

Country Club Centre Homeowners Association  
Rules and Regulations  
Revised 11/11/10

1. **Pets:** (Revised 11/11/10)

- Owners are allowed to have pets.
- Long Term tenants (six months or longer) will be allowed to have pets as long as the owner has provided written authorization to the Association and the tenant agrees to abide by the Rules and Regulations of keeping the pet (dog) on a leash when outside and picking up after their pet (dog) (Revised 11/11/10)
- Guests of owners and tenants cannot bring pets onto the property.
- Pets are to be leashed at all times while outside in the common area.
- Owners are responsible for immediate clean up of pet waste.
- Dogs may be kept on decks as long as the quiet enjoyment of neighbors is preserved.
- Pet litter on decks will not be tolerated.
- The Board may deny the privilege of having a pet to any owner who violates these rules more than two times in a six month time frame.

2. **Vehicles:**

- Vehicles (cars and trucks less than ¾ ton limit) may park on site with a properly displayed parking pass.
- Motorcycles currently registered for street use may park on site with a properly displayed parking pass.
- Country Club Centre has provided all owners with parking stickers for use by themselves, tenants and commercial tenants. These passes must be in vehicles parked overnight on the property. Vehicles without parking stickers will be subject to booting or towing, at the owner's expense.
- Boats who have registered and paid annual fees may park in the designated boat parking area.. Seasonal boat permits can be purchased by homeowners on a first come, first serve basis. The season runs from Memorial Day weekend to October 15th. The homeowner will be required to sign a waiver that the Association is not responsible for any loss, damage, or theft of the boat stored. Parking will be on a first come first serve basis with owners having first priority. After June 30<sup>th</sup>, the space is open to tenants.
- Campers, snowmobiles, dirt bikes, trailers, recreational vehicles, jet skis, commercial vehicles larger than 3/4 ton, inoperable or unregistered vehicles may be parked on property.
- All automobiles that leak fluids must be repaired immediately. The owner of the unit to which the offending vehicle belongs shall be held responsible for the cost of all cleanup and asphalt repairs made necessary by the leakage.
- No vehicle repairs shall be permitted in the common area.
- No camping or living in recreational vehicles will be permitted.
- No vehicle may park in one spot for more than seven days (April 16<sup>th</sup> - October 14<sup>th</sup>), unless the Board provides written permission to the vehicle owner prior to the parking/storage. Vehicles considered as wrongfully stored for failure to obtain permission may be towed at the owner's expense without prior notice.

3. **Speed Limit:** The speed limit for all vehicles within the boundaries of the Association is five (5) miles per hour.

4. **Parking:**

- Primary parking areas are for business customers only.
- In the primary parking area, during business hours from 9:00 a.m. to 5:00 p.m., there is a two hour parking limit in selected areas where two hour parking signs are posted.
- Parking on access roads is prohibited, except where signage directs other possibilities. Automobiles in violation will be towed away at owner's expense without prior notice.
- All parking regulations posted at the private streets, parking areas and drives, and any other traffic regulations promulgated and posted in the future must be observed as a part of these Rules and Regulations.
- During periods of snow removal (between October 15<sup>th</sup> and April 15<sup>th</sup>) **NO** vehicle shall be left in the same parking space for more than forty-eight (48) hours. During the snow removal period no overnight parking of vehicles will be permitted along the fire access lane between CCC and Village at Incline. Parking violations shall not require notice prior to towing.

5. **Decks and Exteriors:**

- Residential decks are defined in the CC&R as limited common elements for the exclusive use of the owners or tenants of the unit and must be maintained by them. All decks and other exterior areas shall be kept in a clean and orderly fashion.
- Laundry may not be hung outside at any time.
- When not in use, all personal items with the exception of patio furniture, gas or electric barbecues and firewood must be kept within the unit so as not to be exposed to the view of occupants of other units. Charcoal barbecues may not be used on decks. (Revised 11/11/10)
- Nothing may hang from windows, placed on window sills, or hung or draped from the decks or railings.
- Owners are responsible for snow removal from the deck and upper entrances appurtenant to the unit and cannot exceed three (3) inches at any time or Association will remove at the owner's expense. Owners are required to use plastic shovels. (Revised 11/11/10)
- Decks can be hosed with water during non business hours. No decks can be hosed during the winter months, when freezing temperatures are expected. Firewood must be stored in a manner approved by the Association. Nothing may be stored above the level of the deck railing.
- Decks are waterproofed with a Tufflex membrane applied to the deck surfaces. No one shall penetrate the membrane with nails or screws, no glue shall be placed on the membrane to hold down any covering, and a protective material such masonite shall be placed under any barbeque to avoid damage by hot embers. This is necessary in order avoid water penetration and to protect the warranties.

6. **Common Area Decks/Stairways/Landings:**

- Storage of personal items on the common area decks and entry ways to units at the upstairs units is prohibited.
- Maintenance has been instructed by the Board to remove items left in these areas and to bill the owners for their removal.

7. **Common Area:**

- Improvements, maintenance, landscaping and use of the Common Area are subject to Board approval. All proposed changes, additions, deletions to the exterior of the buildings or grounds must be approved in advance by the Board in writing. Owners must submit in writing an architectural or otherwise change to the Common Area which must include, without limitation, a description, blueprints, coloring, and type of material. Approval of any project by the Board does not waive the necessity of obtaining the required permits.

8. **Walkways:**

- Nothing shall be placed on the walkways.
- No bicycles, skateboards, roller skates, tricycles, wagons, or other unregistered vehicles may be used on walkways or driveways.
- No personal property of any kind shall be left on walkways or in the Common Area. Littering is prohibited. Children shall not be allowed to play in and around the common area.

9. **Signs:**

- No signs are permitted at any location without the written specific approval of the Board of Directors. The current Board policy with respect to commercial units is included as Attachment A to these R&Rs:
- Open House" signs may be permitted for a period not to exceed forty-eight (48) hours, with approval of the Board of Directors.

10. **Doors:**

- Owners are responsible for the cleanliness and maintenance of entry doors and windows.
- Any damage to doors or windows must be repaired by the owner.
- Damages not repaired by the owner after a reasonable amount of time will be repaired by the Association at the expense of the owner.

11. **Trash – (Revised 11/11/10)**

- Residential Units are responsible for ensuring trash is disposed of in the containers outside their unit. Bears are always a problem and care must be taken to ensure the enclosures are kept closed.
- Recyclable Containers – there are six (s) recyclable containers in the trash area. While blue bags may be used, the bags must be put in the containers or they will not be picked up. There is also a container for cardboard to be used in disposal of cardboard boxes. Boxes must be collapsed.

12. **Residential Operations: - (Revised 11/11/10)**

- Any change of residential tenant requires notification to the Board with the names and number of occupants.
- No multiple family residences are permitted.
- Fireplaces/Chimneys – owners are required to have their fireplaces/chimneys inspected at least once every two years and to provide verification of inspection to the association.
- Skylights - owners must submit a request in writing to the Board prior to installation. Owners that have installed skylights are responsible for their repair and maintenance, both the skylight and area around the skylight. Roof leaks attributed to skylights are the responsibility of the owner.
- Satellite Dishes – owners must submit a request in writing to the Board prior to installation. In most instances dishes should be installed on the owner's limited common area deck. If no signal can be received from this area, approval to have a dish on the roof may be granted as long as the dish is not attached to the roof and the dish and cable are identified as to the unit the service is provided. It is the owner's responsibility to remove the satellite dish if service is discontinued.
- During the winter, units must be inspected every seven days with proof of inspection provided to the Association. If inspections are not performed and there is damage to a unit, the owner will be responsible for the maintenance and repair.

13. **Commercial Tenants:**

- Prior to occupancy, the Board shall approve all commercial business operations.
- Owners of commercial units are responsible for the acts of their business customers or guests and must insure that their customers and employees conduct themselves in a manner that will not interfere with the quiet enjoyment of the occupants of other units. Business hours of operation shall meet all applicable zoning and ordinances.
- Any changes in the business use, the establishment of any new business, or the leasing of any commercial unit may take place only with prior approval from the Board.

14. **Commercial Operations:**

- All commercial units must be kept neat and clean where exposed to the public
- All laws concerning the conduct of business enterprises must be strictly obeyed.
- Vacant commercial units must be maintained to give the appearance of occupancy or have clean windows that are draped or covered by curtains, window coverings or shutters of a suitable nature.
- Commercial storage areas must be approved by the Board. The storage areas are the sole responsibility of owners including maintenance and upkeep.

15. **Commercial Deliveries:**

- Commercial tenants must remove deliveries from the common area as soon as possible after delivery or as soon as the business opens for the day. If not removed, Maintenance is authorized to ask the commercial tenant to move the items into their place of business or Maintenance will move the items.

16. **Commercial Trash/Recyclables** : (Revised 11/11/10)

- For health and safety, all commercial trash and recyclables must be properly disposed of in the dumpster and recycling area of the complex or removed from the property if the dumpsters and recycling bins are full. Trash and recyclables left on the common area of the complex will be removed by Maintenance and the commercial tenant will be billed for the cost to remove these items.

- Trash outside dumpsters or in the non-exclusive common area (landings and grounds) is prohibited. This is a safety issue subject to an immediate fine to be determined by the Board commensurate with the severity of the violation in accordance with the governing documents.
- Some commercial tenants are using the trashcans outside their businesses as dumpsters to empty their trash. Commercial tenants are required to take their trash to the dumpsters at the back of the complex. Tenants who continue to use the trashcans may be fined \$25 per incident.
- There are two (2) dumpsters for trash, one (1) for cardboard and six (6) recyclable containers in the trash area. Trash will not be picked up if left outside these containers. The use of blue bags for recycling is permitted but those bags must be put in the recyclable containers.

17. **Dues and Late Charges:** All dues are to be paid in advance and are due on the first of the month.

Violations:

- (a) A \$25.00 late charge and 5.25% annual interest is added for dues not received by the twenty-fifth (25th) of the month.
- (b) Owners will be notified by mail for each and every fine.
- (c) Article 6.11 of the CC&Rs - Collection of Assessments - The Board can enforce owner obligations by commencement and maintenance of a suit at law or in equity; or the Board may foreclose by non-judicial proceedings or through the exercise of the power of sale pursuant to the Declaration to enforce the lien rights created.
- (d) A legal action to recover a money judgment for unpaid assessments together with all amounts described in the CC&Rs is maintainable without foreclosing or waiving lien rights.
- (e) Article 6.13 of the CC&Rs - Creation of a Lien - The Association may prepare a written notice of delinquency setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the record owner of the Condominium, and a description of the Condominium.

18. **Delegation:** The Board may delegate its powers and duties with respect to the granting of consents, approval, or permissions under the rules to the Manager.

19. **Evictions:**

- The Association may evict a tenant for willful and continuous failure to abide by the rules and regulations of the Association after due notice to the owner and his tenants and in accordance with the laws of the State of Nevada.

20. **Attorney's Fees:** The owner shall be responsible for attorney's fees in any situation wherein the Board hires an attorney to enforce the CC&R or these Rules.

21. **Insurance Claims:** If any owner desires to make an insurance claim against the insurance obtained by the Association Board, he or she must first present a demand to the Board. The Board shall then pursue the claim with the insurance company. An owner or the owner's representative shall file no claim against such insurance.

These Condominium Rules and Regulations are adopted for the benefit of the Owners. They are intended to contribute to preserving the clean, attractive, natural environment and to assuring the peaceful enjoyment of the owners. They are intended to protect and enhance the value of the owner's property. They are not designed to unduly interfere, restrict, or burden the use of the property. Complaints should be directed to the property manager.

22. **Responsibility:** - Revised (11/11/10)

Owners are responsible and liable for all actions of their tenants and guests. Any expenses incurred by the Association, as a result of any action by the owner's tenants and guests will be billed directly to the owner. It is the owner's responsibility to provide a copy of these Rules and Regulations to their tenants and guests and insure that they agree to abide by same.

The Board has the power to impose reasonable fines, which shall constitute a lien upon the property, for violation of any duty imposed under the Declaration of Covenants, Conditions and Restrictions, the Bylaws and any Rules or Regulation adopted by the Board or the members. The failure of the Board to enforce any of those duties shall not be deemed a waiver of the stated powers of the Board to do so thereafter.

23. **Fines:** (In accordance with NRS 116.31031) – (Revised 11/11/10)

1. Except as otherwise provided in this section, if a unit's owner or a tenant or an invitee of a unit's owner or a tenant violates any provision of the governing documents of an association, the executive board may, if the governing documents so provide:

(a) Prohibit, for a reasonable time, the unit's owner or the tenant or the invitee of the unit's owner or the tenant from:

(1) Voting on matters related to the common-interest community.

(2) Using the common elements. The provisions of this subparagraph do not prohibit the unit's owner or the tenant or the invitee of the unit's owner or the tenant from using any vehicular or pedestrian ingress or egress to go to or from the unit, including any area used for parking.

(b) Impose a fine against the unit's owner or the tenant or the invitee of the unit's owner or the tenant for each violation, except that:

(1) A fine may not be imposed for a violation that is the subject of a construction penalty pursuant to NRS 116.310305; and

(2) A fine may not be imposed against a unit's owner or a tenant or invitee of a unit's owner or a tenant for a violation of the governing documents which involves a vehicle and which is committed by a person who is delivering goods to, or performing services for, the unit's owner or tenant or invitee of the unit's owner or the tenant.

If the violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents. If the violation does not pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community, the amount of the fine must be commensurate with the severity of the violation and must be determined by the executive board in accordance with the governing documents, but the amount of the fine must not exceed \$100 for each violation or a total amount of \$1,000, whichever is less. The limitations on the amount of the fine do not apply to any charges or costs that may be collected by the association pursuant to this section if the fine becomes past due.

2. The executive board may not impose a fine pursuant to subsection 1 against a unit's owner for a violation of any provision of the governing documents of an association committed by an invitee of the unit's owner or the tenant unless the unit's owner:

(a) Participated in or authorized the violation;

(b) Had prior notice of the violation; or

(c) Had an opportunity to stop the violation and failed to do so.

3. The executive board may not impose a fine pursuant to subsection 1 unless:

(a) Not less than 30 days before the violation, the unit's owner and, if different, the person against whom the fine will be imposed had been provided with written notice of the applicable provisions of the governing documents that form the basis of the violation; and

(b) Within a reasonable time after the discovery of the violation, the unit's owner and, if different, the person against whom the fine will be imposed has been provided with:

- (1) Written notice specifying the details of the violation, the amount of the fine, and the date, time and location for a hearing on the violation; and
- (2) A reasonable opportunity to contest the violation at the hearing.

For the purposes of this subsection, a unit's owner shall not be deemed to have received written notice unless written notice is mailed to the address of the unit and, if different, to a mailing address specified by the unit's owner.

4. The executive board must schedule the date, time and location for the hearing on the violation so that the unit's owner and, if different, the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing.
5. The executive board must hold a hearing before it may impose the fine, unless the fine is paid before the hearing or unless the unit's owner and, if different, the person against whom the fine will be imposed:
  - (a) Executes a written waiver of the right to the hearing; or
  - (b) Fails to appear at the hearing after being provided with proper notice of the hearing.
6. If a fine is imposed pursuant to subsection 1 and the violation is not cured within 14 days, or within any longer period that may be established by the executive board, the violation shall be deemed a continuing violation. Thereafter, the executive board may impose an additional fine for the violation for each 7-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.
7. If the governing documents so provide, the executive board may appoint a committee, with not less than three members, to conduct hearings on violations and to impose fines pursuant to this section. While acting on behalf of the executive board for those limited purposes, the committee and its members are entitled to all privileges and immunities and are subject to all duties and requirements of the executive board and its members.
8. A member of the executive board shall not participate in any hearing or cast any vote relating to a fine imposed pursuant to subsection 1 if the member has not paid all assessments which are due to the association by the member. If a member of the executive board:
  - (a) Participates in a hearing in violation of this subsection, any action taken at the hearing is void.
  - (b) Casts a vote in violation of this subsection, the vote is void.
9. The provisions of this section establish the minimum procedural requirements that the executive board must follow before it may impose a fine. The provisions of this section do not preempt any provisions of the governing documents that provide greater procedural protections.
10. Any past due fine must not bear interest, but may include any costs incurred by the association during a civil action to enforce the payment of the past due fine.
11. If requested by a person upon whom a fine was imposed, not later than 60 days after receiving any payment of a fine, an association shall provide to the person upon whom the fine was imposed a statement of the remaining balance owed.

#### **A. ADDITIONAL ENFORCEMENT RIGHTS**

Notwithstanding any other provisions to the contrary, the Association may elect to enforce any provisions of the Declaration, By-Laws or any Rule or Regulation by self-help (specifically including, without limitation, the towing of any vehicles that are in violation of parking regulations) or by suit in law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedures set forth above.

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Attachment A

**SIGN AND EXTERIOR AMENITIES CRITERIA**

(Prepared May 5, 2008, Board approved June 2, 2008) (Revised 11/11/10)

The Tourist/Commercial section of the TRPA Regulations governs Country Club Centre. The purposes of this criteria is to keep Country Club Centre in accord with TRPA, enable commercial venues access to the public through signage and an attractive exterior presence, establish a pleasant living environment for residents and maintain a quality image as a valued property in Incline Village. Country Club Centre Homeowners Association has established the following rules:

1. The lower level commercial space of each unit will be allowed to attach an identifying sign on the building. The sign is to be placed above the entrance to the commercial space on the beam which constitutes the support for the upper level balconies. No signs may be located on balcony railings. The size of the sign can not exceed 2' X 5'. The sign cannot be internally illuminated. Materials used may include wood or weather resistant materials. Graphics can include trade name and logos. Graphics cannot include merchandising message. Graphics cannot be offensive to the general public. Sign must be professionally made. Units with multiple sides may have additional signs where permitted by TRPA rules. Additional signs must conform to criteria.
2. Each commercial space can use a pedestrian oriented sign. The choices include: A Projecting Sign hung at right angle to building not to exceed 5 square feet and not to be internally illuminated or a Free Standing Product Promotional Sign placed at entrance. Placement of free standing sign may not impede pedestrian movement. All signs are to be professionally made. Materials used may be wood or weather resistant materials.
3. Country Club Centre Directory Signs provide signage identification for participants to auto traffic on Country Club Drive. There are also directory signs throughout the complex for pedestrians and at the kiosk by Unit 24. Individual roadside signs or sandwich boards are not allowed by TRPA or the HOA.
4. All signage plans must be submitted to the Board of Directors for approval. Board of Directors may approve exceptions. Previously approved signage is considered "legal but not conforming." All expenses are to be borne by owners or their tenants.

A plan for exterior amenities such as patio furnishings and lighting is to be submitted for approval to the Board of Directors. Submission is to include definition of the theme of each patio concept, how it is applicable to merchant business, how it is consistent with Country Club Centre design, a physical layout and description of the amenities. All furnishings are to be of exterior grade and to be of matching design for each patio concept. All furnishings are to be clean and in good repair. Portable amenities such as umbrellas and table coverings are to be of matching design and are to be in place only during business hours for patio. When not in use, portable amenities are to be removed from the property (November 15 through April 15). Lighting and music are to function during patio business hours only.