

# Incline Pines Homeowners' Association

## **RULES AND REGULATIONS**

Revised May 2017

These Rules and Regulations are adopted for the benefit of the owners of at Incline Pines. They are intended to contribute to preserving the clean, attractive, natural environment; assuring the peaceful enjoyment for all residents and guest of Incline Pines and to protect and enhance the value of the owners' property. They are not designed to unduly interfere, restrict or burden the use of the property.

All residents of Incline Pines Homeowners' Association, owners, tenants, guests, lessees and visitors are required to abide by these Rules and Regulations. Owners are responsible for all acts of their tenants, guests, renters/lessees and visitors; and any penalties hereunder may be assessed against the responsible owner. These Rules and Regulations are one of the Governing Documents of this Association and authorized by Nevada Law and the Association's CC&R's.

### **1. TRASH DISPOSAL:**

(a.) There will be no littering. All trash is to be deposited only in appropriate enclosed Bear Box receptacles or recycle boxes. Under no circumstances trash or garbage to be dropped or left in the common areas of the development. Bear box receptacles, designated for specific units, are to be used for garbage. Excess garbage, or overflow, is to be placed in the Association debris box (dumpster). Large items, such as furniture, toys, and boxes must be disposed of by the owner or tenant. They may not be placed in the Association receptacles/debris box (dumpster) or left on the street/drive way. Items for sale or to be given away should be taken elsewhere.

(b.) Fireplace ashes are to be safely disposed of in a metal container (ash can).

**2. COMMON AREA:** Common areas, such as grounds driveways and parking areas, shall be used only for purposes of access except for those temporary activities which may be approved by the Board from time to time. No use of the common areas shall be conducted so as to damage or increase the maintenance of any part of the development or so as to disturb other persons. There shall be no organized sports activities, picnicking or fires, including barbecue fires in the common areas, except as approved by the Board.

**3 USE OF PROPERTY:** Incline Pines is a development for residential single family use only.

(a) No unit shall be used at any time for non-residential, business, or commercial activity.

(b) No use shall be made of any Unit within Incline Pines Homeowners Association that may constitute, a fire, Life, health or hazard to any person or property or which violates any law, ordinance, governmental regulations or provisions of the governing documents of the Association or which may result in the increase of the costs or potential cancellation of any Association insurance coverage at any time without the prior written consent of the Association's Board of Directors.

(c) Unit are restricted to the occupancy of a maximum of ten (10) persons per Unit.

**4. RESTRICTIONS ON RENTALS/LEASING:** Effective July 1 2017, the rental or lease of Units within Incline Pines Homeowners Association of consecutive time increments less than thirty (30) days at a time is prohibited.

(a) It shall be the responsibility of Unit owner(s) to ensure compliance of all Association Governing Documents including these Rules and Regulations of Incline Pines regarding renters/tenants. If the

owner delegates the rental/leasing authority to an agent, it shall be the owner's responsibility to assure that the agent complies with all rules.

(b) Owners who lease/rent their Units are solely responsible for the actions of their tenants at all times.

(c) All tenants shall be given a copy of the Rules and Regulations to read prior to occupancy and a signed copy maintained by the Owner that the Rules and Regulations have been read, understood and will be adhered to by the tenant.

(d) All lease/rental agreements shall be required to contain certain specific language to insure standardization and overall understanding and compliance with Incline Pines Governing Documents. This language is to be obtained from Incline Pines HOA Management Company community manager's office and incorporated into all lease/rental agreements within Incline Pines Homeowners' Association.

(d) Signed lease/rental agreements and signed copies of the Rules and Regulations, by the tenant and Owner, shall be submitted to the Homeowner's Association Management Company prior to occupancy by tenant.

5. **PARKING:** Each Unit is entitled to two parking spaces. These spaces are usually, but not always, in the immediate area of the owner's unit. Owners and tenants shall be responsible to see that neither they nor their guest interfere with the right of other owners and lessees to exercise the privilege of parking near their unit. Additional parking shall be in unassigned and designated guest parking areas only. During snow season "snow removal" rules apply.

6. **EXTERIOR OF UNITS AND DECKS:**

(a) No clothes, linens, towels, signs, television antennas, air conditioning equipment, or similar materials or equipment shall be hung from windows, placed on window sills, hung on or draped from railings or otherwise left or placed in such a way as to be exposed to the view of other owners without the prior written consent of the Board, except as otherwise provided in NRS 116. Outdoor clotheslines or other outdoor clothes drying or airing facilities are not permitted in the Incline Pines development.

(b) Satellite dishes are permitted with Board approval of location.

(c) Outside holiday lights are permitted from December 1<sup>st</sup> and must be removed no later than January 31.

(d) The year round storage of, bicycles, sporting goods, toys, cooking equipment, ladders, baby carriages and other personal articles and equipment, when not in use, must be kept within the Unit, so as not to be exposed to the view of other owners. Owners shall be responsible to keep their limited common area clean and free from any unsightly objects and free from noxious or offensive odors.

(e) Outside roof access and roof areas are to be used for maintenance and repair purposes only.

(f) Outside gas Bar B Q grills are restricted to the unit deck areas only. When in use, grills must be at least eighteen (18) inches from unit wall. No charcoal burning grills are permitted. Open fires such as fire pits or grills are prohibited at all times.

(g) The placement of signs in windows of units is prohibited except as provided in NRS 116.

7. **COMMON AREA IMPROVEMENTS:**

(a) Improvements, maintenance, repairs and landscaping of the common areas shall be done only under the direction and/or approval of the Board. Repair of damage caused by unreasonable or unauthorized use

of the common areas shall be assessed to the owner or lessee/tenant responsible for such unauthorized use or damage. Owners may plant flowers and shrubs in the immediate vicinity of their units (limited common areas), provided that the type of planting will blend in with the overall landscaping of Incline Pines and shall not exceed four feet in height. All trees must be approved by Board before planting. All owner planting shall be maintained by the owner. All other alterations to the common areas shall be made only after receiving approval of the Board.

(b) Any changes or alterations affecting the appearance of the unit shall be made only with the consent of the Board.

#### 8. BOATS, TRAILERS, RECREATIONAL VEHICLES, ETC.

(a) The parking and/or storage of boats in Incline Pines is prohibited without prior approval of the Board. The Board reserves the right to grant temporary boat parking to unit owners or tenants in designated areas. Such approval will be made only to unit owners/tenants who request such, in writing, to the Association stating the registered boat length, serial number and exact location where the boat is proposed to be parked. Approval shall be granted only during the months of May through October due to the need for snow removal access.

(b) Small boats, canoes, kayaks, jet skis etc., may only be stored on the Incline Pines grounds during the months of May through October provided such storage meets with the approval of the Board.

(c) The temporary parking of equipment trailers must have Board approval.

(d) Recreational Vehicles: Owners, lessees or visiting house guests may park campers and trailers in one of the spaces assigned to the unit for a maximum period of seven days, to minimize any nuisance to other condominium owners. Such campers and/or trailers will, under no circumstances, be used for sleeping, cooking, etc. while located at Incline Pines. Board approval is required for RV's larger than Van size.

(e) Motorcycles, Snowmobiles or other type off road vehicles are not permitted on common grounds. Motorcycles and/or motorbikes are permitted on common area driveways for ingress and egress only.

(f) Skateboarding is prohibited on Association property.

9. FIREARMS and Fireworks: The use of all firearms, air rifles, or pistols is strictly prohibited. Fireworks are prohibited at all times.
10. REPAIR OF VEHICLES: No servicing or repair to vehicles on the Common Area is permitted. Any vehicle not in running condition and left unattended for more than one week is subject to being towed at the expense of the registered owner.
11. SPEED LIMIT: The speed limit for all vehicles within Incline Pines is 15 mph or less, as posted. All vehicles shall be restricted to the paved road and/or designated parking areas. All drivers shall obey the "one way" restriction of the Incline Pines drive way/road. Violations of the "one way" drive way/road are subject to fines. Owners of each unit shall be responsible for the actions of their lessees or guests.
12. EXTERIOR BUILDING REPAIRS: No individual structure shall be painted on the exterior, nor shall any construction be done to alter or repair the exterior structure, including windows and decks, without prior written approval of the Board. Homeowners are responsible for the immediate replacement of broken windows and damaged screens.
13. NOISE: There shall be no loud or unreasonable noises, or other conduct that will interfere with the right of other owners or tenants. Quiet shall be observed at all times, particularly between the hours of 10:00 p.m.

and 8:00 a.m. (except for Board approved maintenance work).

14. PETS: Household pets may be kept in Incline Pines development. Pets must be supervised at all times, while on the common areas. Pet owners are responsible for cleaning up of feces matter. If pets create noise, or in any way create a disturbance or unpleasantness, the pet must be removed. Leash laws, applicable to Incline Village, shall apply. Each owner/tenant is responsible for actions of their pets and shall hold the Association harmless against loss or liability for any actions of their pets within Incline Pines. Failure to comply with these rules will result in fines
15. CONSENT OR APPROVAL: Any consent or approval given by the Board, under these Rules and Regulations, shall be revocable at any time. No consent granted in any instance shall bind or obligate the Board to grant consent in any other instance or situation.
16. DELEGATION OF DUTIES: The Board, in its discretion may delegate its powers and duties under these Rules and Regulations regarding, consents, approvals, permissions, and fines to the Homeowner's Association Property Manager.
17. REVISION OF RULES: These "Rules and Regulations" may be revised at any time by the Board, as conditions warrant, and a written notice of such change is to be sent to each owner/
18. RESPONSIBILITY: Owner, tenants and/or lessees will be held responsible for the actions of their guest, children and their children's guests.
19. FIREWOOD: Firewood not kept within a Unit must be split, stacked and stored in a safe method and location. Firewood may not be stored immediately adjacent to a structure or tree(s) between the months of June to October and must be stored at least fifteen (15) away from such where possible.
20. FINES, PENALTIES, LATE CHARGES AND OTHER SCANTIONS: The Board may enforce these Rules and Regulations, and violations thereof, by issuing fines, penalties, charges and other sanctions for violations of governing documents per NRS 116, including but not limited to such actions as limiting voting privileges, prohibiting use of common area (except for ingress or egress from the unit or parking area) and/or imposing fines/penalties against the unit's owners who are responsible for the compliance of their family, tenant's and guest regardless of age and any resulting violation consequences. Such action by the Board shall comply with the limits, terms and conditions set forth in NRS 116.
21. ASSESSMENT OF ATTORNEY FEES: In the event enforcement action is required to be undertaken against an Owner or Tenant(s), the Association shall be entitled to recover its attorney's fees and all cost associated with such enforcement actions(s).  
Failure to pay such additional sums shall subject the Unit to all rights and remedies available to the Incline Pines Homeowners' Association for non-payment of regular dues and assessments, including the lien rights noted in NRS Chapter 116.
22. COMPLAINTS: Complaints of violations of these Rules and Regulations, by owners' should be made in writing to the Association's Community Manager. If the complaining owner is not satisfied with the result of such complaint, he should forward a copy of the written complaint to the Board of Directors for further action. If the Board feels the complaint is justified, it will take whatever action it deems necessary. The Board will supply the complainant with a written notice of its decision.
27. COMMUNICATIONS: All formal communications regarding Association business shall be in writing to the Board of Directors, care of the Association's Community Manager, via US Postal services or by email,

provided previously written agreement has established email as form the of communications.

THE BOARD OF DIRECTORS OF INCLINE PINES HOMEOWNERS' ASSOCIATION HAS VOTED TO ADOPT THESE AMENDED AND REVISED RULES AND REGULATIONS AT A DULY NOTED AND AGENDIZED MEETING OF THE BOARD OF DIRECTORS THIS \_\_\_\_ DAY OF \_\_\_\_, 2017.

  
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President