

# ***HOMEOWNERS ASSOCIATION CONDOMINIUM RULES AND REGULATIONS GOVERNING USE OF TOEPA CONDOMINIUMS***

These Condominium Rules and Regulations are adopted for the benefit of the Owners of the Condominiums at Toepa Condominiums. They are intended to contribute to preserving the clean, attractive, natural environment and to enhance the value of the Owner's property in Toepa Condominiums. They are not designed to unduly interfere, restrict, or burden the use of the property.

All Owners and Tenants of Toepa Condominiums and their Guests are required to abide by these Rules and Regulations, which are meant to supplement the provisions of the Condominium Declaration ( CC&R'S) and the Bylaws of Toepa 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.

**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 7:00a.m. and after 10:00p.m.

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

**OCCUPANCY LIMITATION: (Addendum to rules and regulations October 23, 2001)** No more than three people may occupy a single unit at the Toepa Owners Association. Homeowners who rent their units need to include this rule into their leases.

## **COMMON AREAS:**

- A. The public walkway and stairways of the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the units in the buildings.
- B. No persons are permitted to play in the parking area.
- C. No bicycles, skateboards, roller skates, tricycles, or other unregistered vehicles may be used on walkways or driveways. No personal property of any kind shall be left on Common Areas, including stairs landings, walkways, and etc. Nor shall anything be hung or shaken from the doors, windows, balconies, or placed upon the windowsills of the buildings.
- D. Unit decks and patios, the common areas and the parking area shall not be decorated without the prior consent of the Board of Directors.

- E. No signs, notices, advertisements, or illumination shall be inscribed or exposed on or at any window or other part of the building.
- F. No use of the common area shall be conducted so as to damage or increase the maintenance of any part of the Toepa development or so as to disturb other people.

**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 of alteration.

**PETS:**

- A. Owners may have pets. Tenants cannot. Guests of Owners and Tenants cannot bring pets onto the property.
- B. Dogs must be on a leash. Pets not on a leash will result in a fine and will be picked up by animal control.
- C. Barking dogs that disturb the peace and quiet of other Owners and Tenants will result in a fine to the unit's Owner.
- D. Dog Owners are responsible for cleaning up dog droppings.
- E. The Board can deny the privilege of keeping a dog to any Owner who violates this rule more than twice.

**LAUNDRY:**

Laundry rooms shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into such rooms. Laundry hours are 8:00 a.m. to 9:00 p.m.

**PARKING:**

- A. No house trailers, boats, boat trailers, camper shells, commercial trucks or similar vehicles shall be permanently parked in any of the parking areas. They may only be temporarily parked for trip preparation and unpacking upon return.
- B. No vehicle shall remain in the same parking space for more than seven (7) consecutive days.
- C. All inoperable, vehicles with expired and/or no license plates and / or without current registration will be towed at Owner's expense.
- D. No vehicle shall be parked anywhere other than in a marked and designated parking space. Violators shall be subject to immediate tow-away without warning.
- E. 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.

- F. No vehicle repairs shall be permitted upon the common area.
- G. No camping or living in recreational vehicles shall be permitted.

**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. All garbage shall be well drained, wrapped in a compact package that will not drip or burst while being transported to and deposited into the refuse receptacle.
- C. Cartons, boxes, wood crates, sticks, boards, furniture, 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.

**BALCONIES AND PATIOS:**

Balconies and patios are considered limited common areas reserved for the exclusive use of the Owners or Tenants of the unit to which they are attached and must be maintained by them.

- A. All balconies and other exterior areas shall be kept in a clean and orderly fashion.
- B. Laundry may not be hung outside at any time. Outdoor clotheslines or other outdoor clothes drying or airing on the balconies or railings are not permitted.
- C. No open flame barbecues are allowed. Propane and electric barbecues are permitted.
- D. Firewood is permitted only if neatly stacked, but not above deck railing. Firewood limit not to exceed one half cord (64 cubic feet). Firewood to be stacked so as not to obstruct egress to and from the balcony entry door.
- E. Outdoor patio furniture only is permitted. No indoor furniture may be stored on balconies or patios.
- F. Owners and/or Tenants are responsible for snow removal from balconies if accumulations should exceed 24".

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

**Violation:**

- A. A fifty-dollar charge (\$50.00) is added for dues postmarked thirty days (30) after the 1<sup>st</sup> of the month.
- B. Owners will be notified by mail for each and every fine. Owners will be fined fifty dollars (\$50.00) for each violation.
- C. Fines will be added to the dues for payment the following month.
- D. Liens will be placed on units ninety days (90) in arrears on dues at the Owner's expense.

- E. Foreclosure proceedings on liens will be instigated on all units one hundred twenty days (120) in arrears on dues at the Owner's expense.
- F. Any offense or violations of the Rules and Regulations will result in a fine.

**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.
- 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 its next regularly scheduled or special meeting.

**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) 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 procedure set forth above.

**EVICCTIONS:** After due notice having been given to the Owner and his or her Tenants, the Association may evict a Tenant for repeated failure to abide by the Rules and Regulations of the Association in accordance with the laws of the State of Nevada.

The terms "Condominium Declaration," "Bylaws," "Board," "Common Expense," "Unit," "Management," "Association," "Condominium Rules," and "Owner" used in these Rules shall have the same meaning as set forth in the Condominium Declaration of the TOEPA OWNERS ASSOCIATION recorded in the office of the Recorder of Washoe County, State of Nevada. As in the Condominium Declaration, the term "Common Area" includes "Limited Common Area".

**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 TOEPA OWNERS ASSOCIATION Board of Directors on Oct 23, 2001, and are effective Dec 1, 2001.

TOEPA OWNERS ASSOCIATION

E. J. Franklin  
Vice President for the Board

12/18/01  
Dated