors closed when not in use. Vehicles must be parked in the garages. Garages may not be used for storage or any other activity. Owners guest, or Tenants cannot use garages owned by other Owners without the express written consent of the affected Owner. No Owner shall park a vehicle in such a manner as to impede access to another Owners garage.
11. **PARKING:** Each unit is entitled to two (2) parking spaces, regardless of the number of occupants, one in the garage/garage area and one in the driveway. In no case shall any unit be allowed more that two (2) vehicles. During periods of snow removal, November 1 through May 1, no vehicle shall be left in the same location for more than forty-eight (48) hours. Vehicles shall not be parked in front of snow removal ramps. Year round, no vehicle shall remain in the same location for more than seven (7) consecutive days, except in garages.
11. **PARKING, Cont'd:** No boats, trailers, campers, or recreational vehicles are permitted except in garages with the door closed. No motorcycles, motorbikes, motorized

skateboards, off-road vehicles are permitted to park in the Common Area or Common Area parking. These vehicles are permitted on the Common Area roadways for ingress and egress only.

No Commercial vehicles, vehicles larger than 3/4 ton, vehicles not in working condition or unregistered vehicles may be parked on the premises.

12. **REPAIR OF VEHICLES:**

- A. No servicing or repairs to vehicles on the Common Area is permitted.
- B. Any vehicle not in running condition and/or left unattended for more than forty-eight (48) hours will be towed from the common area at the expense of the responsible Owner.
- C. Any vehicle which leaks fluids shall be repaired immediately. Any damage to property from a vehicle which leaks fluids shall be held responsible for the cost of repairs.

13. **SPEED LIMIT:** The maximum speed limit on Common Area driveways is ten(10) miles per hour. All vehicles shall be restricted to paved access roads and parking areas.

14. **PETS:** Owners may have pets, Tenants and Guests may not have pets. No animals or fowl shall be raised, kept or permitted upon the Common Areas or any part thereof excepting only domestic dogs, cats and caged pet birds kept within the unit. No animals shall be kept, bred or raised on the premises in unreasonable numbers. All pets brought on the Common Area of the project must be kept on a leash and under control by their owners, so as to cause no undue noise, nor nuisance to others. Owners are responsible for removing any litter on the project caused by their pets. The Board may revoke or deny the privilege of keeping any pet to any Owner who violates this rule more than twice. All Owners who have pets shall hold the Association harmless for the actions of their pets.

15. **DECKS, EXTERIORS AND FIREWOOD:** Decks are considered limited common elements reserved for the exclusive use of the owners or tenants of the unit to which they are attached and must be maintained By them. All decks and other exterior areas shall be kept in a clean and orderly fashion. Laundry may not be hung outside at any time. Outdoor clotheslines or other outdoor clothes drying or airing facilities are not permitted. When not in use, all personal items with the exception of patio furniture, barbecues and firewood must be kept within the unit so as not to be exposed to the view of occupants or other units. Nothing may be hung from windows, placed on window sills, or hung or draped from the decks or railings. Owners are responsible for snow removal from the decks and entrances appurtenant to their unit. Decks are not to be hosed with water but must be swept or wet mopped only. Firewood must be stored in a manner approved by the Association. Nothing may be stored above the level of the deck railing.

16. **CHILDREN AND TOYS:** Any damage to the building or other common areas or equipment caused by children or their guests shall be repaired at the expense of the parents. Parents shall be held responsible for the actions of their children and guests.

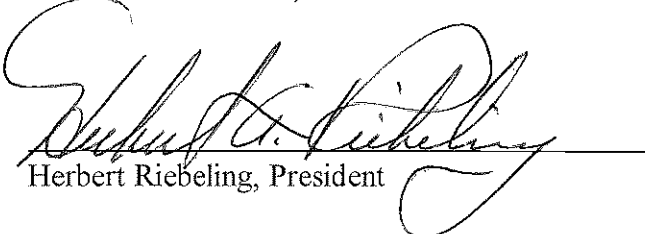
Skateboards, roller blades, roller skates, tricycles, etc. are not to be ridden on roadway within the project. Toys are not to be left on the roadway or in front of garage doors.

17. **HAZARDOUS MATERIAL:** No Owner shall use or permit to be brought into the condominium any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosive or articles deemed extra hazardous to life, limb or property, without in each case, obtaining written permission of the Association.
18. **INTERIOR OF UNITS:** From November 1st to May 1st thermostats are to be set no lower than 55 degrees in unoccupied units. Association insurance does not cover damage caused by broken pipes as a result of freezing. Failure by an Owner to prevent frozen pipes shall result in the Owner being held responsible for costs incurred in any repairs to his or her unit as a result of water damage of frozen plumbing problems. All units are equipped with an electric water solenoid shut-off switch. Owners are required to turn off the water with this switch if unit is unoccupied for more than forty-eight (48) hours.
19. **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 forty-eight (48) hours, with approval of the Board of Directors.
20. **FIRE ALARM SYSTEM:** Each Unit has been equipped with smoke and heat detectors which detectors are and shall remain connected to monitoring equipment owned by the Association and monitored by a private company for the purpose of notifying the local fire department in the event a detector signals the detection of smoke or changes in temperature. Each Owner shall cause to maintain the detectors within that Owner's Unit in good order and repair and at all times effectively connected to the monitoring equipment. Should any activity within the Unit cause the detector to malfunction, the Association shall replace such detectors whenever necessary at the sole cost of the Owner. All costs of maintaining the monitoring equipment located outside the Unit shall be paid by the Association as part of the common expenses.
21. **ENTRY BY MANAGEMENT:** The agents of management, and any contractor or workman authorized by management, may enter any condominium at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Covenants, Conditions and Restrictions, By-Laws or Management Agreement. Except in the case of emergency, entry will be made by prearrangement with the Owner. To that end, it is suggested that management be provided a key or that Owners leave a key with a local friend or Agent.
22. **LAWS:** Federal, State, County and Local laws shall be enforced.

23. **FIREARMS:** The use of all firearms, air rifles, or pistols is strictly prohibited. Fireworks are prohibited.
24. **CONSENT OR APPROVAL:** Any consent or approval of the Board given under these Rules and Regulations shall be revocable at any time.
25. **DELEGATION OF DUTIES:** The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals, permissions, and fines under these Rules to the Manager.
26. **COMPLAINTS:** Complaints of violations of the Rules and Regulations must be made in writing to Management.
- A. If the complaining Owner is not satisfied with the result of such complaint, he should forward a copy of his written complaint to the Board of Directors for further action.
- B. If the Board feels the complaint is justified, it will take whatever action it deems necessary.
- C. The Board will supply the complainant with a written notice of its decision.
27. **FINES:**
- A. The first notice of violation will be sent by Registered and regular mail to the Owner.
- B. Fines will be effective ten (10) days after date of mailing unless the violation is corrected within the ten (10) days.
- C. Violation of these Rules may result in a fine not less than twenty-five (\$25.00) dollars and not more than fifty (\$50.00) dollars for a single occurrence.
- D. Fines shall become an assessment against the Unit, and appear on the individual account.
28. **APPEAL PROCESS:**
- A. Owners who wish to appeal a fine may do so by providing written notice of their intent to appeal to the Board of Directors via the Managing Agent.
- B. Said notice of appeal shall be filed within thirty (30) days following receipt of the notice of violation, and the appeal presented to the Board at the next regularly schedule meeting of the Board of Directors.
29. **ADDITIONAL ENFORCEMENT RIGHTS:** Notwithstanding any other provisions to the contrary, the Association may elect to enforce any provisions of the Declaration, By-Laws or any Rule or Regulation by self-help (specifically including, without limitation, the towing of any vehicles that are in violation of parking regulations) or by suit in law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth above.
30. **EVICCTIONS:** After due notice having been given to the Owner and his tenants, the Association may evict a tenant for willful and continuous failure to abide by the rules and regulations of the Association, in accordance with the laws of the State of Nevada.
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31. The terms "Condominium Declaration", "By-Laws", "Board", "Common Expense", "Unit", "Manager", "Condominium Rules", and "Owner", used in these Rules shall have the same meaning as set forth in the Condominium Declaration of the SKYLAKE CONDOMINIUM recorded in the office of the Recorder of Washoe County, State of Nevada, under File No. 550187. As in the Condominium Declaration, the term "Common Area" includes "Limited Common Area".
32. **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 in advance of its effective date.

These Rules and Regulations adopted by SKYLAKE CONDOMINIUM Association Board of Directors on June 13, 1998.



Herbert Riebeling, President

# **RULES AND REGULATIONS GOVERNING SKYLAKE CONDOMINIUMS**

## **(Renters and Guests Abbreviated Version)**

*These rules and regulations have been adopted for the benefit of owners, their guests and tenants of the Skylake Condominium Association. They are intended to contribute to preserving the clean, attractive, natural environment and to assure the peaceful enjoyment for all. They are not designed, nor intended, to unduly interfere, restrict, or burden the use of the property.*

### **Quiet Enjoyment:**

Any activity creating loud noise that disturbs others shall not be permitted. Owners, guests and tenants shall reduce noise levels after 10:00 P.M. and before 7:00 A.M.

### **Littering/Trash:**

There shall be no littering. Papers, cans, cigarette butts, and other trash are to be deposited only in appropriate receptacles. Under no circumstances are such items to be dropped or left in the Common Areas. Items too large for the receptacles must be disposed of separately. Small boxes may be broken down and placed inside the receptacles.

Owners and guests shall be held responsible to keep the Common Area around their immediate area clear and free from any unsightly objects and from noxious or offensive odors.

### **Personal Items:**

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 other owners or guests.

### **Garages/Garage Areas:**

Owners shall be responsible to keep their garages and garage areas clean and free from unsightly objects. Owners with garage doors shall keep them closed when not in use. Vehicles must be parked in the garages. Owner's guests or tenants cannot use garages owned by other owners without the express written consent of the affected owner. No owner shall park a vehicle in such a manner as to impede access to another Owner's garage.

### **Parking:**

Each unit is entitled to two (2) parking spaces, regardless of the number of occupants; one in the garage/garage area and one in the driveway. In no case shall any unit be allowed more than two (2) vehicles. During periods of snow removal, November 1 through May 1, no vehicle shall be left in the same location for more than forty-eight (48) hours. Vehicles shall not be parked in front of snow removal ramps. Year round, no vehicle shall remain in the same location for more than seven (7) consecutive days, except in garages.

No boats, trailers, campers, or recreational vehicles are permitted except in garages with the door closed. No motorcycles, motorbikes, motorized skateboards, off-road vehicles are permitted to park in the Common Area or Common Area parking. These vehicles are permitted on the Common Area roadways for ingress and egress only.

### **Repair of Vehicles:**

- A. No servicing or repairs to vehicles on the Common Area is permitted.
- B. Any vehicle not in running condition and/or left unattended for more than forty-eight (48) hours will be towed at the responsible owner's expense.
- C. Any vehicle that leaks fluids shall be repaired immediately. Any damage to property, and the subsequent cost of repairs, from a vehicle that leaks shall be the responsibility of offending owner.

### **Speed Limit:**

The maximum speed limit on the Common Area driveway is ten (10) miles per hour. All vehicles shall be restricted to paved access roads and parking areas.

### **Pets:**

All pets brought on the Common Area must be leashed and under control of their owners, so as to cause no excessive noise, or nuisance to others. Owners are responsible for removing any litter caused by their pets.

### **Decks, Exteriors and Firewood:**

Decks are considered limited common elements reserved for the exclusive use of the owner, tenant or guest of the unit to which they are attached. All decks and other exterior areas shall be kept clean and in an orderly fashion. Laundry may not be hung outside at any time. Outdoor clothes lines or other outdoor clothes drying or airing facilities are not permitted. When not in use all personal items, with the exception patio furniture, barbecues and firewood, must be kept within the unit so as not to be exposed to the view of occupants or other units. Nothing may be hung from windows, placed on windowsills, or hung or draped from the decks or railings. Decks are not to be hosed, but must be swept or wet mopped only. Firewood must be stored in a manner approved by the Association. Nothing may be stored above the level of the deck railing.

### **Children and Toys:**

Any damage to the building or other common area or equipment caused by children or their guests shall be repaired at the expense of the parents. Parents shall be held responsible for the actions of their children and guests. Skateboards, roller blades, roller skates, tricycles, etc. are not to be ridden on roadway within the project. Toys are not to be left on the roadway or in front of the garage doors.

### **Hazardous Material:**

No owner, guest or tenant shall use or permit to be brought into the condominium any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosive or articles deemed extra hazardous to life, limb or property.

### **Firearms:**

The use of all firearms, air rifles, or pistols is strictly prohibited. Fireworks of any kind are also prohibited.