

**RULES AND REGULATIONS OF SOUTHWOOD PINES HOMEOWNERS  
ASSOCIATION**

A Nevada Common Ownership Interest Community

**CONTACT INFORMATION:**

**MANAGEMENT:**

Incline Property Management

Phone: 1 (775) 832-0284

Fax: 1 (775) 832-4036

**MAINTENANCE OR EMERGENCY:**

**BOARD OF DIRECTORS:**

848 Tanager Street, SUITE M  
INCLINE VILLAGE, NEVADA 89451

**WASHOE COUNTY SHERIFF, SUBSTATION**

**WASHOE COUNTY ANIMAL CONTROL**

Incline Village Substation

1-775-832-4110

## **INTRODUCTION:**

The following Rules and Regulations are for Owners, guest, tenants and permanent or temporary occupants of Southwood Pines and are adopted in accordance with the authority provided to the Board of Directors by the governing documents of the Association and Nevada State law. Southwood Pines is a common ownership interest community, Nevada's statutory, legal term describing the living conditions here. We live in close proximity to one another as neighbors and thus must take care to ensure that our actions are not selfish, do not adversely impact our neighbors or their rights to the peaceful and quiet enjoyment of their residence Units and do not compromise their health or safety while here. We aspire to courtesy, civility and consideration to each other, in an effort to make this beautiful physical setting a pleasant place for all of our residents, guests and tenants.

PLEASE NOTE, in every instance, the Unit Owner 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 that may be on the property with your permission, knowledge or consent at any time. Warnings, fines, citations and notices of violation and related communications will be sent to and assessed against the Unit Owner in every instance.

## **MOTOR VEHICLES:**

1. The speed limit within all areas of Southwood Pines is set at a maximum of 5 miles per hour, unless conditions require slower speed or unless otherwise posted. All persons on the property are required to observe this speed limit and it is posted prominently throughout the community. Speeding, aggressive, careless or reckless driving while on Southwood Pines grounds may subject the driver to a warning or citation by the Washoe County Sheriff and/or sanctions by the Association, including warning and fine.
2. Be advised that during winter months, roads are frequently covered with snow and ice and require extreme vigilance to travel. The use of chains or snow tires is mandatory within the property and a safe rate of travel is often less than the posted 5 miles per hour to avoid incident. Failure to drive appropriately in the circumstances may subject a vehicle operator to sanctions by the Association, including warning and fine.
3. Drivers must yield to Association snow removal equipment, which has the right of way on any Association roadway at any time. When approaching a snowplow or other snow removal equipment, drivers must stop at least 100 feet from the

equipment and wait until the operator signals that it is safe to proceed around the machine. Failure to do so may subject the *driver* to sanctions by the Association, including warning and fine.

4. Motorcycles, scooters, mopeds and motorized skateboards, off-road vehicles are prohibited from operating within Southwood Pines unless they are licensed, registered and insured as motor vehicles and are operated by licensed and qualified individuals at all times. Bicycles without motors are allowed and violations of these provisions may subject the operator to sanctions by the Association, including warning and fine.
5. Any vehicle operated within Southwood Pines 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 without further notice and additional sanctions by the Association, including warning and fine, may be issued. No excessively loud vehicles, loud mufflers, loud radios, racing of engines or excessive exhaust from vehicles within the project shall be permitted.
6. The storage or parking of trailers, boats, campers, RVs, personal watercraft, airplanes, gliders, hang gliders, snowmobiles, para-sails, helicopters, or any wrecked or otherwise inoperable vehicles within the property is prohibited. No work, repair, maintenance or restoration of any such vehicle or equipment within the Southwood Pines community is allowed at any time. Washing of vehicles away from the structures shall be permitted. Physical space is at a premium within this community and thus vehicles parked unattended or unused for periods of time in excess of five (5) consecutive days are prohibited may be considered abandoned and towed by the Association without further notice. As a direct result, if an Owner will be absent from his Unit for more than five (5) consecutive days, please advise the Management Company of that fact and provide the vehicle's identification, location and who will have the keys in the event it needs to be moved. Failure to do so may result in the vehicle being towed from the property without further notice and additional sanctions by the Association, including warning and fine, may be issued.
7. Only 2 vehicles are permitted on the common area per Unit. Vehicles must be parked in designated areas only and not within fire lanes. Designated fire lanes must be kept clear at all times. No vehicle may be parked in any location that

creates a potential traffic hazard, causes pavement damage or erosion concern. Failure to abide by these restrictions may result in the vehicle being towed from the property without further notice and additional sanctions by the Association, including warning and fine, may be issued.

8. Boat, RV's, campers and trailers may be brought into the community for the purpose of loading, unloading and visitor transportation. These vehicles may be temporarily parked only on a space available basis and must not interfere with a neighboring Unit's ability to park or access their Unit in any way. No such vehicle may be occupied while on the premises of Southwood Pines. Failure to abide by these restrictions may result in the vehicle being towed from the property without further notice and additional sanctions by the Association, including warning and fine, may be issued.
9. No commercial vehicles may be parked within the community overnight. Large vehicles with over one ton capacity, trucks, vans, flatbeds, box vans, step vans, U-Hauls, tow trucks, vehicles primarily designed for hauling or those used in a trade or business and those whose length prevents them from being parked in a standard Association size parking bay are prohibited from parking 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. Failure to abide by these restrictions may result in the vehicle being towed from the property without further notice and additional sanctions by the Association, including warning and fine, may be issued.

**COMMON AREAS/LIMITED COMMON AREAS:**

1. Persons must keep off the hillsides, sloping banks along either side of the roadways and unpaved parking areas within Southwood Pines due to erosion and environmental concerns.
2. Skiing, roller skating, skateboarding, sledding, mountain biking, hiking and roller-blading on common areas within Southwood Pines are prohibited for safety and liability reasons.
3. Failure to abide by these restrictions may result in the imposition of sanctions by the Association, including warning and fine.
4. No towels, laundry or clothing items shall, be draped or dried over decks or railings and unsightly debris, equipment or trash shall be permitted on decks or in

the common areas. Storage on decks and porches shall be limited to barbeques, patio furniture and neatly stacked firewood.

5. Please note that the area behind the Units that is fenced is common area, owned by the Association and is not owned as part of the Unit.
6. Exterior maintenance of your Unit and the common area is an Association responsibility and individual Unit Owner's are not to do or cause to be done any painting, refinishing, construction, repair or alteration to the exterior or common areas without prior written Board approval.
7. No signs, business advertising, "for sale", "for rent" or other signs shall be posted on or in the Units or on the common grounds.

**PETS AND ANIMALS:**

**DOGS:**

1. All dogs within Southwood Pines shall be kept in residential Units or on the porch or deck areas of their Owners and must be on a leash under the direct, immediate supervision and control of a responsible person when outside of any Unit. No dog shall be at large, running loose, or tied to any tree or fixture within the community and no Owner shall have more than one dog and one cat in their Unit or on the common area.
2. Barking, whining, growling or other noises from dogs must be kept to a minimum so as not to disturb the peace and quiet of the residents of Southwood Pines. Owners are responsible to control their animals and constantly barking or noisy dogs that disturb the peace of the community are prohibited to avoid this situation, dogs should not be left unattended in the Owners absence.
3. Any officer, director, manager or employee of the Association is authorized to impound, cause to be impounded or file a complaint with Washoe County Animal Control officers at 832-4110 regarding every dog that is not under control of the Owner or that is causing a disturbance of any kind within the community.
4. Owners may lodge complaints about dogs at large or noisy, disturbing dogs with the Association Manager or Washoe County Sheriff/Animal Control at any time.
5. Owners need to police and dispose of their animals waste when walking them within the community and must be able to show how this will be accomplished upon any reasonable request by Association management.

6. Failure to abide by these restrictions may result in the sanctions by the Association, including warning and fine.

**OTHER ANIMALS:**

Exotic animals are prohibited upon the premises. Licensed exotic animals may be present within the community with the written permission of the Board prior to the animal being brought upon Association property, subject to any restriction or control placed upon the animal and its Owner by the Board. Domestic cats are not an exotic animal and may be on the premises, subject to rules and regulations pertaining to noise and waste. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine.

**NOISE/LIGHTS:**

No activities that generate sufficient light or noise levels 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 peaceful enjoyment of the community are permitted. Excessive or disturbing noises or activities that cause such noises like loud music, loud vehicles or exhaust, loud parties or gatherings of people and noisy animals are prohibited within Southwood Pines, especially before 8:00 a.m. and after 10:00 p.m.. Firearms, air rifles or pistol use is prohibited within the community. 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. Parents are responsible for the safety and conduct of their children, including their supervision while on the premises. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine.

**YARD SALES/OUTDOOR ACTIVITIES:**

Owners may conduct occasional yard sales on Fridays, Saturdays and Sundays only. Sales may be held on Monday if it is a federal holiday; sales must be conducted only in the parking lot or area adjacent to the Owner's Unit so as to avoid obstructing any neighboring Unit's parking space. Items to be sold may be displayed no earlier than the afternoon prior to the start of the sale and must be removed no later than the evening after completion of the sale that same day. Signs advertising any sale or other activity may not exceed one foot square, may be put up the day before the sale and must be removed no later than the evening after completion of the sale that same day. No outdoor barbeque, picnic, meeting or other gathering may be held or conducted in any parking or Common

Area not set aside for such purpose. Failure to abide by these restrictions may result in sanctions by the Association, including warning and fine.

**TRASH DISPOSAL/FIRE SAFETY:**

1. Dumpsters are provided by the Association for use by all residents for the disposal of all household trash and garbage. Construction debris, furniture and other large debris may not be placed in the dumpsters but should be taken to the IVGID recycling center during its normal business hours. Large disposable items such as boxes should be broken down before being placed in the dumpster or, if they cannot be broken down, must be taken to the closest transfer station for disposal.
2. Ashes and embers must be stored in metal containers only and disposed of in the ash containers adjacent to the dumpsters, never in the dumpster due to fire safety concerns.
3. As previously recited, vehicles shall not impede fire lane areas and vehicles must be parked in a manner so as to never impede ingress and egress of emergency vehicles.

**SINGLE FAMILY DWELLINGS:**

Southwood Pines is zoned by Washoe County for use only as 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. The maximum occupancy number for each Unit as set by the Association is six (6) persons. This limit must be observed at all times. Units in violation, no matter the duration of the violation, will be fined. The penalties for violation can be severe and will be in addition to any sanctions for failure to abide by these restrictions levied by the Association, including warning and fine.

No business, commercial or other for-profit activity except Southwood Pines Association business may be permitted on the premises.

**SANCTIONS; HEARING PROCESS:**

1. These duly adopted Rules and Regulations are one of the governing documents of the Association and the violation of any provision of them subjects a Unit Owner to sanctions. These 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 upon the Owner, providing the violation is not one that threatens the health and safety of the Association or any member thereof.

2. 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.
3. 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 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.
4. The Unit Owner must be advised in written form that a fine for the violation has been levied and that the Owner has a right to be heard at an appeal hearing on the violation. The Owner must submit a request within 10 days for such a hearing along with the amount of the noticed fine in full.
5. If a hearing is requested by the Unit Owner, one must be held by the Board or any panel they may appoint to review the circumstances and explanation for the violation, if any is presented. These hearings may be conducted in Executive Session unless the Owner requests in writing that the hearing is 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.
6. 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.

## MISCELLANEOUS PROVISIONS:

All contract Association employees doing work for the Association are not to be directed or instructed by Unit Owners as to their tasks. That obligation lies with the Board and/or Management Company. Owner comments, criticisms or suggestions about work being done on the Common Area should be directed to a Board member or the Management Company. Interfering with or re-directing an Association employee may subject the Owner to a fine or other sanction as set forth previously herein.

Any Owner wishing to rent or lease their Unit on a long-term (over 30 day) basis must complete an Association rental form prior to entering into a rental or lease agreement and obtain Association approval thereof. Tenant deposits shall not be released unless and until the Association signs off, verifying that the tenant has caused no common area damage, which damage is the responsibility of the Owner in any event. Any provision, rule, regulation or restriction found within any of the governing documents of the Association are subject to enforcement at all times, as are all applicable federal, state and local laws.

In any action to enforce any provision of these rules and regulations or any governing document provision, the Association shall be entitled to reimbursement of its costs and fees incurred in such proceeding. Such fees and costs may be the subject of a lien and lien sale to enforce their payment.

DULY ADOPTED this 3 day of March, 2005.

Southwood Pines, Inc.

A Nevada Non-Profit Corporation

BY: [Signature]  
ITS: PRESIDENT

BY: [Signature]  
ITS: SECRETARY

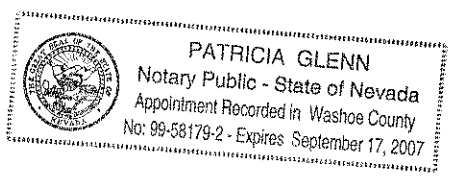
State of Nevada  
County of Washoe

This instrument was acknowledged before  
me on this the 14<sup>th</sup> day of March, 2005.

This instrument was acknowledged before me  
on this the 3 day of March, 2005.

[Signature]  
Notary Public  
*\*See Attached Acknowledgment*

[Signature]  
Notary Public



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

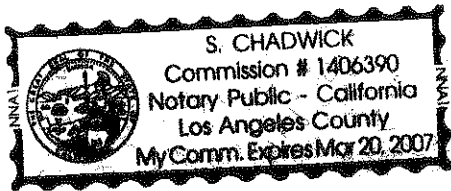
State of California

County of Los Angeles

On March 14, 2005 before me, S. Chadwick, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared D. Kessinger  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence <sup>SL</sup> to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

S. Chadwick  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

- PARTNER(S)       LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

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SIGNER(S) OTHER THAN NAMED ABOVE