

**CONDOMINIUM RULES AND REGULATIONS  
OF  
VILLAGE AT INCLINE OWNER'S ASSOCIATION**

**MARCH 31, 2010**

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

Owners are responsible and liable for all actions of their Tenants and Guests. Any expenses incurred or fines levied by the Association as a result of any action by the Owner's Tenants and Guests will be billed directly to the owner.

The following can result in fines:

1. Pets. Owners may have pets, but tenants cannot. Guests of Owners and Tenants cannot bring pets onto the property. Pets must be on a leash at all times or under the immediate observation and control of the Owner. The Board can deny the privilege of keeping a pet to any Owner who violates this rule more than twice. Excessive animal noise at any time of the day or night is not permitted. Pets that disturb the peace and quiet of other Owners and Tenants will result in a fine to the pet's Owner. Owner will be given one warning before being fined.
2. Quiet Enjoyment.
  - A. All Owners, Guests and Tenants have a right to the quiet enjoyment of their unit. No Owner, Tenant, or Guest shall make or permit any noise or other activity which interferes with this right. Total Quiet hours are from 10:00 PM. Complaints should be made to the Sheriff's Department regarding any noise violations in addition to reporting such violations to the Board.
  - B. Construction within Units. Any construction within any Unit shall occur between 8:00 AM and 5:00 PM weekdays only. All construction equipment must be removed from the exterior of the Unit at the end of each day. Sawing, tile cutting and all other loud events shall be done either within the Unit or in the garage of the Unit. Owners shall be warned of any violations one time. Second violations will result in a fine being levied.
3. Vehicles. Owners are encouraged to park their vehicles in the garages. If an Owner or Guest has reason to park a vehicle in the parking area overnight, the vehicle must have a

hanging tag on the rearview mirror. The Village at Incline issues these tags. Each Unit is allowed two (2) tags. Replacement tags are available for \$25.00 each.

Garages may not be used for storage or any activity other than the parking of vehicles. Tenants and Guests without garages must park their vehicles in designated area. No campers, boats, trailers, recreational vehicles, commercial vehicles, unregistered vehicles or vehicles not in working condition may be parked on common area. Overnight camping is prohibited. No vehicle shall be parked in such a manner as to impede or prevent ready access to another Owner's garage or any other designated parking area.

- a. The speed limit for all vehicles within the Condominium Development is five (5) mph. Parking on access roads is prohibited except for temporary loading and unloading. Violators' vehicles will be towed away at the Owner's expense.
  - b. All parking regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated and posted in the future shall be and become a part of these Regulations.
  - c. Boats and boat trailers are allowed in the designated "Boat Parking Area" only. The Village has three (3) spaces available on a "first come first serve" basis. All boats and boat trailers must have a visible sticker identifying the Unit number, date of arrival, and length of stay. These stickers are available from the Village at Incline or the rental agency renting a Unit.
4. Patios and Exteriors. Patios are considered limited common elements reserved for the exclusive use of the Owners, Tenants or Guests of the unit to which they are attached and must be maintained by them. All patios and other exterior areas shall be kept in a clean and orderly fashion. Laundry may not be hung outside at any time. When not in use, all personal items with the exception of patio furniture and barbecues must be kept within the unit so as not to be exposed to the view of occupants of other units. Owners, if they desire, may place pots of compatible seasonal flowers (real flowers, not artificial) on their patios and front porches so long as they assume responsibility for the care of the seasonal plantings and maintain them in an attractive condition.
5. Common Area. Improvements, maintenance, repair and landscaping of the Common Area shall be performed only under the direction of the Board and shall be treated as a common expense item, except that any expense resulting from damage caused by unreasonable or unauthorized use of the Common Area shall be assessed, wherever possible, to the owner responsible for such damage, whether caused by the Owner, his Tenants or Guests.

All proposed changes, additions or deletions to the exterior of 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 necessity of obtaining the required permits.

No Owner shall do any painting of the exterior of the unit.

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 Area. Littering is prohibited.

6. Barbeques: Gas powered barbeques are allowed at Village at Incline. Grills requiring charcoal Briquettes to be lighted with fluid are considered a fire hazard and are not allowed.
7. Signs. No signs are permitted to be attached to any unit or placed upon Common Area or limited Common Area without the written approval of the Board of Directors.
8. Doors. Owners are responsible for the cleanliness and maintenance of garage doors, entry doors and windows. Any damage to doors or windows must be repaired by the Owner after notice to the Owner by the Association. Damages not repaired by the Owner after a reasonable amount of time will be repaired by the Association at the expense of the Owner.
9. Window Coverings. The exterior (or linings) of all window coverings, whether draperies or blinds, must be white.
10. Interiors. From November 1<sup>st</sup> to May 1<sup>st</sup> thermostats are to be set at 55-60 degrees. Our insurance may 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.
11. Dues and Late Charges. All dues are to be paid in advance and are due on the first of the month. A \$50.00 late charge will be added for dues not paid by the fifteenth of the month in which due. Liens will be placed on units ninety (90) days in arrears on dues or assessments. These liens will be at Owner's expense. Foreclosure proceedings shall be initiated on all units one hundred and twenty (120) days in arrears on dues or assessments. The cost of foreclosure will be at Owner's expense.
12. Delegation. The Board may delegate its powers and duties with respect to the granting or withholding of consents, approvals or permissions under these Rules to the Manager or other designated agent as long as the ultimate decision rests with the Board in the event of any dissatisfactions with the acts of the Manager or agent.
13. 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 Bylaws, 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 thereafter.

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 restriction is violated, the Board or Manager shall serve the Owner with written notice of the violation and order the owner to comply with the rule or restriction 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 the notice of violation and demand to comply shall be directed. All complaints of violations must be in writing.
- b. If, after service of the first notice of the violation and demand to comply, the violation continues or re-occurs, the Board shall cause to be served upon the responsible Owner a written notice sent by certified mail which notice shall contain the following:
  - i. The nature of the alleged violation;
  - ii. The proposed sanction to be imposed;
  - iii. A statement that the Owner may challenge the fact of the occurrence of the violation, the proposed sanction, or both;
  - iv. The name, address and telephone number of a person to contact to challenge the proposed action; and
  - v. A statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the date of the notice. If a challenge is not made, the sanction shall be imposed not less than ten (10) days from the date of the notice.
- c. Hearing. A hearing before the Board shall be held in executive session affording the Owner a reasonable opportunity to be heard.
  - i. The hearing shall be set and notice of the time, date (which shall not be less than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the Owner.
  - ii. Prior to the effectiveness of any sanction hereunder, proof of notice shall be placed in the minutes of the meeting. Such proof 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 Officer or Director who delivered such notice.
  - iii. The notice requirement shall be deemed satisfied if the owner appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed..
- d. Additional Enforcement Rights. Notwithstanding any other provisions to the contrary, the Association may elect to enforce any provisions of the Declaration of Covenants, Conditions & Restrictions (CC&Rs), Bylaws or Rules.

14. Adoption of Rules. These Rules and Regulations were adopted pursuant to Section 5.1.5 of Article 5 of the Amended Declaration of Covenants, Conditions and Restrictions recorded on June 24, 1994, as Document Number 1809971 in the Official Records of Washoe County, State of Nevada, by a vote of no less than fifty percent (50%) of the voting power of the Association taken in March 1994, at a meeting of the members of the Association. These rules can be revised at any time by the Board as conditions warrant, provided a written communication is sent to each Owner advising the Owner of the change.
  
15. Inspection of Units: Due to the possibility of frozen and or broken water pipes and appliance hoses that can cause serious damage to individual and adjoining Units the Association will require owners have any Unit that is not occupied be inspected at least once every 30 days (preferably more often). This inspection may be done by a professional service or by any representative the Owner may wish to engage. It is highly recommended that the inspector keeps a log of date and time of each inspection. This log will be important in case of an insurance claim.

LANDSCAPING POLICY  
Approved 4/27/07

The Board encourages owners to add landscaping to their units under the following guidelines:

1. A drawing must be submitted to the Board showing proposed plant and/or shrub locations, along with photographs of the area for approval before improvements are made. Plants and/or shrubs must be native or species already growing in parts of the common area.
2. Owner agrees that they will pay for all materials and installation, including the cost of connecting to the Association's irrigation system. Owner agrees to disclose to future buyers the responsibility to maintain improvements.
3. The Association will not be responsible for replacement of any plant material for any reason, or maintenance and operation of irrigation system installed by an individual owner. The Association will not be responsible to maintain, prune, replace, etc. any landscape installations by owners.
4. Artificial flowers are not permitted in the common or limited common areas.

**Statement of adoption of the Rules and Regulations**

These Rules and Regulations have been adopted by The Owners of the Village at Incline Homeowners Association by Resolution on MARCH 31, 2010 and become effective 5-13 2010.

Signed Jub Bria  
Secretary: Village at Incline Homeowners Association.

Date 4-4-10