

Incline Crest Association Number Two

RULES AND REGULATIONS

Revised and adopted on June 15, 2019

These Association Rules and Regulations are adopted for the benefit of the Owners at Incline Crest Association Number Two. They are intended to contribute to preserving the clean, attractive, natural environment and to protect and enhance the value of the Owner's property. They are not designed to unduly interfere with, restrict, or burden the use of the property. All Owners, residents, guests, visitors and tenants of the Incline Crest Association Number Two are required to abide by these Rules and Regulations. All state, county, and local ordinances apply. Each Owner shall be responsible for maintaining TRPA Best Management Practices on his/her Lot.

The Association can assess monetary penalties against any Owner for violation of these Rules and Regulations. **Violations of these rules, as determined by the Board, may result in a fine of \$100 for each occurrence.** 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 the Managing Agent. Said notice of intent to appeal shall be filed within 30 days following receipt of the notice of a violation.

1. **Residential Use.** Units shall be used for residential purposes only. Owners may lease their units provided the lease or rental agreement is in writing and stipulates that failure to abide by the Rules and Regulations shall be a default under the lease or rental agreement. No unit shall be used for any business, commercial, manufacturing, mercantile, storing, vending, or other non-residential purpose.

Owners may lease their units subject to the following provisions:

1. All residents over 18 years of age must be named on the lease and jointly and severally liable for all provisions of the lease.
2. A lease must include a provision that failure to abide by the Association's governing documents constitutes a default of the lease.
3. Each homeowner shall require all residents who are signatories on the lease to sign a form attesting that they have received a copy of the Association's Rules and Regulations from their landlord and agree to abide by them.
4. Short-term rentals are prohibited.
5. Sub-leasing is prohibited.
6. A homeowner who rents his or her Incline Crest II residence must, within 30 days of the commencement of the lease, furnish a copy of the lease with all applicable residents' signatures and the form provided by the Association (which includes resident and vehicle information) signed by all signatories to the lease to the Association management company.

Structural and Exterior Alterations. No Owner shall make any structural alterations to the exterior of a unit or to any Common Area, or paint, decorate, change, or add any item to any exterior portion of any unit without first obtaining written consent of the Board. (See Attachment A for Homeowner's Request for Board Approval Form.)

2. **Appearance of Unit/Lot.** Only items listed on Attachment B are allowed on decks and lots, except those which are authorized by written approval of the Board. There shall be no drying or laundering of clothes or other items on decks or other exterior areas. Each Owner is encouraged to pick up any debris that might make the Association's grounds untidy. (See Attachment B for List of Acceptable & Unacceptable Items on Decks and Lot.) The exterior of the unit must be kept in good repair, subject to the discretion of the Board, including but not limited to paint, roof, decks, windows, and screens.
3. **Parking.** All vehicles shall be parked only in the designated paved parking area. Only two vehicles per residence unit, whether belonging to owners, tenants, or visitors, are allowed to be parked within the Project at one time. Such vehicles include licensed all-terrain vehicles, motorcycles, motorbikes and motorized scooters. Each vehicle must display a parking hang tag or permit supplied by the Association. Replacement hang tags or permits will be available at a cost of \$50 each. Any vehicle that does not display a valid hangtag or permit may be towed at the vehicle owner's expense and the unit owner may be subject to a violation fine. A vehicle receiving a notice under this regulation may not be relocated on the property to avoid towing. Trailers, recreational vehicle, and campers displaying a valid hang tag or permit may park within the project for no more than 48 hours. No vehicle that is in disrepair, inoperable, or not currently licensed, is permitted to be parked on the Property. No mobile homes, trucks larger than a one-ton pick-up, equipment, or commercial vehicles shall be kept, repaired, parked, or stored within the Project. Servicing of vehicles which could result in gasoline, oil, or grease on paved areas or grounds is not allowed. Violators may be subject to a fine and/or cost of clean-up. Parking by commercial vehicles providing services to Owners or the Association shall be permitted in accordance with the Rules and Regulations but only for the duration necessary to provide such services. No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area while located on the Project. Roads shall be kept clear at all times to allow the ingress and egress of emergency vehicles.
4. **Boat Parking.** Boat parking is designated along the north side of Crest Lane and the east and west sides of Incline Crest Circle between units 54 and 55. Boat parking will be limited to boats whose overall length, including trailer, is less than 25 feet unless otherwise approved by the Board. Parking will be permitted between the dates of May 15 and

October 15. Each individual desiring a boat parking space shall apply in writing to the Board, who will assign available spaces on a first come, first served basis.

5. **Animals.** No Owner, guest, or visitor shall harbor any animal which is a nuisance and a danger to any other Owner or renter. No more than two animals per unit are allowed. Tenants are not permitted to have dogs. Dogs must be on a leash and/or under the control of the Owner at all times. Local ordinances on barking dogs will be complied with. Animals may not, on a continual or permanent basis, be tethered to trees, posts, or unit structures that may impede access or endanger any person's safety. Owners shall clean after their pets or face the Board's disciplinary action including fines. Effective as of adopted date of June 2, 2011.
6. **Disposal of Refuse.** Only non-hazardous household waste shall be placed in the receptacle provided by the Association. Garbage shall be disposed of in plastic bags. Ash shall be placed in the separate container labeled "ASH" and provided by the Association. Household appliances, mattresses, furniture, and other large items shall be disposed of appropriately outside the Association property. All cardboard boxes must be broken down. Items shall not be left in or around Association-provided trash receptacles. Recycling is encouraged in appropriate containers provided.
7. **Safe Driving.** All drivers must maintain a safe speed conducive to road conditions within the Association, not to exceed 15 miles per hour. The maximum speed limit on Association property is 15 mph.
8. **Weapons.** The use of all firearms, air rifles, or pistols is strictly prohibited.
9. **Signs.** No sign of any kind shall be displayed to the public view on any unit or from any Lot or from within the Common Area without the approval of the Board.
10. **Conduct.** No annoying noise, unsafe play, offensive odors, loitering, or any other improper, unsanitary, or disruptive behavior is permitted in the Project.
11. **Fire Hazards.** No flammable materials shall be disposed of on Lots or Association property. Fireworks are strictly prohibited.
12. **Exterior Lighting.** The deck light for each unit is the only illumination that provides safety and security in the Common Area. The Association will be responsible for replacing light bulbs as needed in these fixtures. The Owner shall not remove or disable these light bulbs. Owners are asked to notify the property management company if lights are inoperable.

Christmas/holiday lights and decorations are permitted to be displayed on the exterior of a residence seven days before and after a specific holiday and from the week of Thanksgiving through January 15.

14. **Excessive Water Usage.** An Owner, at the discretion of the Board, may be fined or assessed for excessive water use.
15. **Recurring Non-compliance Issues.** Any recurring non-compliance issue for which a Courtesy Notice was issued within the previous 12-month period will result in a Notice of Hearing to be sent and a hearing for possible violation and assessment of a fine to be held by the Board.

Adopted by: Incline Crest Assn. Number Two Board of Directors on June 15, 2019

Signed: , president.