

**ARLINGTON TOWERS**  
**HOMEOWNERS ASSOCIATION, Inc.**  
A Nevada Non-Profit Corporation

**RULES  
AND  
REGULATIONS**

**2017**

**FOR OWNERS AND TENANTS**

Effective date: January 15, 2017

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## **NEW PROGRAMS EFFECTIVE 2015**

### **WATER LEAK AND SLIDING DOOR INSPECTIONS**

High-rise buildings, and the Units within them, can sustain an unusual amount of damage from water leaks. Our solution is as follows:

1. Contractors and tradesmen **MUST** consult with the Maintenance Supervisor before beginning work.
2. Unit water connector hose inspections. We've recognized that 3 water incidents in the recent past involved aging plastic water hose connectors at the toilet tank. These appear to be original from around 1965. Plastic in those days wasn't as advanced as today, and they have weakened over time. We offer to inspect all the water hoses in the Units; toilet and sink hoses. We are stocking metal, high-pressure, replacement hoses, which are available to Unit owners for what the Association must pay (about \$12 each). This is a cheap preventative measure compared to the cost a Unit may incur if they have an incident. It is highly recommended.
3. We also inspect the Sliding Doors for fit, seals, rollers, and adjustment.

### **PROGRAM**

1. **Inspection:** Free. Unit owners, or their authorized agents, may request from our 4<sup>th</sup> Floor Association Office to have one of our employees visit their Unit and inspect the Water-hoses and Sliding Doors at no cost. This will be done during the semi-annual heating/air conditioning filter change, if not requested before then. A record of the inspection will be made and copied to the Unit owner with recommendations, if any.
2. **Repair or Replace:** Not Free. Replacement water-hoses may be purchased from the Association office at our cost. Same with Sliding Door parts, if we have them, or if we can still find them.
3. **Labor; off-duty hours:** Not Free. Some of our employees have expressed interest in doing work in their off-duty hours for Unit Owners. Our Maintenance Supervisor has determined their skill and created a list of things they may do, things prohibited, and the interested employees must sign a document of understanding. Inquire at our 4<sup>th</sup> Floor office for details.
4. **Labor; on-duty hours:** \$40 per hour. Some types of work may be performed inside the Units. Our employee In-Unit work is limited to some plumbing, heating/cooling repair/replacements that are part of the infrastructure of the building (commonly owned). Examples: water shut-off valves for bathroom sinks and toilets, some heating/cooling system valves and parts. The valves under the kitchen sink are available from our office, but kitchen sink work is on a case-by-case basis due to the garbage disposal obstructing access (private property). The key to the on-duty work available is "infrastructure", and water leak prevention.
5. **Minor Plumbing:** \$40.00/hr. Our plumbing infrastructure has aged some, and many

of the sink and toilet shut-off valves have “frozen” open. Without being able to shut these valves, work on in-unit fixtures cannot be done. We can also do hose replacements and we can clear most drains with our “**roto-rooter**” type device and enzyme treatment.

## **RULES AND REGULATIONS CHANGES EFFECTIVE 2015**

The Rules and Regulations herein become effective 30 days after their date of adoption by the Board of Directors, and supersede and replace previous ones.

### **INSURANCE ALERT**

It is important that Unit owners and tenants add **Liability** coverage to their home-owners, condo-owners, or renters insurance. The liability coverage in such policies is typically limited to \$1,000. It is advised that you increase this amount. If water damage to other Units is attributable to your Unit, it can become quite expensive for you to make everyone whole. This type insurance is commonly available and covers a variety of situations. The Association insurance doesn't cover incidents originating in a Unit. In 2011 a leak caused by an out-side plumber, unfamiliar with a high-rise infrastructure like ours, caused considerable damage and resident disruption. We believe our current Protocol eliminates any chance of this happening again, however, you should carry insurance for your Unit(s).

### **INTRODUCTION**

This handbook has been compiled to promote harmonious living among all residents of the Arlington Towers by minimizing any annoyance or nuisance by improper use of the premises, and to protect the value, reputation and desirability of the Arlington Towers as a place to live. The cooperation of all Owners, rental tenants and guests is requested in order that these goals may be attained.

The authority for the Rules and Regulations and their binding nature upon each Owner may be found in the:

- 1.) Declaration of Covenants, Conditions, and Restrictions, Article VII- Use Restrictions, recorded September 26, 1980 as document No. 696697, in the Official Records, Washoe County, Nevada.
- 2.) Bylaws of Arlington Towers Homeowners Association, Article V.

The Association Office and Manager are authorized by the Board of Directors of the Association to enforce these rules. If a violation occurs and the Association Office or Manager has approached the offender with no results, the matter will be brought to the attention of the Board of Directors for further action.

Continued violation of these Rules and Regulations shall give the Board of Directors or its agent the right to:

1. Upon Court Order, enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting



Unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, the recorded Covenants, Conditions and Restrictions and decisions of the Board of Directors in interpreting these Rules and Regulations, the by-laws and the DCC&R's.

2. Neither the Board of Directors, nor any agent or employee thereof, shall be deemed guilty of trespass, nor responsible for any damage or loss caused thereby.
3. The Unit owner shall be responsible for any and all costs incurred in enforcing these Rules and Regulations, following proper notification, if the Unit owner does not cure the violation.
4. The Board of Directors, or its authorized agents or employees, may pursue whatever appropriate action necessary to abate violations, and may bring legal actions in law or equity to enjoin continuing violations. All cost thereof, including attorney fees, shall be borne by the defaulting Unit Owner.

### **GENERAL SUMMARY**

This Rules and Regulations booklet is subject to updates, from time-to-time, by the Board of Directors. The updates may be by Addendum, Supplement, or by re-publication, dated appropriately, and shall be provided to all Unit Owners and parties of interest. Check with the Association Office or Management for the most current update.

<b>Note: Asterisks denote fine assessments, page 26 for Fine Schedule.</b>
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1. **\*Unit Use:** All Units shall be used for single family accommodations and shall be used for residential purposes only. Residents are specifically prohibited from using 100 N. Arlington Avenue, Arlington Towers, as a business address that requires visitor foot-traffic, mail area burdens, or may constitute a nuisance.
2. **\*No noxious or offensive activity** or noise shall be carried on, nor made in the common elements, or any Unit, which may annoy or interfere with the rights, comforts and convenience of the occupants in other Units. Special care must be taken at night, after 8 p.m., to avoid disturbing other residents.
3. **\*Conduct:** Unit owners shall be responsible for their conduct and the conduct of their lessee(s), renter(s), and guest(s), and the adherence to these Rules and Regulations of all the aforementioned. If a Unit owner is unable to control the conduct of his lessee(s), renter(s), or guest(s), the Unit Owner shall, upon the formal written request of the Board of Directors or the Manager, immediately remove such lessee(s), renter(s), or guest(s) from the premises without compensation for lost rentals, or any other damage, from the Arlington Towers Homeowners Association, its Board of Directors, and/or Manager.
4. **Prior to signing** any purchase, rental or lease agreement, anyone selling, leasing or renting a Unit at 100 N. Arlington Avenue, Arlington Towers, shall provide the prospective residents or Owners with a copy of the current Rules and Regulations to ensure that they are fully informed of the condominium conditions for occupancy.
5. **Prior to taking occupancy of a Unit**, and/or being authorized and issued a Security Key, a new resident shall sign an acknowledgment for receipt of a current copy of the Rules and Regulations manual from the Association Office, 4<sup>th</sup> Floor, or the Manager.
6. **Maintenance and repair** of Units must be cleared and/or coordinated through the

- Association Office, to avoid accidental water release, and to assure vendors are informed of any special requirements, hazards, and conditions that may exist.
7. **Preventative maintenance** is performed every six months on the heat/air conditioning units. The air filters are changed, and the system is inspected. A form will be mailed to the Owner of each Unit to be filled in with the dates and times that are convenient with the Owner or the tenant to have this work completed. It is important that these forms be returned on a timely basis as three (3) floors are scheduled each month. Water hoses and connections are also inspected at this time.
  8. **No solicitation or canvassing** will be allowed in the building at any time, nor unauthorized use of bulletin boards.
  9. **Bulletin Boards:** Authorization from the Association Office (4<sup>th</sup> Floor), or Manager is necessary for the posting of any material.
    - △ Official Bulletin Boards are located on the 4<sup>th</sup> Floor, north-end, in front of the Association Office.
    - △ Other Bulletin Boards are located in the 4<sup>th</sup> Floor Laundry Room, and 1<sup>st</sup> Floor Lobby for placement of business cards, sale items, etc., following approval of the Association Office (4<sup>th</sup> Floor).
    - △ Notice Holders: The elevators and hallways may have official notices, from time-to-time, in a holder, which may be used only by the Association Office. Unauthorized use is prohibited.
  10. **Keys:** Residents are urged to leave a key(s) to their Units on deposit with the Association Office on the 4<sup>th</sup> Floor. Procedures have been established to safeguard these keys and keys are necessary in cases of emergency (water leak, fire, illness, or welfare checks of occupants, etc.) and they will be used for cases of extreme urgency only. If keys to a unit are not in the Security Lock box and an emergency arises for which access must be made, we may need to forcibly open the door. It is also very important that telephone numbers and the name of someone to contact in the case of an emergency be on file in the Association Office (4<sup>th</sup> Floor) and the Manager's office.
  11. **Dues & Fees:** Unit owner dues, parking fees, and any other monies due to the Association, are due on the first (1st) of each month and become delinquent after the tenth (10th) day following the due date of each month per DCC&R, Article VI, Section 8(a). A \$25 late fee shall be levied on assessments not received in full by the eleventh (11th). A \$15 late fee shall be charged on parking fees not received in full by the eleventh (11th) of each month. There shall be no late fees charged for delinquent maintenance work orders. Collection policies will be handled according to procedures as described in Assessment & Fine Collection Policy attached as Addendum B.
  12. **Mail deliveries** are not on a precise schedule and may occur at various times of the day. To preclude unnecessary visits and/or telephone calls to the Lobby, there is a sign over the mailbox area. "RED" - No Mail "GREEN" - Mail is in. Or a "Mail is In" sign will be displaced on Channel 900 of your cable TV.
  13. **Party Room:** The River Room on the south-end of Fourth Floor is under the supervision of the Association Office (4<sup>th</sup> Floor). This room is available to all Owners of Units, or their tenants, on a first-come-first-serve basis for private parties, social functions, receptions, etc. For security reasons, under no circumstances will the room be rented to anyone who is not an Owner, or is not an Owner's tenant in the building. Reservations

must be arranged in advance with the Association Office by filling out a reservation form. There is a maximum occupancy of 75 people for sit-down affairs, or 150 people otherwise. Guests are not allowed above the fourth floor. The room renter must provide a guest list for the lobby attendant's use prior to any event. Lobby attendants are instructed not to admit anyone unless they are on the Guest List. Room renters must be in attendance during the entire event and are held responsible for their guests and their actions. A \$50 non-refundable fee is charged for setup and cleaning of this room. If no setup or cleaning are required for the event, the fee shall be refunded. This room may not be used for functions where the room renter is to receive any payment from any guest or guests for the function they are attending.

14. **\*Harassment:** Abusive behavior, including, but not limited to, the use of profanity on the part of residents toward the employees of our Association is not appropriate and will not be tolerated. Upon notification of such behavior, the Manager, and/or the Board of Directors, is authorized to investigate each incident or incidents. Penalties may include a verbal warning, written reprimand, and fine, temporary suspension from Association facilities for a period of time or exclusion from the use of Association facilities is a possibility.
15. **\*Correspondence** to the Association Board of Directors may be directed to: Arlington Towers Homeowners Association, 100 N. Arlington Avenue, Fourth Floor, Reno, Nevada, 89501
16. **\*Leasing:** Owners leasing their units shall submit copies of their leases to the Board of Directors or its agents to ensure that said leases conform to the requirements of the **DECLARATION**, specifically, the applicable provision of the Declarations provides: All leases of the Condominiums shall be in writing and shall provide that the term of the lease shall be subject in all respects to the provision of this Declaration and the Bylaws, and shall further provide that any failure by the lessee to comply with the terms of this Declaration or the Bylaws shall be a default of the lease. (**DECLARATION, ARTICLE VII, USE RESTRICTIONS, Section 3. Leases, p. 25**)

In the alternative to submitting a full copy of their lease, the Unit Owners may provide a certification to the Association Office that the Lease is in writing and that the lease includes provisions that the lease shall be subject in all respects to the Declaration, Bylaws, and Rules & Regulations; and that any failure by the lessee to comply with the terms of the aforementioned documents is a default under their lease. The certification shall be on a form approved by the Board of Directors, and shall additionally certify that a Security Key has been delivered to tenant, as well as delivery of a Rules and Regulations booklet, and proof of owner or tenant Liability Insurance.

### **\*DOGS AND OTHER PETS**

**\*A maximum of two pets may be kept in any unit.** Residents must inform the Association Office if **DOGS** are kept in a Unit, and provide proof of any license and inoculations required by local government. A register will be kept, for use in emergencies and for the Fire Department. No dangerous or vicious dogs are permitted. All messes and pet litter, excrement, etc. are the responsibility of owner and are prohibited.

**\*Liability Insurance:** Owners of PETS that are brought into any Common Area must carry Liability Insurance which protects the Association, Unit owners, tenants, and guests, from personal or property injury or damage caused by their PET. It is advised this be part of your Condo-owners Liability policy. Proof of insurance must be provided to the Association Office.

**\*Leash:** Pets must be on a leash and under control at all times when in the Common areas of the building (elevators, lobby, laundry room, etc.).

**\*Each Unit owner shall be absolutely liable** to each and all other Unit owner(s), their families, servants, guests, tenants and invitees, for any and all damages, to person or property, caused by any pet brought upon, or is kept upon, or within, the Condominium, and Common Areas, by an Owner, member of Owner family, or by their guest(s), invitee(s), or tenant(s) and their families, invitees or guests.

No rodents, insects, or reptiles are permitted, or any other living thing which may create infestations, health hazards, or any nuisance.

## DOG REGISTRATION FORM

This form must be filed by the Resident evidenced in the records of the Association and updated annually. This form must be filed with the Community Manager of the Association.

1. Unit Address in ATHOA	2. Date	3. Name of Dog (s) Owner
4. Mailing Address (if different)	5. Quantity, breed and weight of dog(s)	
6. Current license number (Attach a copy)	7. Attach all inoculations	8. Attach certificate of liability insurance

### CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge. I certify that I have read and understand the dog rules and owner responsibilities. I agree to fully indemnify the Association and its members and hold it and them harmless against loss or liability of any kind arising from my dog(s) actions and conduct.

\_\_\_\_\_  
Signature of Dog(s) Owner

\_\_\_\_\_  
Date

### FOR ASSOCIATION USE ONLY

Information verified on \_\_\_\_\_, 201\_\_.

\_\_\_\_\_ Approved

\_\_\_\_\_ Denied

Notes: \_\_\_\_\_  
\_\_\_\_\_

## **INSURANCE**

**Insurance:** Each unit owner should obtain their own personal property and *liability* insurance.

It is highly recommended Unit Owners obtain *liability insurance* for their Unit. This is not covered through the Association, and water damage in lower Units, if originating from yours, can become an expensive liability.

The Association's insurance policy is designed to provide coverage for the Association on the building (building includes machinery and equipment used for its servicing) and personal property owned in common by all unit owners (such as the exercise equipment, furniture, etc). This policy **DOES NOT** provide coverage for improvements and betterments made by the unit owners. Each unit owner should obtain his own personal property and liability insurance coverage.

Proof of Unit owner Liability Insurance is necessary to obtain a Security Key.

Proof of Unit owner Liability Insurance, that includes the acts of their Dog or other pet, is necessary to obtain a Security Key if a dog or other pet is to enter Common Areas, or to be kept in a Unit.

## **ACCESS DOOR FOBS AND BUILDING ACCESS**

**Entry:** Without an access door fob, access into the building is the Main Lobby entry front door at 100 North Arlington Avenue, which is staffed 24 hours a day with a Lobby Attendant.

**Access Fob Option:** Owners may request an Access Fob for their convenience which is necessary for access through the other doors from the street, 4<sup>th</sup> Floor parking garage entry and the pool.

The Access Fob will open any of the exterior doors of the building, including the gate from the parking garage across the 4<sup>th</sup> Floor walkway, the entry door on the 4<sup>th</sup> Floor and the door to the swimming pool area.

In order to have complete control of the access fob system, these fobs can be obtained only from the Association's Office (4<sup>th</sup> Floor) or Manager. There is a \$100.00 refundable deposit on each fob. This fob cannot be duplicated.

If the fob is lost or damaged, the fobs are replaceable for a cost of \$20. Lost or damaged fobs must be reported to the Association's office immediately.

The Access Fob Codes are programmed into the Door King Entry system in the Lobby. Visitors may call from the phone directory to your unit. To allow entry, press "0" on your phone and hang up. The access door will buzz and your visitors can open the door to gain entry.

Owners and Residents need to provide certain information to be added into the Door King phone



directory. Please contact the Association's Office Assistant (4<sup>th</sup> Floor) or Manager. Owners and Residents can choose to have their contact "hidden from view" in the directory, and an access code can be placed that you can provide to visitors.

**\*Access Fob Control:** Unit owners whom rent or lease their Unit(s) are responsible for the control of Access Fobs issued to them.

## **COMMON AREA**

1. **Shirts and Shoes:** Except swimming pool, No bare-feet in Common Areas. Appropriate attire, shirts and shoes, must be worn while in the Common Areas, Lobby, etc.
2. **The Lounge** on the fourth floor is designed as an additional accommodation for you to visit with guests, watch TV while waiting for your laundry to finish, play cards, etc. There is also a large screen TV for your enjoyment.
3. **The River Room** on the fourth floor may be reserved for private meetings, parties, short business meetings, etc.
4. **Access Ramp:** An access ramp has been installed in the front of the building for your convenience. This ramp does not meet the specifications of the City of Reno for a handicap ramp. Use of this ramp is at your own risk. It is mainly to be used for grocery carts, small household items, boxes and baggage.
5. **Shopping Carts:** For your convenience, we have purchased shopping carts to be used for taking groceries, luggage, etc. to your unit. Since we have a limited number of carts, we would appreciate it if you would return the carts to the Lobby as quickly as possible. Just put them in the elevator and send them to the first floor.
6. **\*No Smoking:** *"NO SMOKING" at any time in the Common area of the building (elevators, halls, Lobby, all 4th floor areas.)* Smoking in the elevators is prohibited by State Law. No smoking also applies to the outside balcony areas on the 4<sup>th</sup> Floor.

## **AMENITIES**

### **CABLE TV:**

The Association currently provides and pays for basic and expanded basic cable TV to each unit. If you want any of the premium channels, Internet Service, or cable telephone service, you may subscribe for them through Charter Cable and pay for the additional channels and services you want. Every unit has its own dedicated cable(s). If you are uncertain how to hook up the cable, please call the Association office (775) 786-1636 or visit the Charter Communication office at 9335 Prototype Way, Reno, NV 89523 for assistance.

### **LAUNDRY:**

The full-service laundry is located on the Southeast corner of the Fourth Floor. The washers require 4 quarters and the dryers 4 quarters to operate. There is also a large capacity dryer for those larger items such as mattress pad, blankets, etc. As a courtesy to the next person using the machines, we ask that you clean out the lint trap on the dryers when you are through.

### **SWIMMING POOL:**

The year-around covered swimming pool is located on the 7th floor of the Plaza Resort Club. To get to the pool, walk across the walkway to the parking garage; the doorway and stairs to the pool

is located just to the left of the gate. These facilities are for the exclusive use of the Plaza Resort Club and the Arlington Towers Unit Owners, and their tenants.

**THE HOT TUB AND SUN DECK AT THE PLAZA RESORT CLUB IS FOR THEIR  
EXCLUSIVE USE ONLY. PLEASE OBEY ALL POSTED SIGNS REGARDING THE  
POOL BY THE PLAZA RESORT CLUB**

**\* POOL RULES:**

Children under fourteen (14) must be accompanied by an adult at all times.

Mats, flotation devices, snorkels, swim fins or diving gear are prohibited in the pool.

Glass containers are prohibited.

Running, loud noise or abusive language are prohibited.

There is no lifeguard on duty and solo bathing is prohibited.

Pets are prohibited at all times.

Wet clothing is prohibited in the Plaza Resort public areas.

Proper footwear is to be worn at all times

Pool side chairs and chaises shall be covered by a towel to keep sun lotion off the surfaces.

**SAUNAS:** Separate Saunas for men and women are located on the Fourth Floor of the Arlington Towers in the rest-rooms at the North end of the building. For your pleasure and safety, please read the instructions carefully for their proper operation.

**EXERCISE ROOM:** The use of the exercise equipment is at your own risk. Contact the Lobby Attendant if you wish to use the room after-hours.

**BULLETIN BOARDS:** Two (2) Official Bulletin Boards are located on the Fourth Floor, north-end, in front of the Association Office, for formal Notices and Records. One is available to occupants and/or owners for approved purposes, and are under the immediate supervision of the Association Office and Manager. All material to be posted on the bulletin boards must include the name and signature of the individual posting such notice, and date of posting. A maximum of 30 days is permitted for each posting; thereafter the posting and will be removed by the Association Office, or Manager is permitted.

**LOADING ZONE**

There are City of Reno yellow marked loading zones on both the West-side and East-side of the



building for people loading and unloading groceries, and small items,. There is a time limit in these areas policed by the city. With only two loading zones and 194 units, please use these areas for the purpose intended, and no longer than necessary.

### **\*MOVE-IN AND MOVE-OUT, LOADING DOCK AND FREIGHT ELEVATORS**

For your convenience in moving into or out of the building, we have a sidewalk elevator, located in the basement, which rises to the sidewalk area behind the building on Roff Way. This elevator is to be used at all times when furniture or large items are moved. This elevator will go from the sidewalk to the basement, and then the items are to be moved to the # 3 elevator to your floor.

It is the owner's responsibility to advise the moving company or remodeling contractor of the City rules and regulations relative to the loading and unloading zone locations and times and length of stay. No one is allowed to ride the sidewalk elevator. If caught usage will be suspended.

**NO** elevator except the # 3 elevator shall be used under any circumstances for moving or for movement of materials and equipment.

Move-in or move-out, as well as delivery of materials (other than small items), shall be made on the # 3 elevator only and out the basement freight elevator. To ensure that you have control of the freight elevator during your move, a reservation must be made, in advance, with the Lobby Attendant.

Any variation from these procedures will be permitted only for reasonable cause and cannot be made by the Lobby Attendant Any requests for a change from the Rules shall be referred to the Association Office.

**Unit owners who rent or lease their unit(s) are responsible for keeping the Association Office aware of tenant(s) information.**

If you choose to have a property management firm or real estate company handle your rental property, you, as the owner, are liable if the Association is not up-to-date on tenant information. It is the responsibility of the Unit Owner to inform renters that they will be living within a Homeowners Association and to provide information on the Covenants, Conditions and Restrictions (CC&R's) of the Association. If violations occur, it is ultimately the owners who must answer and correct the problem. Any agent appointed by you to handle rentals must also be made aware of this information.

Thanks for your cooperation which will help to ensure that all occupants will have equal access and enjoyment of the building.

### **\*BALCONY DECKS**

**Deck Furniture:**     **Beware of the Wind.** Avoid placing anything on decks that may be blown off by the wind. Only appropriate furniture and small plants shall be placed on the decks, and any

unsightly or disturbing items shall be removed at the request of the Association Office or Management. All plants shall be placed in containers to prevent the dripping of water or soil onto other decks below. Nothing shall be attached to nor placed against the railing and nothing shall be placed on the deck that is seen above the top of the brass railing.

**Railings:** Do not hang items on railings. Towels, bathing apparel, clothing or other unsightly objects shall not be placed on the decks, railings, in the passages or windows so as to be in view from the outside of the building or from any other apartments.

**Falling Objects:** The throwing of firecrackers, cigarettes, matches or any other object from the deck or fire passageway within the building is expressly prohibited. It is a fire hazard to other Units and a danger to those below.

**NO CHARCOAL BBQ:** BBQ and barbecuing should always be under control. BBQ must be electric or gas only, Any BBQ lid must be controlled and secured so that it cannot be blown off in the high winds.

**Bird feeding prohibited:** Birds shall not be fed on the decks nor shall any structure or plants be placed on or left on the deck which might encourage the nesting of birds.

**Deck Cleaning:** Care must be taken when cleaning the decks so that water will not drip onto the deck below or onto neighboring balconies. Awnings of any kind are not permitted. Sun screens for windows are permitted if it is of the same color that has been approved for the building by the Board of Directors. A sample of the design and color may be seen in the Manager's office. No other style or design is authorized for installation and any nonconforming window coverings are to be removed, and may be replaced with the appropriate type. DO NOT SHAKE RUGS, ETC., OVER THE SIDE OF THE RAILING.

## **MISCELLANEOUS INFORMATION**

**TAXES:** Each Owner shall pay all Real and Personal Property taxes separately assessed to his Condominium by the County of Washoe. Sewer use fees are billed separately, quarterly, by the City of Reno, Sewer Use Department. Such payment shall be made directly to the appropriate agency by each Owner, separate-and-apart from assessments otherwise payable by each Owner to the Association.

**\*RUBBISH:** All rubbish, trash and garbage shall be regularly removed from the Units by the Owner or tenant thereof and placed in the proper receptacles at the collection site for the refuse pick-up service - in this case, the trash chute and/or trash room on each floor by the "C" unit. No large bottles, clothes hangers, or bags too large to fit down the chute shall be attempted to be placed in the chute, thus avoiding plugging or damaging the chute. Large boxes, bottles, etc. can be left on the floor of the trash room for disposal by the maintenance staff. No rubbish, trash, etc., will be permitted to accumulate in any unit or on the Common Area. Do not dispose of paint thinner, left over paint or anything highly flammable in the trash chute. It must be disposed of off-site by the Owner. Make sure that all cigarettes and cigars are completely out before placing in the trash chute. Kitty litter, and/or Dog litter, or any pet waste/litter, should be double- bagged

and left on the floor next to the trash chute.

**\*OFFENSIVE ACTIVITIES:** No Owner shall permit or suffer anything to be done, or kept in his Unit, the Common Area, or Parking Garage, which will increase the rate of insurance upon the Association, or result in the cancellation of any such insurance, or cause the Association to become uninsurable against loss by fire, perils, or any Liabilities covered by the extended coverage endorsement held by the Association.

**STORAGE:** No item of any kind may be stored in the Common area, by an Owner, tenant, or occupant. Doormats, pictures, plants or any other items are not allowed in the Common area outside your unit. An Owner or occupant may store upon the Limited Common area (deck/balcony), adjacent to his Unit, items of furniture or equipment which are necessary for the Owners use and enjoyment of Owners' Unit and which items of furniture do not detract from the attractive appearance and value of the building.

**REALTOR OPEN HOUSES:** Realtor Open Houses for the sale or lease of units are not allowed under any circumstances. For listed properties, a Realtor must sign in at the front desk and accompany all guests to and from the unit.

**LOCKER ASSIGNMENTS:** Basement lockers are assigned at the sole discretion of the Association in the following manner. A locker must be requested from the 4<sup>th</sup> Floor Office and a locker agreement signed prior to use. The storage lockers are the responsibility of the homeowner. A tenant cannot sign the agreement.

Studio units may use ONE HALF LOCKER. All other units (one bedroom, two bedroom and the Penthouse units) may use ONE LARGE LOCKER.

No Owner shall have more than one locker per unit if any Owner is without one. Any Owner currently possessing more than one locker per unit will be noticed to surrender extra lockers for assignment to Owners who do not have an assigned locker. Owners or occupant may not allow the use of their assigned locker by any other person.

Storage of hazardous or flammable materials is strictly prohibited. Storage of live animals is prohibited. Any locker creating a nuisance or hazard by smell, leakage or other means is prohibited and will be corrected at the Owner's expense.

Lockers not properly registered and assigned by the Association are subject to confiscation after proper notice.

**UNIT DOORS:** Items may not be attached to the exterior of doors without permission of the Board. The identifying unit number must be easily visible on the exterior of the door.

Doors must be kept in good repair and regularly maintained. Worn or chipped paint, faded wood stain, scratched or dented doors are not allowed and must be repaired or replaced. The CC&R's (Article VII, Section 6) provide that the Association has the sole responsibility and authority to determine the Common area paint colors. This includes the exterior of your unit door. The Association has adopted the following allowable colors of your exterior door:

- 1) Brown
- 2) Grey
- 3) Black

Color Samples are available in the Fourth Floor Office.

Replacement of unit doors or repainting of a door must be approved by the Board in writing.

If a door is in disrepair, the Owner will be notified to make repairs or replace the door and to comply with one of these colors, or the Association shall paint the exterior of the unit door and bill the cost to the Owner.

All unit doors shall bear the floor number and unit designation on the exterior of their door. This is necessary for the safety of all residents and emergency personnel such as police and fire. New door numbers shall also comply with samples available at the Fourth Floor Office.

### **\*REMODELING OF UNITS**

#### **Interior Modifications by Owner:**

No owner shall make or cause to be made any structural alterations or modifications to the interior of any unit or installation located therein without prior written consent of the Board of Directors. The term "structural" means the concrete slabs or columns of each Unit. So long as the structural integrity of the building is not impaired, the Board may allow an owner of two or more units, which are separated by one another by means of a common wall or floor, to remove all or part of the common wall, to place a door in the common wall or to place a stairway in the floor, so that ingress or egress may be made between adjacent units. All plans, specifications and engineering certifications with building permits must be submitted to the Board of Directors for approval before any structural alterations or modifications are made. Common area encroachment is not allowed. Utility service changes effecting common area require prior approval of the Maintenance Staff. Common areas are as defined in your DCC&R's. It is the owner's responsibility to have any interior remodeling comply with government regulations.

No alterations, installations, additions or changes of any nature whatsoever shall be made to the building exterior or visible from the exterior.

Sun control window film may be applied to the interior of the unit windows as long as it is the type that has been approved by the Board of Directors.

No signs, signals, or lettering of any type shall be inscribed or exposed on any part of the building exterior or in the interior corridors.

**NOTE: The hours of carpentry, construction or use of equipment that causes excessive noise is limited to the hours of 7AM to 8PM on weekdays and between 9AM and 6PM on Saturday,**

**Sunday and Holidays.** Excessive noise is defined as noise made in one Unit that can be heard in another Unit. There is a responsibility of a Unit owner who is doing construction work in their Unit to be aware of the disturbance caused by the noise. The nature and time-span of the work being done needs to be communicated to the surrounding Units. It is expected that excessive noise is kept at a minimum and that noisy work be completed in a timely fashion.

### **ASBESTOS**

To be in compliance with the Occupational Safety and Health Act (OSHA), an asbestos survey was done in the common areas of the building. This survey concluded that there is asbestos in the original ceiling and wall coatings as well as in some of the pipe insulation, floors and other places. While no testing was done in any of the apartments, it is highly likely that the ceilings, walls, and floor sections in your unit contain asbestos.

The OSHA and EPA laws prohibit allowing asbestos fibers loose in the air. This would be done by cutting, sawing, or sanding, or otherwise disturbing the coatings on the ceilings and walls, therefore, before doing any remodeling or repairs, you must test the area that you are working on to determine asbestos content. Any licensed contractor will be able to help you do this so that asbestos will be handled and disposed of in a safe manner. Check with the Maintenance Staff before beginning any remodeling.

### **LEAD BASED PAINT**

Many homes built before 1978 have lead based paint. In 1978, the Federal government banned lead-based paint from housing. Take precaution before you begin remodeling or renovation that disturb painted surfaces (such as scraping off paint or tearing out walls.) You can find out safety measures you should take by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during and after renovations.

### **BUILDING HISTORY**

The ground for the Arlington Towers was broken on May 20, 1965. Construction began July 31, 1966.

When built, the Arlington Towers was Reno's tallest building. The 23 story, 250-foot, 100 million-pound office and apartment building cost nearly \$4.5 million to build. There are actually 22 floors - no 13th because of superstition.

Residential condominiums comprise the 5th through the 23rd floors. The first three floors contain space for shops, professional office and service facilities. These floors are referred to as the Commercial Floors and are not part of the Association. The 4th floor is occupied by the Association office, laundry, exercise room, rest rooms and saunas, River Room, and the Lounge.

Land for the project was acquired in 1953 by Cavanaugh Brothers and Associates, a Reno investment firm. Built originally as an apartment building, the building was converted to condominiums in September of 1980 hereby creating one of the most convenient and respected



home ownership opportunities in the Washoe Valley.

The facility was constructed with four million pounds of steel and 20,000 cubic yards of concrete. The base of the building “designed to resist the most severe earthquake on record” is 15,000 feet square.

Smartly modern in design, the clean, dignified exterior of this 23-story landmark reflects its stability and prestige. Each condominium has complete privacy and the added comfort of a private deck/balcony. Each unit is served by heat and air/conditioning equipment with instant, individual controls, and personal storage lockers are available to each resident.

## **BOARD OF DIRECTORS**

The Arlington Towers Homeowners Association has a Board of Directors consisting of five (5) members, all of whom must be Owners in the Arlington Towers. The Board of Directors is responsible for all the property held in *common* by Unit owners, Common Areas, Building, Infrastructure, Employees, and oversees & manages the affairs of the Community Association. The Bylaws and DCCR are the source for more detail.

## **MEETINGS**

There are two main types of meetings which are regularly scheduled and open to all owners: Board Meetings and the Annual Membership Meeting. A meeting Agenda is posted, prior to meetings, on the Association's Bulletin Board in front of the 4<sup>th</sup> Floor Association Office.

In all meetings a civil decorum is expected, and an Agenda and degree of formality is followed:

**Annual Membership Meeting:** is held on the third Sunday in October. At this meeting, the Directors and Officers for the following year are elected, and the Budget is approved. All owners are encouraged to attend and participate.

**Board of Directors Meetings:** are held regularly at 6:00p.m in the Conference Room on the Fourth Floor. An Annual Notice of Meetings is mailed out and posted annually with the dates for Board meetings. Directors review and direct the day-to-day business of the Association at these meetings. An Agenda is followed which is posted beforehand on the 4<sup>th</sup> Floor Bulletin Board. During these meetings there are scheduled Open Forums for members to address the Board of Directors with questions, suggestions or ideas for consideration. Meetings are open to any owner who wishes to attend. Your attendance is both welcomed and encouraged.

**\*Civility is Required:** Persons acting in an uncivil or disruptive manner may be subject to various punitive disciplinary fines and restrictions under the Association's documents, and State laws.

## **STAFF AND JOB DESCRIPTIONS**

### **ON-SITE Association Office: (4<sup>th</sup> Floor)**

The On-Site Association Office is responsible for resident services, assessment/fees collection, parking garage administration, security keys, complaints/violations, occupancy lists, new occupant information, rental/owner information, and general office administration.

### **MAINTENANCE STAFF (4<sup>th</sup> Floor)**

Our Maintenance Staff is responsible for completing the, maintenance, repair, installation and alterations of the electrical, plumbing and mechanical systems and equipment as allowed by City and State Regulation in the building.

### **LOBBY ATTENDANTS:**

The Lobby Attendants provide assistance services for the residents, and watches over Association property. They screen and direct tradesmen, delivery men and building occupants. They control the Lobby, elevators, freight elevator, and loading dock. They monitor security cameras, check certain equipment, and the building perimeter.

### **CUSTODIANS**

Under the direct supervision of the Maintenance Supervisor, the custodians performs the general cleaning of Common Areas, some maintenance duties, they report needed improvements and repairs, and perform related work as required.

## **MANAGEMENT**

The Arlington Towers Homeowners Association is also governed by NRS 116, which is the Nevada Common Interest Ownership Uniform Act. To assist the Association with compliance with this Statute, the Board has hired a third party professional management company and Community Manager.

Their information is:

Western Nevada Management, Inc.  
804 Mill Street, Reno, NV 89502  
775-284-4434, [www.westernnv.com](http://www.westernnv.com)  
Sue King – Supervising Community Manager

## **FIRE PROTECTION**

Each condominium has been equipped with a smoke detector, which is wired directly into an electric circuit in the Unit. These detectors are an audible alarm only and are not monitored by an alarm company or the Reno Fire Department.

The Common areas, as well as the Commercial areas are protected by smoke and/or heat detectors, which are monitored by an alarm company, who will notify the Reno Fire Department of any detected fire. Each floor also has two manual pull stations (fire alarms) in a cabinet located one at each end of the hall. Each of these fire cabinets also contains a fire extinguisher. A detected fire will automatically sound an audible alarm on the fire floor as well as one floor below and one floor above.

A paging system has been installed throughout the building to assist firemen in the evacuation activities. Emergency telephones have been installed in each stairwell on every floor to enable firemen to communicate with the Fire Chief, who will man the main control located in the Lobby.

These phones are also tied into the main paging system and can be used to help with evacuation of the building if needed.

The elevators are equipped with an automatic recall system which will return all the elevators to the main lobby and lock the doors open when there is a detected fire. They will remain in this position until firemen arrive; at which time they will be used for evacuation and fire fighting purposes as needed.

The life safety fire alarm system, as well as the elevators, are tied into the emergency generator, thus, they will be operational in the event of a power failure. There will be emergency hallway exit signs and stairwell lighting supplied by the emergency generator as well.

Each hallway in the building, all areas of the basement and the trash chute and elevator shaft are protected with sprinklers.

### **THIS IS A GUIDE TO ESCAPE FROM HOME, HIGH-RISE BUILDINGS AND PUBLIC PLACES WHERE YOU HAPPEN TO BE WHEN A FIRE BREAKS OUT:**

#### **Your worst enemy is smoke.**

Smoke, heat and gases can choke and kill you after a few breaths. If you are caught in smoke, get down and crawl.

#### **Another enemy is the elevator.**

It can trap you. Make a mental note of the fire exit stairs wherever you are. Use them to get beneath the fire floor. On each of our residential floors you will find a guide to the exits and the stairwells.

#### **If you smell smoke:**

- 1) Call the Fire Department first.
- 2) Call the Lobby attendant on duty - they will handle it from there.
- 3) Prepare to leave, get dressed, including your shoes, unit key and security key.
- 4) First - feel the door. If it is cool, proceed to the stairwell nearest you. If you



encounter smoke; return to your unit. Place wet towels or bed clothing around the door. Open, do not break, the slider door. If there is smoke outside the slider door, leave the door closed.

- 5) Be calm. Rescue may be moments away.

## **KNOW YOUR BUILDING**

Explore the building so that you know every possible exit, including stairwells, exterior doors, basement, and recreation rooms. Take the time to find out where each stairwell on the North and South end of each hallway will take you. If you proceed down the stairs, you will, if you are on the North stairwell, find yourself at the street level on Roff Way (alley). If you take the South stairwell, you will find that you exit into the South Lobby next to the Roff Street door.

## **FIRE EXTINGUISHER**

Buy a portable multipurpose fire extinguisher labeled by a testing laboratory. Use this only if you are near the fire when it starts and the fire is small. Probably the best place to store this extinguisher is in the kitchen where most home fires start. Check with 4<sup>th</sup> Floor Office.

## **DURING FIRE ALARMS**

Please do not call the Lobby Attendant for information during an alarm. The Lobby Attendants have very specific duties to perform during alarms and the telephone lines must be kept open for communication with the Fire Department and our Security Alarm System Company. Remember that 98% of alarms are false. Monitor Channel 900 for information. Check with 4<sup>th</sup> Floor office and Bulletin Board for any possible future updates.

## **FLOOD SAFETY**

During severe weather, there may be interruptions in electric services to the building. When the power fails, a generator on the premises will provide for one (1) elevator, pumps for water service and emergency lighting. There will be no heating, cooling, ventilation, hot water or telephone service (for electronic phones).

If a flood condition is expected, residents are better off leaving the building since basement flooding would shut off the emergency power and there would be no services. In a severe winter storm, if the power went off, the generator could last up to 12 hours without refueling and it is unlikely that freezing conditions would occur in the first 12 hours inside the building. After that time, it would be prudent to leave the building. The Washoe County office of Emergency Services recommends that each person keeps enough food, water, prescriptions and other personal needed items on hand for at least three (3) days. Flashlights and portable battery powered radios with extra batteries are also recommended.

Staff members, if possible, will be on site 24 hours a day during such disaster to answer questions and respond to concerns. Also, if the Lobby should be evacuated or flooded, all occupants who cannot get out of the building should meet on the fourth floor for further instructions.

## **PERSONAL INFORMATION FOR PEOPLE WHO LIVE ALONE**

- 1) Get a box, preferably metal, label it "Personal Information" and display it where it is easy to see, as in your bedroom.
- 2) Get index cards and list on them the following specific information.
  - a. Your full name, date and place of birth, your Father's legal name, your Mother's name and her maiden name. Your marital status: Married, single, divorced or widowed.
  - b. If you have no next of kin in the area, have a friend or friends to be notified that can give information for you. List addresses and telephone numbers.
  - c. Next of kin - children, sisters or brothers, etc. List names, phone numbers and addresses. Designate which are to be called and in what order
  - d. Funeral arrangement: If you have a preplanned or prepaid funeral and/or other arrangements made, state the name of the Mortuary and its location. If not, list your instructions regarding burial. Also state your Church affiliation.
  - e. Label one card "Medical and Surgical". List all of your medications and your Doctor's name and phone number. Also, if you have a "Living Will" prepared, put a copy in the file box. You should also give one to your Minister, Priest, Lawyer and your Physician and your family.
  - f. If you have a pet, have you made arrangements for its placement?
  - g. Under "Legal" state if you have made a Will, where it can be found, etc. List the name of your Lawyer and the executor/executrix, if there is one.

**NOTE:** When anyone dies unattended in their home, the local police as well as the Coroner and the Public Administrator will be called. The premises may be sealed and no one will be allowed to enter the premises without the permission of the Public Administrator.

  - h. Under "Keys", tell where your car keys are kept and if you have a safe deposit box, at which bank, in which State and who else has the keys to your home.

Under "Important Papers" make a checklist of the following and their locations:

Car Title and/or Pink Slip	Credit Union Account
Health Insurance Papers	Home Ownership Papers
Life Insurance Papers	Stocks/Bonds/Broker
Death Policy	Bank/TCD/Etc.
Military/Veterans/Fraternal Organizations	

Your wishes regarding the disposition of your worldly goods are honored the way you desire only if you leave some written instructions in the form of a Will or Revocable Trust Agreement, to avoid Probate. Should you die without a Will, your estate will be distributed pursuant to the laws of the State of Nevada by Court appointed attorney, Trust Department or Public Administrator under the guidelines of the State.

## USE OF THE RIVER ROOM AND SMALL MEETING ROOM

1. Use of the River Room (which includes use of the barbecue area) and use of the Small Meeting Room is available to residents.
2. Use of these two rooms will be available to Residents on a daily basis from the Hours of 8:00 am to 11:00pm in the evening.
3. These areas are part of the “Common Area” for all Residents and should be treated as such, Any and all guests of Residents should be accompanied at all times by the Resident.
4. Food and drink is allowed in the River Room, but NOT the small Conference Room and again consideration should be given to other residents, with the area being left the way it was found. Your ATHOA janitorial staff is employed to keep the building clean as well as other duties, but they are not your personal janitor – PLEASE CLEAN UP AFTER YOURSELF AND GUESTS!
5. The River Room and Small Conference room are available for various activities, but sleeping or using the area as a dining room is not allowed.

### RENTAL OF RIVER ROOM OR SMALL CONFERENCE ROOM

An Owner/Resident may rent the River Room or small conference room for a Meeting or Social Function if desired. A reservation with the ATHOA office is required and should be requested as soon as possible so Residents realize the rooms will not be available.

**When renting a room, a Guest List must be provided to the Lobby Attendant and no one will be admitted to the building if they are not on the list.**

The owner/lessee host is responsible for following the Rules & Regulations and other governing documents of Arlington Towers, including monitoring the behavior of his or her guests; and shall be responsible to the Association for any infractions, damage, or clean-up that is necessary.

A \$200 refundable deposit must be provided to the office at the time of reservation.

The following use fees have been established:

1-15 People: \$50.00 if set-up required or \$25.00 if no set-up required  
15-49 People: \$75.00 if set-up required or \$50.00 if no set-up required  
50+ People: \$100.00 for any number over fifty.

ATHOA Committees and Board members may use the small Meeting Room with reservation and no deposit or guest list required, for ATHOA business only.

### 4th FLOOR LOUNGE AREA

The 4th Floor Lounge is a ‘Common Area’ also and available to all Residents. This area is open 24/7 and can be used for Television viewing, reading, relaxing or Wi-Fi use. NO FOOD OR DRINK is allowed in this area. This area is for the enjoyment of all and like the other rooms should be kept clean.

## **\*PARKING GARAGE RULES AND REGULATIONS**

The Court Approved Supplement to Parking Lease Agreement, dated January 1, 2013 is attached as Addendum A to the Rules and Regulations.-

**The following Rules and Regulations are in compliance with the Agreement:**

- 1. Primary Parking Space (PPS) is the first priority. This is assigned only upon request by a Unit owner. Once assigned, the assignment shall remain in place unless any one of the following occurs: (1) the Unit owner makes a Space Upgrade ("SU") request (described below); (2) surrenders the PPS; (3) forfeits it through breach of terms; (4) fails to pay required fees; (5) the OPEN PARKING is triggered after more than 153 spaces are rented; or (6) the Unit owner conveys his or her Unit. If any of these conditions occur, the PPS is forfeited for reassignment by the Association. PPSs are for use by the Unit owner or his or her tenant/occupant. If a Unit owner is not currently assigned a PPS and would like to rent one, he or she should contact the Association for assignment.**
- 2. A copy of the vehicle's registration showing proof of ownership or lease or rental of a vehicle by the resident of the Unit of a vehicle and current proof of insurance must be provided to the office for the vehicle occupying the PPS.**
- 3. All parking spaces are rented as requested by the Association to Unit owners. No space may be rented, sublet or assigned by a Unit owner to any other individual. As assigned by the Association, only the vehicle identified with the Unit and the parking space is allowed to be in that assigned space.**
- 4. Homeowners who have a PPS must complete the appropriate form if it is to be utilized by a tenant and/or other occupant of their Unit. An occupant of a Unit may use the Unit owner's parking space providing the Unit owner signs an affidavit, provided by ATHOA, which affirms under penalty of perjury that the occupant actually resides in that Unit and that the occupant does not also reside in any other Unit in the building. The occupant shall also provide a copy of the driver's license evidencing the Unit's address as the residence of the occupant. Reside shall mean the domicile of the occupant. Domicile means living in the Unit with the intent to make it a fixed and permanent home. An occupant may not claim residence in a Unit for the sole purpose of obtaining a parking space.**
- 5. SUs may be made by Unit owners, from an assigned PPS to a more favorable unassigned space, if a more desirable space becomes unassigned, and before the space is made available for assignment.**
- 6. Secondary Parking Spaces (SPS) may be available after all requests for PPS are honored. SPSs are made available on a monthly basis and must be surrendered upon notice to honor all PPS requests. Upon notice, the SPS must be surrendered on the last day of the month that notice was given. All SPS are assigned exclusively by Association, on a month-by-month basis, and in accordance with applicable waiting list. Once an SPS is assigned, it may be taken by an SU, and it may be taken for a Unit owner who does not have a PPS.**
- 7. Except as provided in paragraph 6, all assignment/reassignments/changes/ forfeitures made to parking spaces will be on a 30-day notice to any affected parties.**
- 8. All SU and SPS assignment/changes will be made based on one of two waiting lists:**
  - a. SU has precedence over SPS**
  - b. SPS, subject to fulfillment of PPS demands and must vacate upon notice for PPS needs as provided in paragraph 6.**
- 9. Waiting lists are based upon first-come-first-serve; earliest, oldest date is 1<sup>st</sup>.**
- 10. Parking fees as defined in the current Service Fee Schedule are due and payable by the 1<sup>st</sup> of each month in advance. If not paid by the 10<sup>th</sup> of the month, parking fees are considered late and late fees are assessed as defined in the Service Fee Schedule included herein. Failure to**

pay any and all assessments (including parking fees) for two (2) consecutive months shall result in forfeiture of any assigned parking spaces and any vehicles will be towed from the space at vehicle owner's expense.

11. Parking permits are mandatory and any vehicle found without a parking permit will be subject to tow at vehicle owner's expense.
12. For parking space assignment, a Vehicle Registration form must be completed. Forms may be obtained from the 4<sup>th</sup> Floor office. If multiple vehicles are registered for the same assigned parking space, the additional parking permits will be at a additional fee as outlined in the Service Fee Schedule.

## **OPEN PARKING**

The Association currently has 139 spaces it may assign. There are up to 15 additional PPSs on the third floor. However, the Monthly Rental Rate for all spaces shall increase to absorb the space rent for the additional 15 spaces (refer to Fee Schedule). Once all of the additional 15 spaces are used and there is another request for a first car vehicle, the Assigned Parking shall be suspended and all parking will be converted to OPEN PARKING on the top five floors pursuant to the procedures outlined in the Court Approved Supplement. At that time the space rental amount will revert to the then current base rental rate for all spaces.

### **\*Other Parking Garage Rules & Restrictions:**

1. Vehicles must display a parking permit issued by the Association that matches with the assigned parking space number and vehicle license plate or they will be subject to tow at vehicle owner's expense.
2. The posted speed limit while in the garage is 5 MPH.
3. Adherence to the posted parking rules of the garage is required.
4. Repair of vehicles in the garage is strictly prohibited.
5. Any damage caused by leakage of fluid or any other type of vehicle disrepair or driver negligence will be the responsibility of the Unit owner assigned to that parking space.
6. Parking of recreational vehicles, i.e. snowmobiles, boats, etc. is prohibited (exception: Moped/Scooters legal for road use without registration under Nevada Law).
7. Any vehicle parked in a space not assigned and verified by appropriate parking permit will be subject to tow at vehicle owner's expense.
8. Except for moped/scooters legal for road use without registration under Nevada law, only automobiles, light trucks and motorcycles bearing valid, current registration (for on road use) insurance and inspection, as required by state of registration, may be parked in the parking garage. Anything parked in a parking space that does not comply with this paragraph is subject to tow at vehicle owner's expense.
9. One licensed and insured motorcycle, or one moped or one scooter may be parked in the space ahead of a vehicle only if it does not impede or otherwise block traffic. If OPEN PARKING is triggered, this rule is revoked.
10. Vehicles must, at all times, be kept clean and in operational condition and be moveable at the Association's request for parking garage maintenance such as cleaning, painting and repairs.
11. No storage of any kind is allowed in the parking garage.
12. Unauthorized parking in the freight elevator loading dock is prohibited.



## SERVICE FEE SCHEDULE

Service	Fee	Owner	Tenant	Commercial
<b>1. Security Key (Refundable)</b> Keys will be issued by ATHOA Office	<b>\$100</b>	√		
<b>2. Transfer Fee</b> Paid to Title Co. at close of Escrow	\$150	√		√
<b>3. Move-In Tenant (Owner Responsible)</b> Paid to ATHOA Office prior to moving in. This will be billed to owner's account.	\$150	√		
<b>4. Move-In New Owner</b> Paid to ATHOA Office prior to moving in. This will be billed to owner's account.	\$150	√		
<b>5. Contractor Deposit (Refundable on Inspection)</b> Owner to get approval & pay deposit to ATHOA Office prior to contractor starting work.	\$150	√		
<b>6. Extra Ordinary Disposal</b> Request form from ATHOA Office Pay fee or bill account	\$100	√	√	√
<b>7. Storage large Items (Appliances/Furniture)</b> Request form from ATHOA Office Billed to owner's account quarterly.	\$100	√		√
<b>8. Meeting Minutes - copies</b>	\$.05/pg.	√		
<b>9. Governing Documents: payment on demand</b>	\$.10/pg.	√		√
<b>10. Maintenance Request (hourly rates)</b> Billed monthly to owner's account.	\$40/hr.	√		√
<b>11. Parking spaces - Monthly</b> Parking fees may adjust annually. Account billed monthly - non-prorated	\$65	√		
<b>12. Monthly Parking Space Fee with additional 15 spaces used.</b> <b>Parking fees may adjust annually. Account billed monthly, non-prorated.</b>	\$75	√		
<b>13. Cleanup Fee for Pet Messes</b> Identified owner/tenant will be presented with a statement or owner's account will be changed	\$40/hr * fine	√		
<b>14. Cleanup Fee for Human Messes</b> Same as pet messes	\$40/hr * fine	√		

For further information contact the Arlington Towers Homeowners Association Office located on the 4th Floor or the Management Office. Or you may call (775) 786-1636 or 775-284-4434.

## **FINE SCHEDULE**

Description of Violation	Initial Fine	Continuation Fine
1. Disruptive or destructive conduct and any clean-up fee	\$25	\$25/wk.
2. Items draped, extending beyond or above railings on balconies	\$25	\$25/wk.
3. Excessive noise in common areas	\$25	\$25/wk.
4. Feeding wild birds	\$25	\$25/wk.
5. Smoking in common areas	\$25	\$25/wk.
6. Automotive repair work, oil, gas, or other leakage in garage	\$25	Restriction from Garage
7. Storage of snowmobiles, boats, trailers, etc. in garage	\$50	\$50/wk.
8. Failure to obey all pet rules and regulations plus any clean-up fee	\$25	\$25/wk.
9. Over limit occupancy of unit a. Section 1, Article VII, CC&Rs	\$25	\$25/wk.
10. Harassment of Employees or Association Volunteers	\$25	\$25/wk.
11. Violation of Pool Rules	\$25	Restriction from Pool

Please note, all violations of the Rules may be subject to fining as determined by the Board of Directors. Violations of the Rules may be fined up to \$100 for each violation. However, if a violation of the Rules poses and imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Association, the amount of the fine shall be commensurate with the severity of the violation.

## IMPORTANT TELEPHONE NUMBERS

ASSOCIATION OFFICE - 4TH FLOOR	(775) 786-1636
LOBBY ATTENDANTS	(775) 786-1232
MANAGER (WNM, Inc.) Sue King	(775) 284-4434
NV ENERGY To have utilities connected or disconnected	(775) 834-4444
AT&T	1-800-288-2020
CHARTER CABLE	(775) 850-8555
RENO FIRE DEPARTMENT	911
RENO POLICE DEPARTMENT - Emergency	911
RENO POLICE DEPARTMENT - Non - Emergency	(775) 334- 2677
RTC (Bus sys, etc)	(775) 348- 0400
TTY LINE	(800) 799-4TTY
REGISTRAR OF VOTERS	(775) 328 - 3670
WEATHER AND ROAD CONDITIONS	(775) 511
ST. MARY'S HOSPITAL	(775) 770-3000
RENOWN MEDICAL CENTER	(775) 982- 4100



**ADDENDUM A**

THE COURT APPROVED SUPPLEMENT TO PARKING LEASE  
AGREEMENT, DATED JANUARY 1, 2013

## Settlement Agreement

As of the Effective Date, the Parties agree:

1. Definitions. As used in this Agreement, the following terms have the following meanings:
  - 1.1 Parties. "Parties" includes the following individuals and business entities:
    - 1.1.1 ATHOA. "ATHOA" means Arlington Towers Homeowners Association, Inc., a Nevada non-profit cooperative corporation without stock with its principal place of business in Washoe County, Nevada.
    - 1.1.2 Hash. "Hash" means Allan L. Hash an individual who resides in Washoe County, Nevada.
    - 1.1.3 PRC. "PRC" means Plaza Resort Club, Inc., a Nevada corporation with its principal place of business in Washoe County, Nevada.
    - 1.1.4 PRCA. "PRCA" means The Plaza Resort Club Association ("PRCA"), a Nevada non-stock, non-profit cooperative corporation with its principal place of business in Washoe County, Nevada.
  - 1.2 Litigation. "Litigation" means *Arlington Towers Homeowners Association v. Allan L. Hash*, Case No. CV08-03473 pending in the Second Judicial District Court of the State of Nevada.
  - 1.3 Effective Date. "Effective Date" means the date on which a Court enters an order overruling any and all objections from ATHOA members and approving this Settlement Agreement as a good faith settlement.
  - 1.4 Lease. "Lease" means the January 25, 1980 Parking Lease Agreement by and between Robert J. Beaumont (as landlord) and Nu-West Development Corporation of Arizona (as tenant), as amended by the First Supplement dated January 25, 1980. There was a Second Supplement to Parking Lease Agreement dated March 1, 1988 ("Second Supplement"). On June 28, 2012, the Second Judicial District Court of the State of Nevada ("Court") entered its Order that States that the Second Supplement is void. PRC disputes that the Second Supplement is void. It is the intent of the parties that the Court Approved Supplement will become effective and will delete and replace all provisions of the Second Supplement, and will delete the option granted to Lessee in paragraphs 2 and 3 of the First Supplement. PRC is the current landlord under the Lease. ATHOA is the current tenant under the Lease.
  - 1.5 Settlement Conference. "Settlement Conference" means the settlement conference conducted before Judge Freeman on October 23, 2012.
2. Lease Amendment. In consideration of the mutual covenants of this Settlement Agreement, and for other consideration recited in the Lease amendment required by this Settlement Agreement, ATHOA and PRC shall sign and deliver counterparts of the "Court Approved Supplement to the Parking Lease

Agreement" attached hereto as Exhibit A ("Court Approved Supplement"). If this Settlement Agreement is approved pursuant to section 3, the Court Approved Supplement shall be effective as of January 1, 2013.

3. Agreement Subject to ATHOA Board approval and Court approval. The members of ATHOA are identified as intended third-party beneficiaries under the Lease. By executing this Settlement Agreement, ATHOA represents and warrants that this Settlement Agreement is consistent with the agreement reached at the Settlement Conference. It was approved by the ATHOA board of directors at the Settlement Conference and strictly complies with the ATHOA CCRs and other governing documents and statutes. Hash, a party to the Litigation, participated in the Settlement Conference and had no objection to the settlement reached.

This Settlement Agreement is also subject to judicial approval and determination that this Settlement Agreement is in good faith, and entry of a recordable decree that this Settlement Agreement is binding upon all ATHOA members and their successors in interest. ATHOA is solely responsible for compliance with all statutes, regulations, precedents, and constitutional requirements for giving notice, scheduling hearings, and otherwise obtaining the district court's approval of this Settlement Agreement. District court approval of this Settlement Agreement shall result in a judgment or decree that will be recorded and will become binding on the members of ATHOA and their successors in interest with respect to the Lease.

4. Stipulation and Order. The Stipulation and Order attached hereto as Exhibit B was filed on January 24, 2013.
5. Failure to obtain Court approval. If the Court does not approve this Settlement Agreement:
  - 5.1. Rental Rates. While Court approval of this Settlement Agreement is pending, and beginning with the payment due December 1, 2012 (for January 2013 rent), ATHOA shall pay the rents prescribed in the Court Approved Supplement. If the Court rejects this Settlement Agreement, then beginning with the first calendar month after entry of an order rejecting this Settlement Agreement ATHOA shall pay the rents prescribed in the Lease and computed without the rent concession in the 1988 Second Supplement until further agreement or Court order.
  - 5.2. Return to Judicial Settlement Conference. The Parties shall schedule a further judicial settlement conference not later than 30 calendar days after the order rejecting this Settlement Agreement.
  - 5.3. Reset the case for trial. Within 45 calendar days after entry of an order rejecting this Settlement Agreement, the Parties shall meet to reset the case for trial, to resubmit pending motions, and to reschedule remaining discovery.

6. Dismissal. If the district court approves this Settlement Agreement, the **Parties** (through counsel, if appropriate) shall execute, deliver, and present to the district court a stipulation for the dismissal of the **Litigation** with prejudice.
7. Releases.
  - 7.1 Mutual Releases. The **Parties** mutually release, acquit, and discharge one another from all claims, liability, expense, damages, claims for relief, or causes of action: (a) contained in the **Litigation**, (b) which could have been included in the **Litigation**, or (c) which arise from the same occurrences, circumstances, contracts, and other legal relationships upon which claims in the **Litigation** are based. .
  - 7.2 Hash Release. In addition to any other releases in this Settlement Agreement, **Hash** hereby releases **PRC** and **PRCA** from any claims, known or unknown, whether or not the claims were asserted or could have been asserted in the **Litigation**.
  - 7.3. Binding effect. These releases bind and inure to the benefit of each of the parties and their parents, subsidiaries, affiliates, shareholders, directors, officers, partners, members, managers, trustees, beneficiaries, agents, insurers, sureties, guarantors, attorneys, successors, predecessors, and representatives.
  - 7.4. Indemnity, contribution, and additional insured rights. These releases include all claims for express or implied (equitable) indemnity, contribution, and rights that one or more **Parties** may have for rights as an additional insured.
  - 7.5. Subrogation. These releases include all subrogation rights that an insurer, surety, or guarantor may have against any released party.
  - 7.6. No release of this Agreement. Nothing herein releases the **Parties** from any claim arising from the formation, interpretation, or enforcement of this Settlement Agreement.
8. Hold Harmless. To the fullest extent allowed by law, **ATHOA** shall indemnify, defend, and otherwise hold harmless **PRC** and **PRCA**, from any suits, claims, damages, expense, or other obligations or liabilities to enforce, interpret, set-aside or invalidate the Court Approved Supplement or this Settlement Agreement, asserted derivatively, on behalf of **ATHOA**, or by any **ATHOA** member.
  - 8.1 Benefit of hold harmless. This hold harmless shall inure to the benefit of and otherwise protect **PRC** and **PRCA** and their respective parents, subsidiaries, affiliates, shareholders, directors, officers, partners, members, managers, trustees, beneficiaries, agents, insurers, sureties, guarantors, attorneys, successors, predecessors, and representatives, all of whom are intended third-party beneficiaries of this covenant.
  - 8.2 Defense Counsel. In order for **ATHOA** to fulfill its duty to defend **PRC** and **PRCA**, **ATHOA** may select counsel reasonably acceptable to the indemnitees. Such counsel shall have been a practicing member of the

applicable bar association and court for at least ten years, and shall have experience in real estate leasing and litigation. In the event joint representation between one or more indemnitees would cause an actual or potential conflict of interest that is not waived by all indemnitees, then ATHOA shall provide each indemnitee with separate and independent counsel.

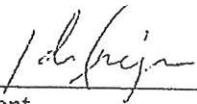
- 8.3 Further agreement. Nothing herein precludes the indemnitor and indemnitees from entering into a further contract to liquidate the indemnity and defense obligation, allowing an indemnitee to hire counsel and seek reimbursement, or otherwise modifying this provision with respect to particular litigation or claims.
9. Denial of liability. The Parties deny any liability to one another or to any third parties with respect to the claims asserted, or which could have been asserted, in the Litigation. The Parties have elected to enter into this Agreement to compromise and conclude disputed claims without the expense of further litigation. Nothing in this Agreement shall constitute an admission of any liability, responsibility, or wrongdoing by any of the Parties.
10. Informed consent. The Parties represent and warrant that they had ample opportunity to review this Agreement and that they voluntarily enter into this Agreement with the understanding that they are giving up important legal rights and claims. The Parties do not rely on any representations from the other to execute this Agreement, but instead rely only upon their own investigations and consultations with legal counsel.
11. No construction against drafting party. This Settlement Agreement has been subject to review, negotiation, and editing by the Parties (and counsel, where applicable). Therefore the rule that ambiguities should be construed against the drafting party is inapplicable to this Settlement Agreement.
12. Choice of law. Nevada law controls the formation, interpretation, and enforcement of this Settlement Agreement.
13. Severability. If any court determines that a word, clause, or sentence in this Settlement Agreement is invalid or illegal, the balance of the contract shall be construed and enforced as if the offensive provision was not a part of the contract.
14. Integration and merger. All prior negotiations, representations, promises, and contracts with respect to settling the Litigation are replaced with this Agreement. The Parties acknowledge and agree that this Settlement Agreement is a complete compromise of matters involving disputed issues of law and fact, and fully assume for themselves the risk that the facts or applicable law may be other than they believe.
15. Attorney fees. In any proceeding (including a motion filed in the Litigation) to rescind, interpret or enforce this Settlement Agreement, the prevailing party shall be entitled to recover reasonable attorney fees.
16. Venue; Judicial supervision; enforcement by motion. Except as may be required by applicable Nevada law, any claim arising from a dispute over formation,

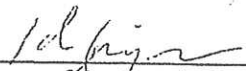
interpretation, or enforcement of this Settlement Agreement shall be brought and maintained in the court in which the Litigation is pending, and in no other forum.

17. Signatures. Each individual who signs below in a representative capacity warrants that he or she has capacity and authority to bind the entity to this Settlement Agreement. This Settlement Agreement may be executed in counterparts. Delivery of a fax, photocopy, or correct digital image of this signed Settlement Agreement shall have the same effect as delivery of an original signature on this Settlement Agreement.

Arlington Towers Homeowners  
Association

Arlington Towers Homeowners  
Association

  
\_\_\_\_\_  
Its President

  
\_\_\_\_\_  
Its Chairman of the Board of Directors

Allan L. Hash

Plaza Resort Club, Inc.

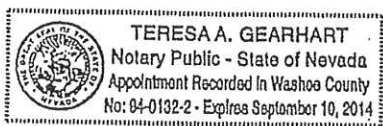
The Plaza Resort Club Association

  
\_\_\_\_\_  
James H. Bordycott, Its Vice President

\_\_\_\_\_  
R. Richard Drechsler, Its President

State of Nevada )  
 ) ss.  
County of Washoe )

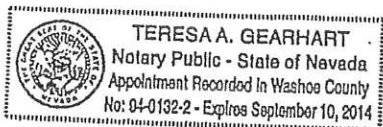
On this 23<sup>rd</sup> day of May, 2013, John Kreiger  
personally appeared before me and acknowledged that he/she executed the foregoing  
Settlement Agreement.



Teresa A. Gearhart  
Notary Public

State of Nevada )  
 ) ss.  
County of Washoe )

On this 23<sup>rd</sup> day of May, 2013, John Krieger  
personally appeared before me and acknowledged that he/she executed the foregoing  
Settlement Agreement.



Teresa A. Gearhart  
Notary Public

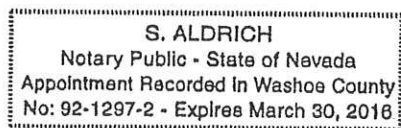
State of Nevada )  
 ) ss.  
County of Washoe )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ personally  
appeared before me and acknowledged that he/she executed the foregoing Settlement  
Agreement.

\_\_\_\_\_  
Notary Public

State of Nevada     )  
                              ) ss.  
County of Washoe    )

On this 14~~th~~ day of JULY, 2013, JAMES H. BORDYCOTT  
personally appeared before me and acknowledged that he/she executed the foregoing  
Settlement Agreement.



*S. Aldrich*  
Notary Public

State of Nevada     )  
                              ) ss.  
County of Washoe    )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ personally  
appeared before me and acknowledged that he/she executed the foregoing Settlement  
Agreement.

\_\_\_\_\_  
Notary Public



interpretation, or enforcement of this Settlement Agreement shall be brought and maintained in the court in which the Litigation is pending, and in no other forum.

17. Signatures. Each individual who signs below in a representative capacity warrants that he or she has capacity and authority to bind the entity to this Settlement Agreement. This Settlement Agreement may be executed in counterparts. Delivery of a fax, photocopy, or correct digital image of this signed Settlement Agreement shall have the same effect as delivery of an original signature on this Settlement Agreement.

Arlington Towers Homeowners  
Association

Arlington Towers Homeowners  
Association

\_\_\_\_\_  
Its President

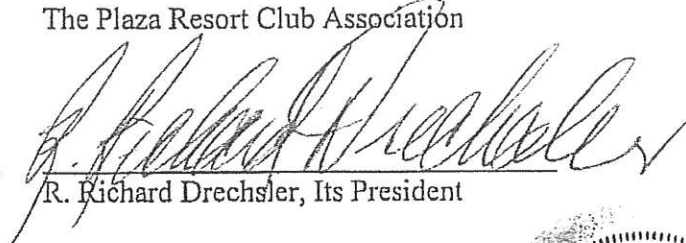
\_\_\_\_\_  
Its Chairman of the Board of Directors

Allan L. Hash

\_\_\_\_\_  
Plaza Resort Club, Inc.

The Plaza Resort Club Association

\_\_\_\_\_  
James H. Bordycott, Its Vice President

  
\_\_\_\_\_  
R. Richard Drechsler, Its President



State of Nevada

CA)

) ss.

County of Washoe

Los Angeles

On this 1st day of May, 2013, R. Richard Drechsler

personally appeared before me and acknowledged that he/she executed the foregoing  
Settlement Agreement.

See CA ACK Attached  
Notary Public

State of Nevada

)

) ss.

County of Washoe

)

On this \_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_  
personally appeared before me and acknowledged that he/she executed the foregoing  
Settlement Agreement.

\_\_\_\_\_  
Notary Public

State of Nevada

)

) ss.

County of Washoe

)

On this \_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ personally  
appeared before me and acknowledged that he/she executed the foregoing Settlement  
Agreement.

\_\_\_\_\_  
Notary Public

State of Nevada       )  
                                  ) ss.  
County of Washoe     )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_  
personally appeared before me and acknowledged that he/she executed the foregoing  
Settlement Agreement.

\_\_\_\_\_  
Notary Public

State of Nevada       )  
                                  ) ss.  
County of Washoe     )

On this \_\_\_\_ day of \_\_\_\_\_, 2013, \_\_\_\_\_ personally  
appeared before me and acknowledged that he/she executed the foregoing Settlement  
Agreement.

\_\_\_\_\_  
Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On 5/11/2013 before me, Sandra Cisneros, Notary Public

personally appeared R. Richard Drechsler

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: [Signature]  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Settlement Agreement

Document Date: 5/11/2013 Number of Pages: 1

Signer(s) Other Than Named Above: \_\_\_\_\_

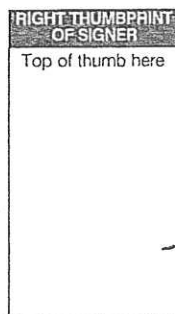
### Capacity(ies) Claimed by Signer(s)

Signer's Name: R. Richard Drechsler

- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator

☒ Other: President

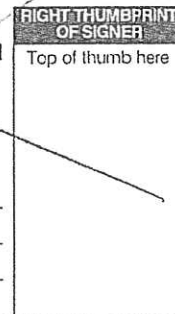
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- ☒ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# EXHIBIT “A”

(TO SETTLEMENT AGREEMENT)

COURT APPROVED SUPPLEMENT TO PARKING LEASE AGREEMENT

This Court Approved Supplement to the Parking Lease Agreement ("Court Approved Supplement") is made, entered into, and effective as of January 1, 2013, by and between the Plaza Resort Club, Inc., a Nevada corporation ("Lessor") and Arlington Towers Homeowners Association, a non-profit corporation ("Lessee" or "ATHOA").

RECITALS

- R1. The predecessors of Lessor and Lessee entered into a Parking Lease Agreement dated January 25, 1980 ("Parking Lease Agreement").
- R2. The predecessors of Lessor and Lessee entered into the First Supplement to Parking Lease Agreement dated January 25, 1980 ("First Supplement").
- R3. Lessor and Lessee entered into the Second Supplement to Parking Lease Agreement dated March 1, 1988 ("Second Supplement"). On June 28, 2012, the Second Judicial District Court of the State of Nevada ("Court") entered its Order that states that the Second Supplement is void. Lessor disputes that the Second Supplement is void, and further contends that the Order is not a final order and is not binding on Lessor. Rather than continue litigation over the validity or invalidity of the Second Supplement, Lessor and Lessee desire to further amend the Parking Lease Agreement. If this Court Approved Supplement becomes effective, it will delete and replace all provisions of the Second Supplement, and will delete the option granted to Lessee in paragraphs 2 and 3 of the First Supplement.
- R4. Lessor and Lessee intend to enter into this Court Approved Supplement in order to further amend the Parking Lease Agreement. This Court Approved Supplement will be effective only upon judicial confirmation of this Court Approved Supplement.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, Lessor and Lessee agree as follows:

### GENERAL PROVISIONS

1. In exchange for the following promises and subject to the following terms and conditions, Lessor shall make available to Lessee up to one hundred ninety-four (194) parking spaces upon request and as needed for first car vehicle use by the owners or their tenants of the one hundred ninety-four (194) residential condominium units in Arlington Towers. The term "first car vehicle" as used herein shall mean the primary vehicle, if any, for each residential unit which may be registered with Lessee, if and when needed, for parking space in the Plaza parking structure pursuant to this Court Approved Supplement. Motorcycles, motor scooters and similar types of vehicles (hereinafter collectively referred to as "motorcycles") may be designated as first car vehicles and registered as such with Lessee. It is intended that each of the 194 residential condominium units in Arlington Towers shall be guaranteed an available parking space for one first car vehicle.
2. Lessor shall lease to Lessee the parking spaces on the fourth (4<sup>th</sup>), fifth (5<sup>th</sup>) and sixth (6<sup>th</sup>) floors of the Plaza parking structure, which are currently configured to include a total of one hundred forty-one (141) spaces, including two (2) disability parking spaces for residential owners or tenants, two (2) disability loading spaces and one (1) disability guest space (collectively, the "Disability Parking Spaces"), for a net available total of one hundred thirty-eight (138) parking spaces, as needed, for first car vehicle use by the residential owners or their tenants. Lessee shall lease and use only the fourth, fifth and sixth floors unless it elects to lease additional spaces for first car vehicles, as needed, pursuant to paragraph 3 below.
3. Lessor grants Lessee an option to lease up to an additional fifty-six (56) parking spaces, for a total of one hundred ninety-four (194) parking spaces, as needed, for first



car vehicle use by the Arlington Towers residential owners or their tenants, subject to the following conditions and procedures:

(a) Before Lessee may exercise its option to lease additional spaces, Lessee must first have assigned all one hundred thirty-eight (138) available spaces on the fourth, fifth and sixth floors for first car vehicles registered to the owners or their tenants of one hundred thirty-eight (138) residential condominium units in Arlington Towers.

(b) At any time during periods of assigned space parking, "Assigned Parking", when all one hundred thirty-eight (138) spaces on the fourth, fifth and sixth floors have been assigned for first car vehicle use, Lessee may option an additional fifteen (15) assigned spaces on the third (3<sup>rd</sup>) floor for additional first car vehicles, as needed, one space at a time. The location of these additional fifteen (15) spaces on the third floor shall be the parking spaces identified by number on Exhibit A attached hereto and made a part hereof. These spaces shall be assigned by Lessor as requested by Lessee. Lessee shall pay a monthly rental for each of these additional parking spaces as used, at a rate equal to double the then current monthly rate for the Assigned Parking spaces on the fourth, fifth and sixth floors, as more fully explained in paragraph 14 below.

(c) At such time as all fifteen (15) spaces have been assigned by Lessee to owners or their tenants and Lessee receives the next request for a first car vehicle, Assigned Parking shall be suspended and all parking on the five (5) upper floors of the Plaza parking structure shall change to open space parking, ("Open Parking"), and shall remain Open Parking until such time as the first car vehicle permits have been reduced to one hundred thirty-eight (138) spaces or less and Assigned Parking has been restored at Lessee's election. Prior to the effective date of any subsequent required change from Assigned Parking to Open Parking, Lessee may again option up to fifteen (15) spaces on the third floor to be used for Assigned Parking following the procedures outlined in paragraph 3(b) above.

(d) Notice of Exercise. Each option to lease additional space(s) shall commence upon receipt of written notice from Lessee to Lessor of the exercise of its option. Rental for the additional space(s) shall be prorated from the date of receipt of written notice. The lease of the optioned space(s) shall continue until the last day of the calendar month following written notice from Lessee to Lessor to relinquish the space(s). A single notice

may be used for multiple spaces. This provision shall also apply in the event that Lessee elects to restore Assigned Parking, pursuant to paragraph 3(c) above.

4. Review of Lessee Parking Records. Lessor shall be entitled to review Lessee's parking records at the following times: (i) upon execution of this Court Approved Supplement, (ii) annually during Assigned Parking on or before December 31st of each year, (iii) upon receipt of a notice to exercise this option, and (iv) every four (4) months during periods when Open Parking is in effect, to confirm that Lessee has complied with the terms and conditions of this Court Approved Supplement, as well as its own parking rules and regulations. Lessor shall provide written notice to Lessee of any alleged deficiency. Lessee shall then have thirty (30) calendar days to correct the deficiency, or provide information demonstrating that there is no deficiency. Lessee's failure to comply shall constitute a default under the Parking Lease Agreement.

5. Lessee represents and warrants that it has adopted parking rules and regulations which include: (i) a rule prohibiting the parking of any second car vehicles, except as otherwise provided in paragraph 22 herein; (ii) a rule prohibiting the parking or storage of unregistered or inoperable vehicles; (iii) a rule eliminating guest parking (excepting the disability guest space); (iv) a rule prohibiting residential unit owners from subletting or otherwise allowing usage of their parking space to anyone other than the tenant of their unit. Further, Lessee warrants that it shall not sublet any parking space to any person or entity other than to the owner or tenant of a residential condominium unit in Arlington Towers, and that it shall not alter its parking rules and regulations in any way that is inconsistent with this representation.

6. Upon requests by ATHOA, Lessor shall extend paid valet guest parking privileges to guests of residents of Arlington Towers condominiums and to part-time residents who have not elected to register a first car vehicle for a parking space in the Plaza parking structure, subject to availability and subject to Lessor's valet guest parking policies and procedures. The rental fee per day (or any portion thereof) for the valet guest parking

shall be equal to the daily parking fee then charged by Lessor to The Plaza Resort Club Association for each space used by its timeshare owners and guests.

7. All vehicles authorized by ATHOA to park in the Plaza parking structure must be registered to the residential unit owners or their tenants, evidenced by a copy of the vehicle registration and insurance certificate. A parking permit in a form reasonably acceptable to Lessor shall be issued by ATHOA which will be numbered and correspond with ATHOA's parking records. The information maintained in ATHOA's parking records shall include an identification of the unit number, unit owner, and, if applicable, unit tenant, ATHOA parking permit number and the vehicle model and registration number and parking space number during Assigned Parking. The parking permit must be displayed in the vehicle at any time the vehicle is parked in the Plaza parking structure and shall have a number registered to the vehicle owner, and shall correspond to the information listed in ATHOA's parking records.
8. Upon notice to ATHOA, unit owners or their tenants may substitute their first car vehicle with a temporary replacement. Such temporary vehicle must have the same parking permit that has been issued to the unit owner or tenant for their primary vehicle displayed in the vehicle.
9. Lessee shall provide to Lessor a list of persons and vehicles registered to park in the Plaza parking structure on or before the tenth (10th) of each month for the following month. Any temporary replacement vehicles shall be included in this list.
10. All unit owners or their tenants authorized by ATHOA to use the Plaza parking structure shall follow all posted rules and signs therein. Any violation of the posted rules and signs shall result in written notification by Lessor of such violation to Lessee. Lessee shall then notify the unit owner of the violation and determine if suspension of parking privileges should be imposed.

11. Lessor is not required to accommodate parking or provide ingress/egress to vehicles that are too tall to travel in the Plaza parking structure or too large to fit into a parking space. Lessor is not required to provide oversized parking spaces, or to manage the availability of compact spaces and larger spaces. ATHOA shall be solely responsible to resolve conflicts between its own members regarding assignment of particular spaces to particular owners or particular vehicles. ATHOA shall be liable for any property damage caused by unit owners or tenants inside the Plaza parking structure.

12. Except as otherwise provided in this paragraph, all provisions of the Parking Lease Agreement, as amended, shall remain in full force and effect. The exceptions are:

- (a) The option granted to Lessee in paragraphs two and three of the First Supplement are hereby deleted;
- (b) All provisions regarding rental rates and the computation of rental adjustments are deleted and replaced by this Court Approved Supplement;
- (c) All provisions of the Second Supplement are deleted and replaced by this Court Approved Supplement;
- (d) All provisions governing the allocation or use of parking spaces are deleted and replaced by this Court Approved Supplement;
- (e) If any remaining provisions of the Parking Lease Agreement, as amended, conflict with the provisions of this Court Approved Supplement, the terms of this Court Approved Supplement shall prevail.

13. Lessor and Lessee shall execute a recordable Memorandum of Court Approved Supplement to Parking Lease Agreement in the form attached hereto as Exhibit B.

14. As of January 1, 2013, rent shall be computed as follows:

- (a) "Base Rental Rate" means the initial monthly rental rate, on a per-space basis, at the inception of this Court Approved Supplement. Base Rental Rate for parking spaces on the fourth, fifth, and sixth floors shall be fifty-five dollars (\$55) per space per month. Base Rental Rate for the first fifteen (15) reserved spaces on the third floor shall be one hundred ten dollars (\$110) per space per month. If Open Parking is triggered, and

for as long as Open Parking remains in effect, then Base Rental Rate for all spaces on all floors shall be fifty-five dollars (\$55) per space per month, except for the five (5) Disability Parking Spaces, for which Base Rental Rate shall be one hundred ten dollars (\$110) per space per month. The initial monthly rental amount shall be seven thousand, seven hundred fifty-five dollars (\$7,755), based on the minimum rental of one hundred forty-one (141) spaces on the fourth, fifth, and sixth floors.

(b) The monthly rental rates per space shall be adjusted effective on the first day of each calendar year, starting with January 1, 2014. Lessor may elect to base each annual adjustment on either of the following:

(i) The Consumer Price Index-Urban ("CPI-U"). The monthly rental rates per space shall be increased or decreased based on the rate of increase or decrease between CPI-U last published as of the last day of November immediately prior to the annual adjustment and the CPI-U last published as of one year prior. Example: The rental adjustment for 2014 will be computed by comparing the last published CPI-U as of November 30, 2013 to the CPI-U last published as of November 30, 2012; or

(ii) Real Property Taxes and Special Assessments on all land and improvements, including the Plaza parking structure, commonly known as the Plaza Resort Club, APN 011-041-11. The monthly rental rates per space shall be increased or decreased based on the rate of increase or decrease between the total of the property tax and assessment billings received in the year ended November 30<sup>th</sup> immediately prior to the annual adjustment and the total of the property tax and assessment billings received in the year ended one year prior. Example: The rental adjustment for 2014 will be computed by comparing the property tax and assessment billings received in the year ended November 30, 2013 with the property tax and assessment billings received in the year ended November 30, 2012. For purposes of this calculation, the principal of any special assessment billing shall be included, and the interest portion of any special assessment billing shall be excluded.

(c) Any annual adjustment to the monthly rental rates shall not exceed five percent (5%) increase or decrease from the monthly rental rates for the prior calendar year. The monthly rental rates shall never be less than the Base Rental Rates.

15. Approval by ATHOA Board of Directors. Lessee represents and warrants that: (a) Lessee has legal authority to enter into this Court Approved Supplement, (b) this Court Approved Supplement has been approved by ATHOA's board of directors, and (c) that this Court Approved Supplement has been approved by a district court of competent jurisdiction.

16. Written Consent of City Attorney, City of Reno. Lessee represents and warrants that it has the legal authority to enter into this Court Approved Supplement without written consent of the Reno Attorney, City of Reno upon written notice to the Reno Attorney, City of Reno and approval by the district court of competent jurisdiction.

17. Estoppel; Hold Harmless. Lessee has relied on its own counsel, and not any representations by Lessor, to negotiate and document this Court Approved Supplement, and shall be estopped to claim that this Court Approved Supplement is a violation of any law, including statutes, regulations, ordinances, deeds, restrictive covenants, bylaws, or other documents governing the actions of Lessee. Lessee covenants not to sue Lessor to claim that this Court Approved Supplement is beyond the authority of the Lessee's officers, directors, or counsel (or is otherwise ultra vires), or that this Court Approved Settlement is otherwise illegal or invalid. To the fullest extent allowed by law, Lessee shall indemnify, defend, and otherwise hold harmless Lessor and The Plaza Resort Club Association ("PRCA"), from any damages, claims, expense, demands, obligations, or suits asserted by one or more ATHOA members asserted on their own behalf, on behalf of a class of ATHOA members, or asserted derivatively on behalf of ATHOA, seeking to enforce, interpret, set-aside, invalidate, or challenge the execution of this Court Approved Supplement

(a) Benefit of hold harmless. This hold harmless shall inure to the benefit of and otherwise protect Lessor and PRCA and their respective parents, subsidiaries, affiliates, shareholders, directors, officers, partners, members, managers, trustees, beneficiaries, insurers, sureties, guarantors, attorneys, successors, predecessors, and representatives, all of whom are intended third-party beneficiaries of this covenant.

(b) Defense Counsel. In order for Lessee to fulfill its duty to defend Lessor and PRCA, Lessee may select counsel reasonably acceptable to the indemnitees. Such counsel shall have been a practicing member of the applicable bar association and court for at least ten years, and shall have experience in real estate leasing and litigation. In the event joint representation between one or more indemnitees would cause an actual or potential conflict of interest that is not waived by all indemnitees, then Lessee shall provide each indemnitee with separate and independent counsel.

(c) Further agreement. Nothing herein precludes the indemnitor and indemnitees from entering into a further contract to liquidate the indemnity and defense obligation, allowing an indemnitee to hire counsel and seek reimbursement, or otherwise modifying this provision with respect to particular litigation or claims.

18. Litigation. Except as may be required by applicable Nevada law, any suit to enforce or interpret the Parking Lease Agreement, as amended, or otherwise arising from the Parking Lease Agreement, as amended, shall be brought and maintained in Washoe County, Nevada and in no other forum. In any litigation, the prevailing party shall be entitled to recover actual and reasonable attorney fees and costs.

#### ASSIGNED PARKING PROVISIONS

19. Lessee shall manage and control the parking on the fourth, fifth and sixth floors and provide assigned parking spaces therein to the residential owners or their tenants, and shall continue to do so until the parking permits for first car vehicles exceed one hundred thirty-eight (138) spaces, or unless said limit has been increased pursuant to paragraph 3(b).

20. Lessee shall monitor and tow any vehicles from the Assigned Parking areas as it determines is appropriate.

21. Motorcycles other than those registered as first car vehicles will be allowed to park in the same assigned space as a unit owner's or tenant's first car vehicle during Assigned Parking, subject to available space and approval of Lessee.



22. If Lessee is not exercising the option to lease additional spaces it may allow any unit owner or their tenant to park a second car vehicle, so long as there are less than one hundred thirty-eight (138) permits issued for first car vehicles. The term "second car vehicle" as used herein shall mean any vehicle of a unit owner or tenant other than the designated first car vehicle. Second car vehicle permits must be revoked by Lessee if Lessee receives requests for first car vehicle parking spaces currently occupied by second car vehicles. During any period when Lessee is exercising the option to lease additional spaces, Lessee shall not permit any unit owner or tenant to park more than one vehicle at the same time, and shall revoke any permits issued for second car vehicles, previously granted under this provision.

#### OPEN PARKING PROVISIONS

23. At such time as Lessee options in excess of fifteen (15) additional parking spaces on the third floor of the Plaza parking structure, Assigned Parking shall be suspended and all parking on the upper five floors shall change to Open Parking and Lessor agrees to make available to Lessee up to one hundred ninety-four (194) parking spaces upon request and as needed for first car vehicle use only by the unit owners or their tenants of the one hundred ninety-four (194) residential condominium units in Arlington Towers.

24. Whenever Open Parking is in effect, Lessor shall waive its exclusive right to the second and third floors and the Lessee shall waive its exclusive right to the fourth, fifth and sixth floors.

25. Open Parking shall be used by ATHOA members parking in those spaces available bottom up from the fourth floor through the sixth floor; and, if the fourth through the sixth floor are filled, then Open Parking shall be available on the third and/or second floors as needed up to a maximum of one hundred ninety-four (194) spaces.

26. Open Parking availability on the third and/or second floors shall be designated by a sign, provided by Lessor, installed on the first floor ramp and managed by Lessor indicating when third and/or second floor Open Parking is available.

27. During Open Parking, Lessor may give notice by personal delivery or first class mail to Lessee that an ATHOA registered vehicle is in violation of these Open Parking rules. If notice is given by first class mail, then three (3) days shall be added to any time limitations provided herein. To the extent possible, Lessee shall correct the violation within three (3) business days after the notice, by any means, including by removing the vehicle from the premises. Any vehicle parked illegally in the Plaza parking structure that does not display an ATHOA parking permit may be towed by Lessor pursuant to Reno City ordinances. Lessor shall not knowingly tow vehicles registered to ATHOA members that are listed in ATHOA's parking records provided to Lessor.


28. Motorcycles other than those registered as first car vehicles will not be allowed to park in the Plaza parking structure during Open Parking, without exception.

29. At such time in the future as the first car vehicle permits have been reduced to one-hundred thirty-eight (138) spaces or less, Assigned Parking may be restored at Lessee's election, as more fully outlined in paragraph 3(c) above.

IN WITNESS WHEREOF, the parties hereto have executed this Court Approved Supplement on the date first above written.

LESSOR:  
PLAZA RESORT CLUB, INC., a Nevada  
corporation

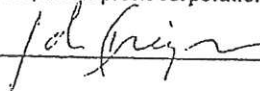
BY

  
VICE PRESIDENT

NOTARIES ON NEXT PAGE

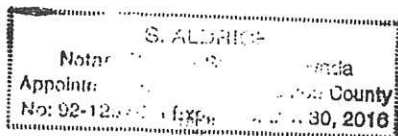
LESSEE:  
ARLINGTON TOWERS HOMEOWNERS  
ASSOCIATION, a non-profit corporation

BY

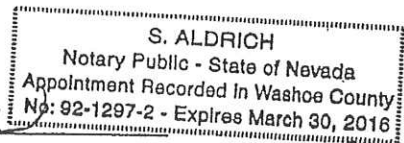


State of Nevada     )  
                              ) ss.  
County of Washoe    )

On this 14th day of JULY, 2013, JAMES H. BORDYCOTT  
personally appeared before me and acknowledged that he/she executed the foregoing  
Settlement Agreement on behalf of Lessor, Plaza Resort Club, Inc.



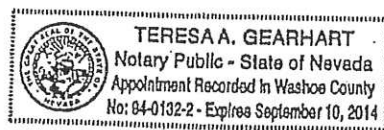
S. Aldrich  
Notary Public



State of Nevada     )  
                              ) ss.  
County of Washoe    )

On this 2nd day of May, 2013, John Kreiger  
personally appeared before me and acknowledged that he/she executed the foregoing  
Settlement Agreement on behalf of Lessee, Arlington Towers Homeowners Association.

Teresa A. Gearhart  
Notary Public



# EXHIBIT “A”

(TO COURT APPROVED SUPPLEMENT TO PARKING LEASE AGREEMENT)

## **Schedule A**

**Parking Spaces that will be made available on the Third Floor of the garage by PRC to meet the 15 parking space requirement of the Parking Lease Agreement, as amended January 1, 2013.**

Spaces will be assigned by PRC, as requested by ATHOA, pursuant to the terms of the Parking Lease Agreement, as amended, beginning with South Side Space 306 and then North Side space 341 and then alternate on either side as each subsequent space is assigned.

### **North Side – 7 Spaces**

1. 341
2. 340
3. 339
4. 338
5. 337
6. 336
7. 335

### **South Side – 8 Spaces**

1. 306
2. 307
3. 308
4. 309
5. 310
6. 311
7. 312
8. 313

# EXHIBIT “B”

(TO COURT APPROVED SUPPLEMENT TO PARKING LEASE AGREEMENT)

When recorded return to:

Plaza Resort Club, Inc.  
100 North Arlington Avenue, Suite 340  
Reno, Nevada 89501-4682

APN 011-041-11

**DOC # 4312441**

12/30/2013 10:39:29 AM

Requested By

PLAZA RESORT CLUB INC

Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$19.00 RPTT: \$0.00

Page 1 of 3



The undersigned hereby affirm that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

## **Memorandum of Parking Lease Agreement and Court-Approved Supplement**

**Parties:** Lessor: Plaza Resort Club, Inc. (successor to Robert J. Beaumont, the original lessor)

Lessee: Arlington Towers Homeowners Association (successor to Nu-West Development Corporation of Arizona, the original lessee)

**Term:** Fifty-five (55) years with an option to extend by twenty-five (25) years

**Date of lease and amendments** This Memorandum gives notice of a further supplement to a Parking Lease Agreement, as follows:

Original lease:	January 25, 1980
First Supplement:	January 25, 1980
Second Supplement:	March 1, 1988 which no longer has any force or effect
Court -approved Supplement:	January 1, 2013

**Legal Description:** Parking spaces within a parking garage within a structure commonly known as Plaza Resort Club, APN 011-041-11 and more particularly described as:



Lots 3 and 4 in Block T of ORIGINAL TOWN, NOW CITY OF RENO, according to the map thereof filed in the office of the Washoe County Recorder on June 27, 1871.

**Related Documents:**

Declaration of Covenants, Conditions and Restrictions for Arlington Towers dated September 26, 1980 by Nu-West Development Corporation of Arizona was recorded on September 26, 1980 as Document 696697, in book 1550, page 0138 of the Official Records of the Washoe County Recorder ("CCRs"). In section 4(d), the CCRs refer to the Parking Lease Agreement.

January 25, 1980 Parking Lease Agreement, a memorandum of which was recorded on July 31, 1980 as Document 685512 in book 1528, page 163, Official Records of the Washoe County Recorder.

January 25, 1980 First Supplement to Parking Lease Agreement, a memorandum of which was recorded on September 22, 1980 as Document No. 695690 in book 1548, page 60, and re-recorded October 17, 1980 as Document No. 701020 in book 1558, page 767, Official Records of Washoe County Recorder.

March 1, 1988 Second Supplement to Parking Lease Agreement, a memorandum of which was recorded on March 8, 1991 as Document 1464606 in book 3223, page 0956, Official Records of the Washoe County Recorder and which no longer has any force and effect.

**Other Notes:**

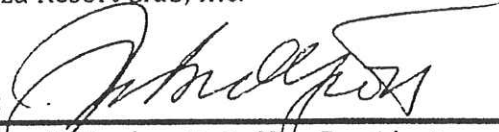
The Arlington Towers Homeowners Association has amended its rules and regulations to make them consistent with the Court-approved Supplement to Parking Lease Agreement.

**Effective Date:**

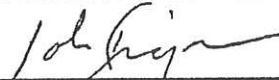
January 1, 2013.

**Signatures on next page**

Lessor:  
Plaza Resort Club, Inc.

By:   
James H. Bordycott, its Vice President

Lessee:  
Arlington Towers Homeowners Association


By:   
John Kreiger, Its President

State of Nevada )

) ss

County of Washoe )

On this 24<sup>th</sup> day of December, 2013, before me, a Notary Public, personally appeared James H. Bordycott, vice president of Plaza Resort Club, Inc., who acknowledged to me that he executed the within document for uses and purposes mentioned therein.

  
Notary Public

State of Nevada )

) ss

County of Washoe )

S. ALDRICH  
Notary Public - State of Nevada  
Appointment Recorded In Washoe County  
No: 92-1297-2 - Expires March 30, 2018

On this 27<sup>th</sup> day of December, 2013, before me, a Notary Public, personally appeared JOHN KREIGER, president of Arlington Towers Homeowners Association, who acknowledged to me that he executed the within document for uses and purposes mentioned therein.

  
Notary Public

S. ALDRICH  
Notary Public - State of Nevada  
Appointment Recorded In Washoe County  
No: 92-1297-2 - Expires March 30, 2018

# EXHIBIT “B”

(TO SETTLEMENT AGREEMENT)

Document Code: 3980

**HOY & HOY, P.C.**

Michael D. Hoy (NV Bar 2723)  
4741 Caughlin Parkway, Suite Four  
Reno, Nevada 89519  
775.7868000 (voice)  
775.786.7426 (fax)

Attorneys for: Plaza Resort Club, Inc. and  
Plaza Resort Club Association

**In the Second Judicial District Court of the State of Nevada  
In and for the County of Washoe**

ARLINGTON TOWERS HOMEOWNERS  
ASSOCIATION,

Plaintiff,

vs.

ALLAN L. HASH; PLAZA RESORT CLUB, INC.;  
PLAZA RESORT CLUB ASSOCIATION; and Does  
1-10, inclusive,

Defendants.

AND RELATED ACTIONS.

Case No. CV08-03473

Dept. No. 3

**Stipulation and Order**

Through Counsel, the parties stipulate as follows:

1. Pending settlement. On October 23, 2012, all parties participated in a judicial settlement conference, and entered into a settlement. The essential terms of the settlement were stated on the record. The settlement is subject to final documentation, a vote of the board of directors of Arlington Towers Homeowners Association ("ATHOA"), notice to ATHOA members, a hearing to receive objections from ATHOA members, and judicial approval of the settlement and entry of a decree that the settlement will be binding on ATHOA members and their successors in interest.

2. Stay of discovery. A consideration for entering into the tentative settlement is the parties' agreement that they would not incur more litigation expense pending judicial review of the settlement. Therefore, the parties agree that discovery and discovery disputes should be stayed pending that judicial review.

3. Continuance of pending motions. On October 10, 2012, the Court previously continued consideration of submitted, dispositive motions pending the settlement conference. (Transaction #3274904). The parties agree that the motions should be withdrawn pending judicial review of the settlement. After entry of an order disapproving the settlement, the moving parties may file new requests to submit the motions.

4. Stay on further motions. The parties agree that they will not file any additional motions until after entry of any order approving or disapproving the settlement. Notwithstanding the foregoing, the parties reserve the right to file motions to compel performance of the settlement, to interpret the settlement, or for relief that otherwise arises from the settlement.

5. Continuance of trial setting. Trial is currently set to commence February 4, 2013. The parties agree that the trial should be continued pending judicial review of the settlement. Pursuant to WDCR 13(1), undersigned counsel certify that they have advised their respective clients that they are seeking this continuance. After entry of an order disapproving the settlement, any party may give notice to appear to re-set the case for trial. The parties have not waived the five-year rule in NRCP 41(e).

6. Hash does not object. At the direction of the Settlement Judge, undersigned counsel are authorized to represent that, although defendant Allan Hash has refused to sign this stipulation, Mr. Hash does not object to continuance of the trial, continuance of pending motions, the stay of discovery, or a stay on further motions.

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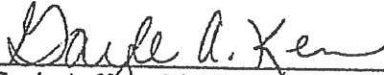
Dated December \_\_, 2012.

ROBISON BELAUSTEGUI SHARP & LOW  
71 Washington Street  
Reno, Nevada 89503  
(775) 329-3151

Michael E. Sullivan (NV Bar 5142)  
Attorneys for Arlington Towers Homeowners  
Association

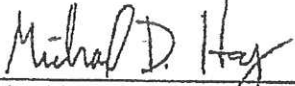
Dated December 21, 2012.

KERN & ASSOCIATES, LTD.  
5421 Kietzke Lane, Suite 200  
Reno, Nevada 89511  
(775) 324-5930

  
Gayle A. Kern (NV Bar 1620)  
Attorneys for Arlington Towers Homeowners  
Association

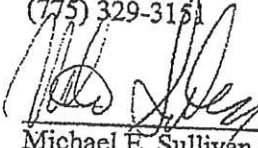
Dated December 21, 2012.

Hoy & Hoy, PC  
4741 Caughlin Parkway, Suite Four  
Reno, Nevada 89519  
(775) 786-8000

  
Michael D. Hoy (NV Bar 4743)  
Attorneys for Plaza Resort Club, Inc. and The  
Plaza Resort Club Association


Dated December 23, 2012.

ROBISON BELAUSTEGUI SHARP & LOW  
71 Washington Street  
Reno, Nevada 89503  
(775) 329-3151

  
Michael E. Sullivan (NV Bar 5142)  
Attorneys for Arlington Towers Homeowners Association

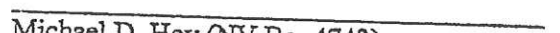
Dated December \_\_, 2012.

KERN & ASSOCIATES, LTD.  
5421 Kietzke Lane, Suite 200  
Reno, Nevada 89511  
(775) 324-5930

  
Gayle A. Kern (NV Bar 1620)  
Attorneys for Arlington Towers Homeowners Association

Dated December 20, 2012.

Hoy & Hoy, PC  
4741 Caughlin Parkway, Suite Four  
Reno, Nevada 89519  
(775) 786-8000


  
Michael D. Hoy (NV Bar 4743)  
Attorneys for Plaza Resort Club, Inc. and Plaza Resort Club Association

**Order**

Good cause appearing,

IT IS SO ORDERED.

Dated ~~December~~ January 23, 2013.

  
Hon. Jerry Polaha,  
District Judge



## **ADDENDUM B**

### **ADOPTED COLLECTION POLICY**

**ARLINGTON TOWERS HOMEOWNERS ASSOCIATION  
COLLECTION POLICY AND FINE POLICY**

Adopted Sept. 22, 2015

RECITALS

1. Timely payment of regular, reserve, individual and special assessments is of critical importance to the Association.
2. The failure of any owner to pay assessments when due creates a cash-flow problem for the Association and causes those owners who make timely payment of their assessments to bear a disproportionate share of the Association's financial obligations.
3. Owners who have violated the governing documents should pay fines pursuant to the Association's Declaration of Covenants, Conditions and Restrictions, its By-Laws and Nevada Revised Statutes 116, Sections 116.3115 through 116.3118 inclusive and 116.3118.
4. Upon its effective date, this Policy replaces all previously adopted collection and fine policies and procedures.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of Arlington Towers Homeowners Association adopts the following Collection Policy and Fine Policy ("Policy") as of Sept. 22, 2015. The policies and procedures set forth herein and the charges set forth on the Schedule of Collection Fees and Costs attached shall become effective thirty (30) days after the date this Policy is first mailed to the Members. It shall remain in effect unless it is modified.

The Board establishes the Association's fiscal year, January 1 through December 31, as the Regular Assessment period. Monthly payments of regular assessments are due on the first day of each month.

1. **Assessment due dates.** The regular or annual assessment is due and payable in twelve (12) equal installments on the first day of each month. Special, reserve or individual assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the assessment. Assessments shall be delinquent if not paid within ten (10) days after they become due.

The Association will give the owners notice of the annual assessment each year. Notice will be sent by first-class mail to addresses on the membership register as of the date of notice or by electronic mail if written instruction has been given by the owner. It is the responsibility of each owner to advise the Association of any address changes in writing. The Board of Directors may elect to provide additional periodic statements of account, but lack of such statements does not relieve the owners of the obligation to pay assessments. If payment is not received when due, the assessment includes any late charges, interest, collection fees, collection costs, attorney's fees and costs.

2. **Late Charges and Interest.** When an installment payment of any assessment becomes delinquent, the owner's account shall be assessed a late charge of \$25.00, and such charge(s) shall be part of the assessment and lien. If an assessment payment becomes delinquent, interest may be assessed on the delinquent assessment at the legal rate allowed, such interest to be part of the assessment and the lien.

3. **Dishonored Checks.** At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, an administrative charge of \$20.00 shall be imposed. The owner shall be responsible for any other charges imposed by the bank or financial institution. The Board may immediately proceed with the collection process if the amount of the dishonored check is not paid within 10 days after notice of dishonored check is sent to the owner. The Association may also seek damages in accordance with the Nevada Revised Statutes.

4. **Dispute of Charges.** If the owner questions the accuracy of the calculation of an account or the amount charged to the account, a written objection to the specific charges must be made (received) to the Board within 30 days of the date notice of the charge or balance is sent. A telephone call will not reserve any rights. The disputed amount may remain unpaid during the investigation, but the undisputed portion of the account must be paid before the delinquency date in order to avoid collection charges. No action will be taken to collect the disputed amounts until completion of the investigation and the decision is provided to the owner. The owner must provide the following information in writing regarding any dispute.

The owner's name, mailing address, and account number.

The exact dollar amount in dispute or in error.


For each charge or payment in dispute, an explanation of the reasons the owner believes there is an error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated. If an owner does not know how the error was made, that statement may be made.


Copies of checks (both front and back), letters and other documents referred to or claimed must accompany the written objection.

5. **Delinquency Notice.** Sixty (60) days after an assessment, or any portion thereof, becomes past due, the Association shall mail a delinquency notice stating all amounts past due as of the date of the notice. The notice shall enclose: (1) a copy of this Collection Policy which shall constitute notice of the fees that may be assessed if the delinquency is not paid; (2) a proposed repayment plan that the owner may pay the delinquency in equal monthly payments that will bring the account paid in full within six months, plus any current assessments made; and (3) notice that the owner may request a hearing with the Board to contest the past due obligation. If no hearing is requested and no repayment plan executed and commenced within thirty (30) days of the date of this notice, the account may be referred to legal counsel or a collection agent for collections.
6. **Collection Costs Are Recoverable and Are Part of the Assessment and Lien.** The Association is entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to, the following: (i) reasonable charges imposed to defray the cost of preparing and mailing demand letters or notices; (ii) legal expenses incurred; (iii) costs of collection; (iv) recording costs; (v) costs incurred with title companies or foreclosure service providers; (vi) management company fees; and (vii) any other costs of collection identified in NRS 116.310313. All such costs shall be part of the assessment and lien. Examples of such costs that may be incurred are set forth on the Schedule of Collection Costs attached hereto. Collection costs are recoverable as part of the super-priority lien as provided in NRS 116.3116.
7. **Notice of Delinquent Assessment and Claim of Lien.** The Association has a lien for any unpaid assessment, abatement assessments, late fee, fine, construction penalty, collection fee, collection cost, attorney's fee or cost that is imposed against a homeowner. The recording of the CC&Rs constitutes record notice and perfection of the Association's lien that shall include any and all sums due including but not limited to any unpaid assessment, abatement assessments, late fee, fine, construction penalty, collection fee, attorney's fee or cost. No further recordation of any claim of lien is required. If payment for all sums that are then delinquent is not made, the Association, or its agent, may record a Notice of Delinquent Assessment and Claim of Lien. This step in the non-judicial foreclosure process shall not be commenced before the expiration of your (4) months from the date of unpaid assessment unless action must be taken sooner to protect the Association.
8. **Non-Judicial or Judicial Foreclosure.** If the account remains delinquent, any action may be taken to proceed with or complete a non-judicial or judicial foreclosure as provided by Nevada law. A lien for unpaid assessments is extinguished unless a notice of default and election to sell is recorded as required by NRS 116.31162(1)(b) or judicial proceedings are instituted within three years after the assessment became due.
9. **Application of Payments and Partial Payments.** Payments shall be applied to the oldest balance owing unless otherwise specified in writing by the owner. Payments for assessments may not be applied to fines unless authorized by the owner. Partial payments will be accepted and applied. However, absent a written and approved payment plan, there is no obligation to stop any collection or foreclosure if a partial payment is tendered.
10. **Payment of Fines for Non-Compliance.** Owners shall be responsible to pay all fines, as the same may be levied from time to time by the Board, pursuant to the powers of the Board granted in the governing documents and subject to the provisions of NRS Chapter 116. Fines may vary depending upon the infraction and fines shall be determined on the basis of the severity of the violation. The owner shall be provided with notice of the fine to be imposed prior to any hearing or the levying of any fine. If owner fails to pay a fine, the Association may record a notice of violation and claim of lien against the owner's property and the Association has the right to charge any amount allowed by law to collect unpaid fines from the owner. There is no cumulative limit to the amount of a continuing violation fine. The Association does not have the right to foreclose on a lien for fines, unless such fines were for a health, safety, or welfare violation or for a construction penalty. The Association may avail itself of other remedies allowed by law to collect the assessment made for a fine. This includes but is not limited to commencement of an action pursuant to Chapter 38 of the Nevada Revised Statutes.
11. **Bad Debt.** The Board must approve the write-off of bad debt.
12. **Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect any past due obligation and related costs and charges, including but not

limited to bringing an action under Chapter 38, in Small Claims, Municipal or District Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy as allowed by law.

13. **Void Provisions.** If any provision of this Policy is determined to be null and void, all other provisions of this Policy shall remain in full force and effect.

By:   
\_\_\_\_\_, President

Attested by:   
\_\_\_\_\_, Secretary

**SCHEDULE OF COLLECTION RELATED FEES AND COSTS**

a)	Demand Letter	\$150.00
b)	Notice of Delinquent Assessment and Claim of Lien	\$325.00
c)	Notice of Intent to take next action (follow up letter)	\$90.00
d)	Notice of Default	\$400.00
e)	Intent to Notice Sale Letter	\$90.00
f)	Notice of Sale	\$275.00
g)	Intent to Conduct Foreclosure Sale	\$25.00
h)	Conduct Foreclosure Sale	\$125.00
i)	Prepare and Record Transfer Deed	\$125.00
j)	Payment Plan Agreement	\$30.00
k)	Payment Plan Breach Letter	\$25.00
l)	Release of Notice of Delinquent Assessment and Claim of Lien	\$30.00
m)	Notice of Rescission Fee	\$30.00
n)	Bankruptcy Package Preparation and Monitoring	\$100.00
o)	Mailing Fee Per Piece	\$2.00
p)	NSF Fee	\$20.00
q)	Escrow Payoff Demand Fee	\$150.00
r)	Substitution of Agent Document Fee	\$25.00
s)	Sale Postponement Fee	\$75.00
t)	Foreclosure Fee	\$150.00
u)	Reasonable Management Company Fees	\$200.00
v)	Reasonable attorney's fees and actual costs	hourly rate

By way of example only: advice to client, bankruptcy pleadings (Proof of Claim, Notice of Perfection of Claim of Lien, Objection to Plan, Motion for Relief of Stay), forbearance agreements, evaluations of accounts, evictions, etc.

w) Additional costs include, but are not limited to, the cost of a trustee's sale guarantee, recording costs, posting and publishing costs, sale costs, mailing costs, express delivery costs skip trace fees, Pacer searches, court filing fees, etc. which may be charged at the actual cost incurred.