

**TAHOE PALISADES HOMEOWNERS ASSOCIATION**  
**RULES AND REGULATIONS**  
(REVISED NOVEMBER 25, 2008)

**PURPOSE AND INTENT:**

These Association Rules and Regulations are adopted for the benefit of the Owners. They are intended to be reasonably related to the purpose for which they are adopted, to contribute to preserving the clean, attractive, natural environment and to assuring the peaceful enjoyment of the development. They are intended to protect and enhance the value of the property, to be sufficiently explicit in their prohibitions, directions and limitations to inform a Homeowner, guest or tenant as to what is and is not required to be in compliance. They are not designed to unduly interfere, restrict or burden the use of the property, to evade any Association obligation and will be uniformly enforced in every instance.

**RESPONSIBILITY:**

Owners are responsible and liable for all actions of their tenants and/or guests while on the property. Any expense (s) incurred by the Association as a result of any action by the Owner, his tenants and/or guests will be billed directly to the homeowner.

The Association Board shall have the power to impose reasonable fines as provided by Nevada Law for violation of any duty imposed under the Declaration of Covenants, Conditions and Restrictions, By Laws, Articles of Incorporation and any Rules or Regulations adopted by the Board or the members. The failure of the Board to enforce any of those duties shall not be deemed a waiver of the right of the Board to do so thereafter. Unpaid fine amounts may become liens upon individual Units within the development and may be enforced through lien sale of the Unit as necessary. Any consents or approvals of the Board given under these rules shall be revocable at any time, upon notice by the Board to the Homeowner. The Board, in its discretion, may delegate its power and duties with respect to the granting of consents, approvals and permissions under these Rules to Management.

**FINES AND ENFORCEMENT:**

If a Homeowner, guest or tenant of a Homeowner, fails to comply with any provision of the Association's governing documents (CC&R's, By Laws, Articles of Incorporation or Rules and Regulations), the Board of Directors of the Association may, as provided herein, take the following enforcement action to secure compliance with the governing documents of the Association:

1. Prohibit a Homeowner, tenant or guest, for a reasonable length of time from:
  - a) Voting on any issues concerning the Association;
  - b) Making use of the common elements except that no Homeowner, guest or tenant can be restricted in their vehicle or pedestrian access to or from their Unit or its parking area.
2. Require the Homeowner, guest or tenant to pay a fine for each such failure to comply with the Association's governing documents. The fine may not exceed \$100.00 per violation or a total of \$500.00, whichever is less.

## RULES AND REGULATIONS

3. Any Homeowner, guest or tenant upon whom a fine is imposed shall be provided 20 days from the date of the notice to cure the violation, unless the Board allows a longer time. In the event the violation is not cured within that time, the violation may be deemed to be a continuing violation and an additional fine may be imposed for every additional 7 days that the violation continues. No additional notice and opportunity to be heard need be provided for the imposition of additional fines for continuing violations.
4. The Board shall not impose a fine (a late charge shall not be considered a fine) unless and until the following procedure has taken place:
  - a) Notice:

In the event a rule or regulation is violated, the Board or Manager shall cause the Owner to be served with written notice of the violation and order the Owner to comply with the rule or regulation alleged to have been violated. If the violator is a lessee, guest, business invitee or employee of the Owner, the Owner shall nonetheless be responsible and the Owner shall be the one to whom notice of violation and demand to comply shall be directed. Those receiving notices of violation will be given 20 days to remediate or abate the violation. Continuing violations will result in the Board exercising any or all available legal rights and remedies to resolve the problem.
  - b) Additional Enforcement Rights:

Notwithstanding any other provision 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), by mediation or arbitration under the State program 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 procedures set forth above.

### RULES:

#### **PARKING:**

1. Parking is permitted only in those areas designated for parking on the recorded map of the Association. Only automobiles and small trucks that are operable and with current registration may be parked on Association parking areas. Turn-around area is for LOADING AND UNLOADING ONLY and vehicles parked in this area are subject to towing. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or walkway. During periods of snow removal (between November 1 and April 15) all vehicles are required to be moved once every 48 hours.

## RULES AND REGULATIONS

### 2. Vehicles parked long term must:

- a) Have written permission from the Board.
- b) Not be parked for more than a maximum of 30 consecutive days.
- c) Vehicles that are allowed to be parked long term must leave a key with someone locally who may be able to move the vehicle if needed.

### 3. WATERCRAFT/TRAILERS/RV'S:

- a) Parking of any kind is limited within the Tahoe Palisades community. Because of this shortage of available space, no watercraft, trailer or RV may be parked anywhere other than on a public street (Dana Court or Divot) without the written permission of the Board. A limited amount of space is available within the Tahoe Palisades community for parking of these types of vehicles and those areas are so designated. Storage of vehicles of any kind within the Palisades community is prohibited.
  - b) Recreational vehicles left unattended or unused for time periods in excess of 72 hours may be determined to be abandoned and towed from the premises at the owner's expense. In the event you will be absent from your unit in excess of 72 hours, please advise the Association Manager and include information about your vehicle, its location and who you will be leaving the keys with in your absence in case it must be moved for an emergency.
  - c) Watercraft and trailer parking is permitted only during the period of May 1 to October 31 each year, weather permitting. Watercraft and trailers upon the Association property must be currently registered and insured and must be registered to the Unit Owner within Tahoe Palisades. A copy of these documents must be submitted with the letter of request for parking and kept on file with the Board. These vehicles may only be parked on space available basis and must not interfere with parking available to any neighbor, as determined by the Board.
  - d) All watercraft and trailers parked on premises must be in good repair and not unsightly. The owner is responsible for keeping the area around their allocated parking area clean.
4. All parking is limited to areas designated for such parking only and vehicles parked outside of such designated areas are subject to being towed from the premises without notice to the owners thereof at the owner's expense. Improperly parked vehicles that impede the flow of traffic within Tahoe Palisades, create traffic hazards, cause damage to unpaved areas or interfere with your neighbors ability to park or move vehicles, are subject to being towed from the premises without notice to the owners thereof and at the owners expense.
5. No vehicle may be parked within the community for purposes of repairs being made upon it, including disabled vehicles or those in the process of being repaired. Said vehicles must be removed or they are subject to being towed from the premises without notice to the owners thereof and at the owner's expense.

## RULES AND REGULATIONS

6. Those receiving notices of violation will be given 20 days to remediate or abate the violation. Continuing violations will result in the Board exercising any and all available legal rights and remedies to resolve the problem.

### **PETS:**

1. Only homeowners and long term renters are allowed to have pets. Short term renters are not permitted to have pets. Long term renters are renters who have been continuous renters at Tahoe Palisades for a minimum of one year. Pet owners must clean up after their animals on a daily basis. No pets shall be unattended on the common area of the Association. All pets must be on a leash unless they are under control of their owner.

### **SIGNS:**

1. No signs may be erected on the property by a homeowner or renter without written permission of the Board.

### **GARBAGE:**

1. All trash and garbage must be placed inside the dumpsters provided. Boxes must be broken down before they are put into the dumpster to allow more usable space in the dumpster. If the dumpster you use is full, you must take your trash to the nearest available dumpster on the property. **DO NOT put garbage on the ground beside the dumpster: it attracts unwanted wild animals and creates a health hazard and will not be picked up by the disposal company.**

### **DECKS:**

1. Towels, clothing or other items are not to be hung on the decks for drying.

### **BARBECUES:**

1. Charcoal barbecues are not permitted. Natural gas, electric or propane units are permitted.

### **LIMITED COMMON AREAS:**

1. Decks are considered limited common areas, reserved for the exclusive use of the owner, guests and tenants of the Unit and must be maintained by them. All decks and other exterior appointments shall be kept in a clean and neat fashion. This includes draped articles on the rails. If area under decks is to be used for storage these areas must be screened from view. These screens shall be made and installed to develop a consistent decor, including colors and texture of the exterior surface of the Unit. Firewood kept on or below any deck must be neatly stacked at all times. No firewood/combustibles may be stored under decks or in common areas from May 1 through October 31<sup>st</sup>.

### **SATELLITE DISHES AND ANTENNAS:**

1. Satellite dishes and antennas are permitted and MUST be kept in good repair. Should homeowners fail to keep the above in good repair, a notice will be sent requesting them to be removed. Those receiving notices of violation will be given 20 days to remediate or abate the violation. Continuing violations will result in the Board exercising any and all available legal rights and remedies to resolve the problem.

## RULES AND REGULATIONS

### **MAINTENANCE OF UNITS/EXTERIOR OF PREMISES:**

1. All exterior maintenance of units shall be the responsibility of the homeowner. This includes roofing, painting/staining of exterior surfaces, trim and deck components, front steps and porches. Homeowners who do not keep their unit in good repair or condition will be notified of work needed and given 30 days notice to make the necessary repairs, remediate the situation or abate the violation. Continuing violations will result in the Board exercising any and all available legal rights and remedies available to secure compliance and make the necessary repairs and improvements. Additionally, all structural modifications and paint colors, including current colors that are going to be re-painted, must have Board approval prior to starting any work.
2. Owners are allowed to do landscaping on the common area around their units after applying for and receiving approval from the board. Maintenance of the landscaping is the responsibility of the owner and this responsibility passes to future Owners of said unit. It is the current owner's responsibility to disclose this information upon sale of the Unit. The area landscaped still remains common area.

### **INSURANCE:**

1. Homeowners are responsible for full insurance coverage on their unit. This includes the structure as well as the contents. A certificate of Insurance must be on file with the Property Management Company listing the association as an additional insured. The Association provides liability insurance for common areas.

### **EMERGENCIES:**

1. All Homeowners must provide the management company/Board with permanent address and phone numbers for emergency purposes. A notice will be sent to the Homeowner if this information is not on file with the Management Company. This information must be received within 20 days from the date of the request or it will be considered a violation and a fine may be imposed on the Homeowner.

### **POSTING OF RULES AND REGULATIONS:**

1. These Homeowners Association Rules must be posted in a conspicuous place in units that are or will be rented on a short-term basis.

### **REVISION OF RULES AND REGULATIONS:**

1. These Rules and Regulations may be revised at any time by the Board as conditions warrant, provided a written communication is sent to each homeowner 30 days in advance, advising of the change (s).

These Rules and Regulations were adopted by the Board of Directors of the Tahoe Palisades Homeowners Association on January 30, 2009 and will go into effect March 3, 2009.

---

Richard Morley, President  
Tahoe Palisades Homeowners Association

---

date