

**Tahoe Racquet Club Condominium Association**  
**RULES AND REGULATIONS**  
Effective May 15, 2009

**MISSION STATEMENT**

These Condominium Rules and Regulations are adopted for the benefit of all Owners, Tenants, and Guests. They are intended to create and contribute to preserving a safe, clean, attractive, natural environment and to ensure peaceful and quiet enjoyment. They are intended to protect and enhance the value of each Owner's property. They are not designed to unduly interfere, restrict, or burden the use of the property, but rather to encourage voluntary compliance and not to create a revenue source.

**DEFINITIONS**

UNIT: There are 101 residential dwelling condominium Units at Tahoe Racquet Club as defined in the CC&R's, Section 7.2 and 1.41. A Unit consists of all floors. The Units have three bedrooms and two bathrooms. Lofts are not considered bedrooms.

OWNER: An Owner or Owners of a Unit at Tahoe Racquet Club as defined in CC&R's Section 1.34.

TRC: Tahoe Racquet Club

CC&R's: Covenants, Conditions, and Restrictions

BOARD: Tahoe Racquet Club Homeowners Association Board of Directors

**1. TENANTS AND GUESTS**

Owners are responsible for making their tenants, rental agents, and guests aware of Tahoe Racquet Club Rules and Regulations. Owners are responsible and liable for all actions of their tenants and guests while on Tahoe Racquet Club property. Any expenses incurred by the Association as a result of any action in violation of these Rules and Regulations, CC&R's, or Governing Documents will be levied directly against the responsible Owner.

**2. QUIET ENJOYMENT**

**ALL OWNERS, TENANTS, AND GUESTS HAVE A RIGHT TO QUIET ENJOYMENT  
AT ALL TIMES.**

Mandatory quiet hours are from 10:00 p.m. to 8:00 a.m. daily, however consideration for your neighbors in this high-density condominium community is requested at all times. Use of Laundry Rooms during mandatory quiet hours is prohibited.

Activities creating noise that disturbs the quiet enjoyment of the premises for Owners, tenants, and/or guests shall not be permitted, and a fine shall be levied on the Owner of the condominium Unit creating the infraction. These activities include, but are not limited to, noisy parties, playing loud music, excessive vehicle noise or music, alarm systems, loud talking (including cell phone use in common areas), shouting, arguing, fighting, or other civil disturbances. Complaints regarding any noise violations or civil disturbance should be immediately reported to the Sheriff's Department and/or our security service High Sierra Patrol, with a follow-up written report to the Property Manager. Fines may be imposed for complaints that occur at **ANY TIME of the day or night.**

**WASHOE COUNTY SHERIFF (775) 832-4110**  
**HIGH SIERRA PATROL (530) 541-1502**  
**INCLINE PROPERTY MANAGEMENT (775) 832-0284**  
**EMERGENCY 911**

### 3. PARKING

Parking on Tahoe Racquet Club property is by permit only. Owners, tenants, and guests must park their vehicles in designated marked spaces in common areas only, as permitted by the Association. Fines will be levied for violation of these rules and vehicles may be towed or booted at Owners expense.

No campers, boats, snowmobiles, motorcycles (except motorcycles currently registered for street use), dirt bikes, jet skis, trailers, recreational vehicles, commercial vehicles larger than three-quarter (3/4) ton, over sized vehicles more than 20 feet in length, vehicles not in working condition, or unregistered vehicles may be parked anywhere on Tahoe Racquet Club property. No vehicles shall be parked in such a manner as to impede or prevent ready access to any other parking area, Unit entrance, or walkway. No parking is allowed in fire lanes or areas marked with cross-hatch lines, or blocking access to the dumpsters. Violators parked in fire lanes, or impeding access thereto, are subject to immediate tow-away, booting and/or fines without warning.

In addition, the following parking rules and regulations, or any future rules and regulations, as initiated by the Tahoe Racquet Club Board of Directors, shall apply:

- a) Owners will be issued two (2) numbered parking permits for each Unit. In no case shall any Unit be allowed more than two (2) parking permits.
- b) Parking permits must be visibly displayed in the windshield of the vehicle, hanging on the rear view mirror, at all times throughout the day and night (24 hours) while parked on TRC property. Vehicles without a visibly displayed permit are subject to citation, booting, and/or tow-away.
- c) During periods of snow removal (between October 15 and April 15) all vehicles will be required to be moved to facilitate snow removal. Notices will be placed on doors by 4 p.m. for "next-day" plowing. Vehicles not moved as requested, or parked in posted snow storage areas, are subject to immediate tow-away, fines, and associated costs, without warning.
- d) Year round, no vehicle shall remain in the same parking space for more than four (4) consecutive days on any Tahoe Racquet Club property without prior approval of the Board or Management.
- e) No vehicle shall be parked anywhere other than in a marked and designated parking space. Violators shall be subject to immediate tow-away or booting, fines, and associated costs, without warning.
- f) All parking in TRC is by authorized permit only. Limited visitor parking permits are available in advance from the Property Manager Monday to Friday 8 a.m. - 5 p.m.
- g) No camping or living in recreational vehicles is permitted on any TRC property.
- h) Automobiles that leak fluids must be repaired or removed from the property 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, in addition to any fines.
- I) No vehicle repairs, tune-ups, or oil or fluid exchanges shall be permitted anywhere on Tahoe Racquet Club property.
- j) The speed limit for all vehicles within the Condominium Development is five (5) miles per hour.
- k) A fifty-dollar (\$50) fee shall be charged to replace a lost or stolen parking permit. The second parking permit will be noted and numbered as a replacement to avoid duplicates (see 'a' above). Only Owners may request replacement permits from the Property Manager.
- l) All parking regulations posted at the private streets, parking areas and drives, and any other traffic regulations promulgated and/or posted in the future shall be and will become a part of these Rules and Regulations.

The Owner of each Unit shall, in addition to their own parking violations, be held accountable for parking violations by their tenants, guests, visitors and invitees. For a first violation, the vehicle will be tagged with a warning ticket. A subsequent violation of the parking rules may result in the vehicle being fined, booted, and/or towed.

#### **4. PETS**

Only Owners may keep pets in their Units. Any pet not on a leash when outside the Unit, may result in a fine may be reported to Animal Control. Unattended pets must be confined within the Unit, and are not allowed on the decks or patios in the Owner's absence. Barking dogs that disturb the peace and quiet of other Owners or tenants will result in a fine to the Unit Owner. Owners are responsible for cleaning up after their pets on TRC property and surrounding areas. Violators will be cited and fined. The Board can deny the privilege of keeping a pet to any Owner who violates the rules more than once.

#### **5. 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, except that repair of damage caused by unreasonable or unauthorized use of the common area shall be assessed, wherever possible, to the Owner or his tenants or guests responsible for such use.

No skateboards, scooters, roller skates, tricycles, or other unregistered vehicles may be used on walkways, driveways or other Tahoe Racquet Club property. No personal property of any kind, including trailers, sports equipment, snow plows, garbage, etc., shall be left on any Common Area. Littering (especially cigarette/cigar butts) is absolutely prohibited and will result in a fine to the responsible Owner.

Dumpsters are for the disposal of household garbage only. Garbage should be bagged and placed in the dumpster. It should not be left on the street, deck or patio, or next to the dumpster. Recycling containers for mixed recyclables are available near the dumpsters. Do not place trash in recycling containers. Fireplace ashes must be placed in the special fireproof container designated for "ashes only", which is located near the regular dumpster. All other trash, such as furniture, appliances, carpeting, construction materials, etc. may not be placed in or around the dumpster. Contact a contractor of your choice, Incline Property Management, or Independent Sanitation (775) 831-2971 to arrange for disposal of such items.

Laundry rooms are provided for use by Owners and tenants only. Hours of operation are 8 a.m. and 10 p.m. No smoking or dumping of household garbage is permitted in Laundry Rooms.

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 explosives or toxic substances deemed hazardous to life, limb or property without obtaining written permission from the Association. None of these items should be disposed of in dumpsters, sewers, or drains.

#### **6. DECKS, PATIOS, AND EXTERIORS**

Decks and patios are considered limited common elements reserved for the exclusive use of the Owners or tenants of the Unit to which they are attached. All decks and patios, and other exterior areas shall be kept in a clean and orderly fashion. When not in use, all personal items (with the exception of patio furniture, gas barbecues, potted plants, firewood and no more than two (2) assembled and functional bicycles per Unit) must be kept within the Unit so as not to be exposed to the view of occupants of other Units. Absolutely no charcoal (open flame) barbecues are permitted nor shall they be used on decks, or patios. No boats, inflatable crafts, kayaks, canoes, or other sports equipment may be placed or stored on decks or patios. Nothing may be placed on or attached to outside windowsills or outside deck railings, or hung from outside windows, or draped from the decks or railings. Inside window coverings or treatments are limited to drapes, blinds, curtains, and valances. Laundry may not be hung outside at any time.

## **6. DECKS, PATIOS, AND EXTERIORS (continued)**

Owners are responsible for snow removal from the decks and entrances to their Unit. Decks are to be swept or wet mopped only. No firewood is permitted to be stored on any deck or patio from April 15<sup>th</sup> to September 30<sup>th</sup>. No more than ½ cord (4x4x4) of firewood may be stored on any deck or patio in preparation for the winter season after September 30<sup>th</sup>. Firewood must be neatly stored and not allowed to touch the wood siding of the building.

## **7. CHANGES TO THE EXTERIOR**

Changes affecting the appearance of the exterior of the buildings, such as decorations, television and radio antennas, satellite dishes, awnings, signs, sunshades, air conditioning equipment, outside vents, skylights, or any other appurtenances shall be made only with the written consent of the Board. Owners may not affix names or numbers to the Units except those authorized by the Association.

All proposed changes to the exterior of the buildings or grounds (such as windows, doors, skylights, or venting) must be approved by the Board in writing before any work is performed. A description, including drawings, coloring, type of material, product literature, 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 building permits. Owner-hired contractors must be licensed and insured.

**PAINTING:** No Owner shall apply paint or arrange to have paint applied to the exterior of the condominium without written permission from the Board of Directors.

## **8. DOORS / WINDOWS**

Owners are responsible for costs to repair damage to their entry doors, not including normal wear and tear. The Association, after notice to the Owner, will repair damage to front entry doors and bill the Owner. Replacement of windows, glass sliding doors, screen doors, and/or other replacement doors is the responsibility of the Owner, but must be approved in advance by the Board, and must satisfy established standards as set by the Board of Directors. (see #7 above).

## **9. REAL ESTATE SIGNS**

No "For Sale" or "For Rent" or other signs, including Real Estate signs are permitted outside of a Unit. "Open House" signs may be permitted for a period not to exceed forty-eight (48) hours, with PRIOR approval of the Board of Directors.

## **10. OCCUPANCY LIMITS / COMMERCIAL OPERATIONS / INSURANCE / PARKING PASSES**

There are 101 Units at TRC as defined in the CC& R's Section 1.41. A Unit consists of all floors. The Units have three bedrooms and two bathrooms. Lofts are not considered bedrooms. Accepted occupancy standards allow two (2) persons per bedroom. Therefore the maximum occupancy at TRC is six (6) residents living in a Unit. Only two vehicles are allowed per Unit as Parking is extremely limited.

A condominium Unit shall not be used at any time for business or commercial activity, legal or otherwise. The Owner may use the condominium for rental purposes for residential living pursuant to all Local Washoe County Building Department Codes and the TRC CC&Rs (Section 7.2 and 7.9).

## **10. OCCUPANCY LIMITS / COMMERCIAL OPERATIONS / INSURANCE / PARKING PASSES**

**(continued)**

If a Unit is unoccupied for more than 30 days, the Association insurance policy requires that the Owner have the Unit inspected for damage at least every month. All Owners must obtain Homeowner's insurance to cover personal property and the interior of the Unit. Proof of a current Homeowners Insurance Policy must be provided to the Association at least once each year. Parking Passes will not be issued unless proof of a current Homeowner's Insurance Policy is on file.

## **11. HEATING OF UNITS**

From October 1st to May 1st thermostats are to be set at a minimum of 55 degrees Fahrenheit. Tahoe Racquet Club Association insurance will not cover damages caused by broken pipes in a Unit when the heat has been turned off, or below necessary limits to prevent pipes from freezing. Owners are responsible, along with their rental agents, for keeping thermostats at 55 degrees Fahrenheit. Outside Unit entry doors are to be kept closed for security purposes and to avoid damage to adjoining Units.

## **12. CONSENT**

Any consent or approval of the Board given under these rules shall be with cause revocable at any time.

## **13. DELEGATION**

The Board may delegate its powers and duties with respect to the granting of consents, approvals or permissions under these Rules to the Property Manager.

## **14. ENTRY BY MANAGEMENT**

The agents of management, and any contractor or workman authorized by management, may enter any condominium with proper notice at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Covenants, Conditions & Restrictions, By-Laws, or Management Agreement. Except in the case of emergency, entry will be made by prearrangement with the Owner or Occupant. Current contact/emergency contact information and emergency entry key should be kept on file with the Property Manager.

## **15. COMPLAINTS**

Violations of these rules should be reported in writing to the Board through the Property Manager (Incline Property Management, 848 Tanager St., Suite M, Incline Village, NV 89451). Tenants should make complaints through their Rental Agent or Landlord, if possible, with a copy sent to the Property Manager. Complaints should contain specific detailed information of violations, including date, time, location, and Unit number and a copy of a Sheriff's report, if appropriate. Written complaints will be reviewed at Board meetings, and the Board will then take whatever action it deems necessary. The Board will supply the complainant with written notice of such action.

## **16. ENFORCEMENT**

The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property, for violation of any duty imposed under the Declaration of Covenants, Conditions and Restrictions, the By-Laws, and any Rule or Regulation 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. The Board may impose a fine (a late charge shall not be considered a fine) after the following procedure has taken place:

### **a) NOTICE**

In the event a rule or regulation is violated, the Board or Property Manager shall serve the Owner 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 tenant, guest, business invitee or employee of the Owner, the Owner shall nonetheless be responsible and the Owner shall be the one to whom the notice of violation and demand to comply shall be directed. If, after service of the notice of the violation and demand to comply, the violation continues or recurs, the Board or Property Manager shall serve upon the responsible Owner a written notice sent by certified mail, which notice shall contain the following:

- i) The nature of the alleged violation including date of occurrence.
- ii) The proposed sanction to be imposed. Fine for a first offense will be \$50, plus any expenses directly associated with the violation. If the violation is not corrected within fourteen (14) days, it will be considered to be a continuing violation, and additional fines will be imposed for each seven (7) day period without further notice or hearing. Continuing or recurring violations shall be subject to fines of \$100.
- iii) A date, time, and location that the Owner may appear for hearing to appeal the fact of the occurrence of the violation, the proposed action, or both.
- iv) The name, address and telephone number of a person to contact to appeal the proposed action.

### **b) HEARING**

A hearing before the Board shall be held in Executive Session affording the Owner a reasonable opportunity to be heard. At the hearing, the Owner may produce any statements, evidence, and witnesses. Proof of notice shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Director or Property Manager who caused delivery of such notice. The notice requirement shall be deemed satisfied if the Owner appears at the meeting. If the hearing is not attended, or an appeal is not made, the sanction shall be imposed no sooner than fourteen (14) days after the date of the notice. The minutes of the Executive Session shall contain a written statement of the results of the hearing and sanction, if any, imposed, and copy thereof shall be mailed to the Owner.

### **c) ADDITIONAL ENFORCEMENT RIGHTS**

Notwithstanding any other provisions to the contrary, the Association may elect to enforce any provisions of the Declaration of CC&R's, By-Laws, or any Rule or Regulation (specifically including, without limitation, the booting/towing of any vehicles that are in violation of parking regulations) 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. It is the responsibility of the Owner/ tenant/ guest to report civil disturbances, fighting, loud noises, or other illegal activities to the local Sheriffs Department.

**17. DUES AND FINES**

All dues are to be paid in advance and are due on the first of each month.

- a) A \$30.00 charge will be added for dues not postmarked by the 10th, or received by the 15<sup>th</sup> of the month.
- b) Owners will be notified by certified mail for each and every fine.
- c) Fines will be added to the dues payable the following month.
- d) Liens, at the Owner's expense, will be placed on units for dues ninety (90) days in arrears.
- e) Foreclosure proceedings, at the Owner's expense, on liens shall be initiated on any unit one hundred twenty (120) days in arrears on dues and fines.

**18. EVICTIONS**

After due notice having been given to an Owner and his tenants, the Association may request that the Owner 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.

**19. 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 them of the change thirty (30) days in advance of its effective date.

*Debi Moore*

4/8/09

Debi Moore, President  
Board of Directors  
Tahoe Racquet Club Condominium Association

Date