

**THE POINTE HOMEOWNERS' ASSOCIATION**  
**P.O. Box 3443, Incline Village, Nevada 89450**

**RULES AND REGULATIONS THE POINTE HOMEOWNERS ASSOCIATION**  
(Adopted November 30, 1998, Amended October 17, 2012)

Please note, the owner shall, at all times, be responsible for any and all activities of his tenants and guests.

**1. GENERAL:** Each owner shall keep the common area around their unit in a clean, attractive and unobstructed condition. Outside drying of clothes, towels, bedding, rugs, etc., is strictly prohibited. Each owner shall be responsible for snow removal from the deck of his or her unit. No satellite dishes, antennas, wiring, etc. shall be installed on the exterior of any building without prior written approval of the Board of Directors. No part of the property is allowed for use in any way for commercial or non-residential use. Board approval is required for any modification to a unit. (Please refer to Remodeling Policy.)

**2. RENTAL UNITS:** Please refer to Rental Policies and Procedures, Addendum B.

**3. PARKING:** Unless otherwise permitted by the Board, no vehicles shall be parked or left within the property other than within a parking stall or garage, and shall not extend into the roadway. Parking spaces on the inside of the circle are reserved for temporary parking by owners and their guests. No boats, trailers, recreational vehicles or commercial vehicles shall be parked or left within the property. All parking shall be restricted to paved areas. Vehicles may not be repaired on the property. Vehicles shall not be washed inside the garage. Vehicles may not be parked on common area for more than 3 consecutive days without being moved. Unlicensed vehicles will be considered abandoned and towed at the owner's expense. Owners who rent should provide their renters access to their parking spaces. Parking is allowed in marked spaces only, with no more than one car per space.

**4. STORAGE:** No storage of any kind is permitted in the fire escapes, quad entries or anywhere in the common area, including the parking areas in the garage. Anything left over three months in garage parking area (with the exception of bikes in racks and cars in designated parking spaces) is considered "stored". Storage is allowed inside individual unit storage cages, but not outside the cage or on top of the cage.

**5. TRASH DISPOSAL:** Trash, garbage, or other waste shall be put in the trash bin in the center of the Third Creek common area disposal, facing the building. Tied up trash bags shall be used where possible. Please break down boxes and take any items too large to fit in a trash bag directly to the dump. Construction debris is not permitted in the trash bin.

**6. SIGNS:** No signs of any kind shall be displayed to the public view on or from any unit or within the common area without approval of the Board, the exception being one sign not to exceed 18 by 24 inches, advertising a unit for sale.

**7. SALE OR RENTAL OF UNITS:** Real estate and rental agents, as well as owners, are required to abide the "Keep Gate Closed" rule. Fines may be assessed if the front gate(s) are left open or unlocked.

**8. ANIMALS:** Owners are allowed to have domestic pets in their units. Renters may not have pets. When in the common area pets must be on a leash and picked up after. Pet owners will be monetarily held responsible for any damage caused by their pet to Association property or the property of another homeowner. Pets shall not be left unattended.

**9. HAZARDS AND NUISANCES:** No rubbish or debris of any kind shall be placed or permitted to accumulate on the property. Nothing shall be done on or within the property that may be or become an annoyance or nuisance to the other residents or that interferes with the quiet enjoyment of occupants. Open flames on the decks of units 1-24 are considered both a nuisance and a safety hazard. The only open flames permitted on those decks are those from a gas barbeque grill or other gas appliance, or from an Incidental Flame. An Incidental Flame is restricted to such items as a match, spark lighter, butane lighter, personal smoking materials and/or a reasonable amount of candles for ambient light.

**10. SPA:** Spa hours are from 9:00 am to 9:00 pm. Pursuant to state law, and for their protection, children under the age of 12 are prohibited from using the spa unless accompanied by an adult. The spa will be open from Memorial Day weekend through September 30th. Please be considerate of your neighbors regarding noise in the area. Glass containers and food are prohibited in the spa area.

**11. SNOW REMOVAL:** Snow removal of the common area is provided when snow reaches a depth of 3 inches. If your vehicle is parked outside, please move it during storms so the plow can clear the area. The snow removal contractor and the Association will not be responsible for damages to vehicles left buried in the snow.

**12. JACUZZI HOURS:** Master bath Jacuzzis should not be used after 10:00 pm due to noise.

**13. FRONT ENTRY GATE:** The entry gate should be closed and locked at all times (unless under repair).

**14. MAINTENANCE:** Except for emergency maintenance, construction or maintenance shall be performed only during the hours of 8:00 am to 6:00 pm, Monday through Saturday. No work shall be allowed on Sundays and public holidays. Residents moving in need to adhere to this rule. During the annual routine backflow inspections a mandatory inspection will be made of Owner's plumbing (water heaters or other water conduits) that as they age may cause damage to adjacent units. The cost will be charged back to the Owner the same as with the backflow.

**15. ARCHITECTURAL RULES:** Changes, remodels and or renovations to a Pointe unit may require pre-approval. Please see *Policy Resolution Regarding Unit Remodeling or Renovation At The Pointe*, Addendum C to these rules.

**16. INSURANCE:** Each owner is required to submit to the Association proof of condominium insurance, to include insurance company name, agent name, policy number, renewal date and policy limits. In the event of a claim, the following insurance claim procedure will be followed in order to expedite the compensation for the damaged homeowner and for future problems.

Insurance claim procedure:

- a. When such an occurrence of intrusion from an adjacent unit happens (water, etc.) the damaged unit owner should call the offending unit owner first. If that unit owner is not available, call our Management Company to notify the offending unit owner and have the Company enter the unit to stop possible further damage and to make emergency repairs if necessary. All of the Company's time will be billed back to the offending unit owner.
- b. The damaged unit should obtain, if possible, more than one bid to repair the damage.
- c. The damaged unit owner should submit the bids to their insurance company along with the name, insurance company and policy number of the offending unit owner who is responsible.
- d. Proceed to correct the damage.
- e. The unit owner responsible should handle the problem promptly (within 30 days) and with due diligence to avoid further inconvenience to the damaged unit owner.

**17. ASSESSMENTS:** All payments of monthly assessments are due on the first of each month. Special Assessments are due as determined by the Board. A \$10.00 per day late charge will be assessed for assessment payments received after the 30th day from the due date. Liens will be placed on units 90 days in arrears, at the owner's expense. A charge of \$35.00 will be assessed for returned checks.

**18. FINES:** First violation of any provisions of the CC&R's, Bylaws, Rules & Regulations or any resolution of the Board, will result in a written warning. Second and subsequent violations will be assessed a \$75.00 fine, with the exception of rental violations (see Rental Policies, Addendum B). The Board reserves the right to establish fines and sanctions in excess of the \$75.00 fine. Owners have the right to appeal any such action by filing written notice of his intention to appeal with the Board within fifteen (15) days of receipt of the notice of violation. Rental violations excepted, see Rental Policies and Procedures. Fines will not be assessed until after the Board has heard an appeal or until the fifteen (15) day period has lapsed without an appeal. Violations affecting the health and safety of the Association will be evaluated on a case-by-case basis.

**19. DAMAGE TO COMMON PROPERTY:** The cost to repair damage done to the common property caused by owners, owner's tenants or guests of a unit will be assessed to that unit's owner.

**20, DECK PAVERS:** Pavers have been installed on the surfaces of the decks of units 9-24. While it is important that they are aesthetically pleasing, their primary purpose is the protection of the waterproof membrane installed below them. Most water will run off the pavers into the gutters. The water that runs off between the pavers will be captured below them by the membrane and also flow into the gutters. As such, the follow rules apply to the pavers:

- a. Do not apply any coating (protective, waterproofing or otherwise) to the pavers. They are to be left in their "natural" state. Only routine cleaning of the pavers is permitted. You may, if you wish, place coverings such as mats or throw rugs over the pavers, with prior

Board approval. Such items must be removed during the winter season to facilitate snow removal.

b. Do not attempt to move or replace any paver, whether damaged or for any other reason.

c. Movement could damage the underlying membrane and cause the deck to leak, which would be the responsibility of the unit owner.

d. If repair or replacement of a paver is needed, contact the Board with a request to have the work done. The Board and the Management Company will arrange, at owners expense, to have a qualified contractor replace damaged pavers if, in the Board's judgment, the damage needs to be repaired.

#### PAVER REPLACEMENT

a. Owners should report damaged or stained pavers which are in need of replacement to The Pointe's property manager on a timely basis.

b. No owner is to permit a paver to be moved, repositioned, repaired or replaced other than by the process described below. The integrity of the waterproof membrane below the pavers is at risk and will be the liability of the unit owner if damage occurs from moved pavers.

c. All repairs and replacements will be at the owner's expense, will be handled by the property manager using a qualified vendor and will be back billed to the unit owner.

d. Repairs or replacement regarding safety or integrity of the waterproof membrane will be handled on a case-by-case in an expedited manner.

e. All other repairs or replacements will be handled once a year (probably in October).

f. Owners will be charged for the time and materials of a qualified vendor selected by and scheduled by the property manager. Replacement pavers from our current inventory will be billed at \$25.00 per paver as needed.

g. If multiple units are involved in an annual repair, the fixed cost of the vendor visit will be divided evenly among the effected units. Individual time and materials per deck will be back charged in addition to this pro rata fixed cost component.

h. If only one unit is involved in the annual replacement, that unit owner and the property manager may agree to postpone the replacement for another year to share the cost of a vendor visit among multiple units.

Please refer to the CC&R's, Bylaws, Assessment and Fine Collection Policy, and Rental Policies and Procedures for more complete information regarding the Association Policies.

*Rules & Regulations – ADDENDUM B*

**THE POINTE HOA**  
P.O. Box 3443  
Incline Village, NV 89451  
Phone (775) 831-3755 \* Fax (775) 831-3756  
Managed by CSMI

**THE POINTE HOMEOWNERS ASSOCIATION**  
**RENTAL POLICIES AND PROCEDURES**  
(Adopted September 25, 2000, Revised September 18, 2003)

Rental Policy Objectives

Consistent with our governing documents, Association management is responsible for maintaining The Pointe common areas in good repair, enhancing property values and adopting policies that will provide residents with harmonious living and superior quality of life. Rental policies and procedures are being adopted to further these objectives.

This requires renters' knowledge of all and adherence to The Pointe HOA's Rules and Regulations. This requires owners the same friendliness and mutual respect to renters that they show to their owner-neighbors. This requires mutual respect.

If the Rental Policies and Procedures are successfully implemented by all concerned, renters will be smoothly assimilated into life at The Pointe.

1. **MINIMUM LENGTH OF RENTAL PERIOD IS ONE MONTH.** If an Owner leases their Unit for a period of less time than thirty (30) days, the Owner shall be assessed an amount equal to the total amount of the consideration received by the Owner for such Lease. For example, if the Owner leases his or her Unit for a period of seven days for an amount of \$1000.00, then the Owner shall be assessed \$1000.00. Such assessment shall be due within ten days of the date of the lease. Any assessment levied under this section shall be deemed a special assessment and shall be enforced in accordance with article 4 of the CC&R's.
2. **ALL renters must register with the management company ten days prior to the rental period.** They must sign a "Certificate of Understanding" and be provided a complete copy of the Rules and Regulations including the Rental Policies and procedures. There will be a \$75.00 processing fee payable to the management company, accompanying the rental agreement and signed Certificate of Understanding. The Association shall receive in writing the names of all tenants and members of the tenant's families occupying the unit. This shall include the renter's vehicle information, telephone numbers, and the owner's rental agents.
3. **No pets of any kind are permitted.**
4. **Number of persons per rental unit will be restricted to: two (2) persons per bedroom (i.e. no more than six (6) persons may occupy a three-bedroom unit, no more than eight (8) persons in a four-bedroom floor plan).**
5. **Any violations of the Rules and Regulations by renters will result in warnings and fines to the renters on the same basis as if they were incurred by the owner of such unit being responsible for any such warnings and fines.**
6. **Renter's refusal or failure to pay fines will result in their being assessed to the unit's owner. It remains the Owner's responsibility to ensure that their tenants comply with all governing documents.**
7. **Until levied fines are paid, owners will not be allowed to re-rent their unit.**
8. **Repeated violations of the Rules and Regulations enable the Association to terminate the rental period.**
9. **Any rental period of a unit shall be made subject to the Covenants, Conditions and Restrictions, limitations and uses contained in the Association documents. The failure of any renter to comply with the terms of the Association documents shall constitute a default for the rental period. In the event of violation by any tenant of the terms and conditions of the Association documents, including, without limitation, the Declaration of the Covenants, Conditions & Restrictions, the Association has the right to evict such tenant, including, without limitation, the right to recover all costs and fees associated with such eviction from the tenant and/or the owner as provided in NRS 116.3116.**
10. **Any fines not paid after a three (3) month period will become a lien on the property.**

*Rules and Regulations – Addendum C*

The Pointe HOA  
**Policy Resolution**  
**UNIT REMODELING OR RENOVATION AT THE POINTE HOA**  
Created July 2000; Amended November 7, 2015

The purpose is to ensure the structural integrity of the buildings at The Pointe and to maximize comfort for the neighbors by minimizing noise.

Unit renovations, including replacement of any wall to wall carpeting with any other material, interior wall removal or construction of major reconstruction (such as kitchen or bathroom remodeling), outside decking changes that involve floor substrate penetration, railing changes or any nature or any covering, roofing, or ceiling changes will require a written application submitted a minimum of 30 days prior to initiation of such work unless waived by the Board of Directors. This application, in written letter form, shall be submitted to the Board of Directors for approval. The Board must give a written response to the applicant within 20 days of receipt of the application or notify the applicant of a specific date for response if longer than 20 days is anticipated.

Work that is permitted without any approval includes interior painting or wall covering, appliance replacement, repair or maintenance, interior decoration, and replacement of any flooring material with like materials.

Application must provide the following:

1. Scope of work to be done
2. Projected start and finish dates
3. General Contractor's name and the name of any sub-contractors, license numbers, Workman's compensation insurance certificate, and liability insurance information. The Pointe Homeowners Association must be named as an additional insured.
4. Any structural change will require a structural engineering report.
5. Specification of noise suppressant materials utilized when alterations are made.
6. A county building permit must be obtained as required.
7. Any further information requested by the Board.
8. A cleaning deposit of \$500.00 prior to work commencement, which is refundable by approval of Management


Note: If all information in items 3 and 4 are not available at time of application, they **MUST** be submitted **PRIOR** to start of work.

Work will be allowed only on Monday through Saturday from 8:00am-6:00pm. No work will be allowed evenings, public holidays or during the months of July and August.

The owner of the unit will assume all present and future liability for work performed in owner's unit, other units, and common unit elements as defined in the CC&R's.

The Board will inspect the unit upon completion of work to be sure that the changes made conform to the original approved request. A final letter confirming the inspection will be sent to the unit owner.

The Pointe Homeowners Association Board of Directors:

  
Signature, President

SEE THE FOLLOWING TWO PAGES ARE CERTIFICATION OF  
UNDERSTANDING FORMS FOR OWNER & RENTER TO SIGN AND RETURN.

THE POINTE HOMEOWNERS' ASSOCIATION  
P.O. Box 3443  
Incline Village, Nevada 89450

*Professionally Managed by:*

CSMI

P.O. Box 5595

Incline Village, NV 89450

Phone (775) 831-3755 Fax (775) 831-3756

**(Complete and Return)**

**Certification of Understanding  
Of Owner**

I HEREBY CERTIFY THAT I HAVE READ THE POINTE HOA RULES AND REGULATIONS INCLUDING ADDENDUM B, RENTAL POLICIES & PROCEDURES, AND ADDENDUM C, UNIT REMODELING AND RENOVATION, AND I UNDERSTAND AND WILL COMPLY WITH ALL ASSOCIATION DOCUMENTS INCLUDING THE RULES AND REGULATIONS AND POLICY PROCEDURES. I UNDERSTAND THAT I WILL BE RESPONSIBLE FOR ANY FINES THAT MAY BE IMPOSED FOR VIOLATIONS.

PLEASE CHECK THE ITEM BELOW THAT APPLIES:

\_\_\_\_ NO, I DO NOT RENT MY UNIT AT THIS TIME, BUT UNDERSTAND THAT SHOULD I DECIDE TO RENT MY UNIT IN THE FUTURE I WILL FOLLOW ALL THE RENTAL REQUIREMENTS OF THE ASSOCIATION AND WILL SUBMIT THE PROPER PAPERWORK AND FEES.

\_\_\_\_ YES, I DO RENT MY UNIT AT THIS TIME. ALL ASSOCIATION REQUIREMENTS ARE BEING FOLLOWED AND PAPERWORK AND FEES HAVE BEEN SUBMITTED, OR ARE INCLUDED WITH THIS CERTIFICATE OF UNDERSTANDING.

\_\_\_\_\_  
PRINT NAME (OWNER)

\_\_\_\_\_  
UNIT #

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

PLEASE COMPLETE, SIGN, DATE, AND RETURN THIS PAGE TO THE ASSOCIATION MANAGEMENT OFFICE AT YOUR EARLIEST CONVINIENCE. KEEP THE RULES AND POLICIES IN A CONVINIENT LOCATION FOR REFERENCE. THANK YOU!



