

**SKI WAY RIDGE HOMEOWNERS ASSOCIATION
CONDOMINIUM RULES AND REGULATIONS GOVERNING
USE OF SKI WAY RIDGE CONDOMINIUMS BY ITS OWNERS**

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

All Owners and tenants of SKI WAY RIDGE CONDOMINIUMS and their guests are required to abide by these Rules, which are meant to supplement the provisions of the Condominium Declaration (CC&R's) and the Bylaws of SKI WAY RIDGE 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 Owners, tenants or Owner's or tenant's guests will be levied directly against the Owner.

RESIDENTIAL USE: SKI WAY RIDGE shall be used for residential purposes only. No Commercial Purposes are permitted.

- 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.
 - 1. All tenants shall abide and be subject to all provisions of the CC&R's, Bylaws, and the Rules and Regulations.
 - 2. 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 Owner 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 rent or lease less than the entire Unit.

QUIET ENJOYMENT: All Owners, guests, and tenants have a right to quiet enjoyment. Activity creating noise that disturbs the quiet enjoyment of the premises for the Owners or their guests shall not be permitted. Owners, guests, and tenants shall maintain minimal 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.

COMMON AREA: Outdoor Common Area, such as grounds and driveways, shall be used only

for purposes of access except for those temporary activities that 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 Ski Way Ridge 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.

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 direction of the Board and shall be treated as a common expense item.
- B. 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.

LITTERING/TRASH: There shall be no littering. Papers, cans, cigarette butts, garbage, and other trash are to be deposited in the dumpster, 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 in Common Areas, whether or not contained in a receptacle. 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. All boxes must be broken down and placed inside the dumpster. 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.

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, screen or storm doors, terrace or balcony covers or enclosures, satellite dishes, 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.

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 shall 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.

Owners are responsible for the immediate replacement of broken windows or missing or damaged screens.

PERSONAL ITEMS: When not in use, 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.

GARAGE AREAS AND PARKING: The parking spaces in the underground garages are for the exclusive use of the Owners, their tenants, and guests. Daily and temporary use only is permitted for visitors, delivery and service personnel. Vehicles must be parked within the yellow divider lines of the designated parking spaces. No vehicle shall be parked in such a manner as to impede or prevent ready access to another vehicle. Owners, tenants and guests will obey the parking regulations posted for the safety, comfort and convenience of all users.

No campers, recreational vehicles, boats, trailers, commercial vehicles or other unauthorized vehicles may be parked on Association property. No overnight camping is allowed on the property.

No vehicle may be stored without the written permission of the Board on terms and conditions set forth by the Board. Storage is defined as parking for more than 30 days while not occupying the Unit.

Violators' vehicles may be towed away at the Owner's expense. Owners are responsible for violations of their tenants and guests.

REPAIR OF VEHICLES:

- A. No servicing or repairs to vehicles on the Common Area is permitted.
- B. Any vehicle not in running condition and left unattended for more than seventy two (72) hours may be towed from the Common Area at the expense of the responsible Owner.
- C. Any vehicle that leaks fluids shall be repaired immediately. The Owner of any vehicle that leaks fluids shall be held responsible for damage to property.

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.

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. All pets brought on the Common Area of the project must be kept on leash and under the control of their owners so as to cause no undue noise or nuisance to others. Owners are responsible for removing any animal waste 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. All Owners who have pets shall hold the Association harmless for

the actions of their pets.

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 of other Units. Nothing may be hung from windows, placed on window sills, or hung, draped or placed on the deck railings. Owners are responsible for snow removal from the decks. 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.

No open flame barbecues are allowed. Propane and electric barbecues are permitted.

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 Owners. Owners 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 roadways within the project. Toys are not to be left on the roadways or in front of garage doors.

HAZARDOUS MATERIAL: No Owner shall use or permit to be brought into the condominium any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosive or articles deemed extra hazardous to life, limb, or property.

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 damages to his or her Unit or any other Unit as a result of water damage or frozen plumbing problems.

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.

ENTRY BY MANAGEMENT: The agents of Management, and any contractor or worker 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, Bylaws, or Management Agreement. Except in the case of emergency, entry will be made by prearrangement with the Owner. It is the responsibility of the Owner to provide access to Management when requested. Management should be provided with a key to each unit. If Management is not provided a key to a unit, Management may gain access in an emergency in any

way deemed necessary to prevent damage to a unit or to other units or to the building. Costs of emergency access and additional damage due to delay of entry will be borne by unit Owner.

LAWS: Federal, state, county, and local laws shall be enforced.

FIREARMS: The use of all firearms, air rifles, or pistols is strictly prohibited. Fireworks are prohibited.

CONSENT OR APPROVAL: Any consent or approval of the Board given under these Rules and Regulations shall be revocable at any time upon written notice.

DELEGATION OF DUTIES: The Board, at its discretion, may delegate its powers and duties with respect to the granting of consents, approvals, permissions, and fines under these Rules to Management.

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 resolution of such complaint, he or she should forward a copy of the 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.

DUES AND FINES: All dues are paid in advance and are due on the 1st of the month.

Violation:

1. A fifty dollar charge (\$50.00) is added for dues postmarked fifteen days (15) after the 1st of the month.
2. Owners will be notified by mail for each and every fine. Owners will be fined fifty dollars (\$50.00) for each violation.
3. Fines will be added to the dues for payment the following month.
4. Liens will be placed on units ninety days (90) in arrears on dues at the Owner's expense.
5. Foreclosure proceedings on liens will be instigated on all units one hundred twenty days (120) in arrears on dues and fines at the Owner's expense.

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 Management.

