

**PARKWOOD HOMEOWNERS ASSOCIATION**  
**RULES AND REGULATIONS**

**Revised July 2023**

**Last Amended July 2023**

Living in a common-interest, or condominium, community requires a higher degree of conformity, cooperation and consideration for other homeowners and residents, as opposed to living in a neighborhood of single-family homes or one which does not have governing documents.

The following rules and regulations are supplements to and based on Parkwood's Condominium Declaration, or Covenants, Conditions, and Restrictions (CC&Rs), Parkwood's By Laws and Nevada Revised Statutes, Chapter 116 (NRS 116).

**CONTENTS**

**Section No.**

1. General
2. Pets
3. Streets and Parking Areas
4. Signs
5. Owner and Tenant Responsibilities
6. Buildings and Grounds
7. Repairs and Improvements
8. Assessments
9. Fines-Violation Penalties and Enforcement
10. Association Facilities
11. Swimming Pool Rules
12. Tennis Court Rules
13. Club House Rules
14. RV Storage Area
15. Outdoor Cooking, Heating, and Lighting Appliances
16. Solar Energy Systems

**SECTION 1**  
**GENERAL**

**1.1 DEFINITIONS AND DESCRIPTIONS** Additional capitalized terms shall have the same meaning as those in the CC&Rs. The following have been excerpted from the CC&Rs and By Laws, and NRS 116, but are not intended to change, and do not change, the definitions contained in the CC&Rs.

- 1.1.1 Unit:** The part of the community, either a building or part of a building, that is intended for independent fee ownership; includes foundations, roof, balcony, exterior walls, masonry, one-half of any party wall, and all space contained within such walls, floor, and roof; excludes the land underlying the Unit. CC&Rs(1)(e).
- 1.1.2 Common Area:** The entire Project except for the Units. This includes all buildings, structures, areas and elements of the community other than the Units. CC&Rs Paragraph (1)(f); NRS 116.017(1)(a); includes all land on which the Units and community are located. CC&Rs Paragraph (2)(b).
- 1.1.3 Limited Common Area:**
- A. Description:
1. Limited Common Area is located outside the Unit's boundaries and adjacent or appurtenant to the Unit. CC&Rs Paragraph (2)(c); and
  2. The portion of the Common Area that is reserved for the exclusive—but not independent (see 1.1.4 below)—use of the Owner(s) of a Unit to the exclusion of Owners of other Units. CC&Rs Paragraph (1)(g).
- B. Ownership: As part of the Common Area, Limited Common Areas are managed and controlled by the Association:
1. Common Areas, including Limited Common Areas, are owned by Owners in equal undivided 1/112<sup>th</sup> ownership interests. CC&Rs Paragraph (5).
  2. Owners of Units are members of the Association (By Laws, Article III(a)) and thereby comprise the Association.
- 1.1.4 Executive Board:** The powers of the Association are vested in and exercised by the Executive Board (By Laws, Article II), which may:
- A. Regulate the use, maintenance, repair and replacement of the Common Areas, or common elements (NRS 116.3102(1)(f)), which include Limited Common Areas (see 1.1.3, A and B, above);
- B. Adopt and amend the Association's Rules and Regulations (CC&Rs Paragraph (3)(c)); and
- C. Enforce the Association's Rules and Regulations. CC&Rs Paragraph (12)(d).
- 1.1.5 Insurance:** The comprehensive Association insurance policy does not cover all damages that may be sustained. There are occurrences that may not be covered and/or the damages are in excess of the available insurance proceeds, including but not limited to the deductible. There is no coverage under the Association's insurance policy for Unit interior contents or liability arising from guests on the premises of Unit(s). Each Owner and/or occupant should arrange for insurance coverage as they determine to be appropriate and to address any expense damage or occurrence that is not covered by the Association's insurance in consultation with his/her insurance agent/broker including, but not limited to, all losses and risks arising out of ownership and/or occupancy of the premises. CC&Rs Paragraph (4)(a)(b).

**SECTION 3**  
**STREETS, DRIVEWAYS AND OTHER PARKING AREAS**

**3.1 PARKING RESTRICTIONS**

- 3.1.1** All streets, driveways and other parking areas within Parkwood are Common Area and under the authority and control of the Association. CC&Rs, Paragraphs 1(f); 2(b), 2(c), (7); NRS 116.3102(1)(f); NRS116.350.
- 3.1.2** The speed limit on all streets is 15 miles per hour. Note: speed bumps are used in Parkwood. CC&Rs, Paragraphs 1(f); 2(b), (7); NRS 116.3102(1)(f); NRS116.350.
- 3.1.3** Unregistered or uninsured vehicles are prohibited from parking on streets, driveways and other parking areas. Anyone operating a motor vehicle must be licensed to operate a motor vehicle on a public street.
- 3.1.4** No motor vehicle of any type or kind, including but not limited to motorized bicycles, go-carts or mopeds, not equipped with an appropriate muffling device shall be operated in Parkwood. CC&Rs Paragraph (7); NRS116.350.
- 3.1.5** The movement and operation of vehicles is limited to the streets, driveways and other parking areas in Parkwood. No vehicles shall encroach on any portion of the landscaped areas or sidewalks.
- 3.1.6** Fire lanes must be kept clear at all times. NRS116.350. Cars parked in, intruding into, blocking or encroaching on fire lanes may be immediately towed at the owner's expense. NRS 116.3102(1)(t)(1).
- 3.1.7** Streets, driveways and other parking areas within Parkwood shall not be used as play areas or recreation areas. CC&Rs, Paragraph (7); NRS 116.3102(1)(f); NRS116.350(2).
- 3.1.8** Bicycles, skates, skateboards, scooters, wagons and other self-propelled or motorized recreational equipment are permitted on streets and driveways only for the purpose of exiting Parkwood directly from the Unit; or upon entering Parkwood, only for the purpose of going directly to the Unit. All recreational equipment must be stored inside homes or garages; not in Common Areas or Limited Common Areas.

**3.2 RESIDENT (HOMEOWNER/TENANT) AND GUEST PARKING**

- 3.2.1** Residents are expected to park their vehicles in their garages. The garage and space within the garage are part of the Unit. CC&Rs Paragraph (1)(e).
- 3.2.2** To accommodate vehicles that are too large for garages, parking for guests or visitors, or parking for multiple tenants, residents of a Unit may park up to two (2) vehicles, but no more than two (2) vehicles, outside the boundaries of the Unit's garage. Parking spaces outside a Unit's boundaries, such as driveways and garage aprons, are Limited Common Areas. CC&Rs Paragraph (2)(c). All marked parking spaces and off-street parking spaces are Common Areas. CC&Rs Paragraph (1)(b).

3.2.3 For parking a Unit's vehicle(s) outside the boundaries of the Unit's garage as provided for in 3.2.2, each Unit is allotted two (2) numbered parking permits. Each permit represents the right, or license, to park a vehicle in a Limited Common Area or Common Area as provided for in 3.2.2.

3.2.4 Vehicles parked in Limited Common Areas or Common Areas must display valid parking permits at all times. The permit and permit number must be visible from the front of the vehicle and must correspond to the residence address of the vehicle owner or, if the vehicle belongs to a guest, the resident responsible for the guest.

3.2.5 Vehicles not displaying valid parking pennits are prohibited from parking in Limited Common Areas and Common Areas within Parkwood.

3.2.6 Vehicles, including but not limited to, cars, SUV's, pick-up trucks and trailers, containing unsightly items such as, but not limited to, materials that are, or appear to be, furniture, appliances, miscellaneous parts/supplies, debris, damaged or discarded items or materials from construction, repair work, hauling or removal work must not be parked in or on any common area or limited common area in Parkwood. Vehicles displaying parking permits are not exempt from this prohibition.

3.2.6.1 The following exceptions may be allowed if Parkwood's property manager or executive board receives prior notice and grants prior approval: 1) If referenced vehicles and contents are due to work on a home or structure in Parkwood, parking is allowed only while work is being done and only during daytime working hours. Such vehicles and contents must be removed from Parkwood by day's end; or 2) If commercial dumpsters or contracted construction trailers are in use, they must be placed in a marked parking space(s) in front of the home or structure where work is being performed, may remain only until work is completed, and must be removed as soon as work is completed. PLEASE NOTE: If the condition of the vehicle or trailer, or contents, may pose a risk to health, safety or welfare of Parkwood residents, section 3.3.2(2) may become effective, and immediate towing rules may apply.

3.2.7 No vehicle or equipment maintenance or repair is permitted in any parking area, driveway, garage apron or on any street within Parkwood. Any damage caused to concrete or asphalt, or any common area or limited common area, due oil leak, engine leak, gas spill or any other cause due to vehicle or equipment maintenance or repair activity will be repaired by the Association. The vehicle owner, or the party responsible for the vehicle owner or vehicle, may be assessed the cost of repairing the damaged concrete, asphalt and/or common area or limited common area.

3.2.8 Garage doors must be kept closed at all times except for exit, entry, loading and unloading vehicles, and maintenance of the building; or when the resident is present.

3.2.9 Except for vehicles parked within an owner's garage, no inoperable vehicle shall remain on or within any street, parking area, common area or limited common area in Parkwood for more than forty-eight (48) hours.

3.2.10 Damage to limited common areas or common areas, including, but not restricted to, streets, curbs, gutters, lawns or landscaped areas, caused by vehicles shall be repaired by the Association at the expense of the vehicle owner or the

### **3.3 VIOLATIONS OF STREET USE AND PARKING RULES**

3.3.1 Vehicles in violation of street use restrictions and parking are subject to being towed at the vehicle owner's expense. Fines may also be imposed on the vehicle owner or, if the vehicle belongs to a guest, on the party responsible for the guest.

3.3.1.1 The Association, an authorized agent of the Association or a tow operator with which the Association has contracted for tow services, may cause to be towed any vehicle parked on Parkwood grounds in violation of any of the street use restrictions or parking rules in Section 3 by affixing, or posting, in a conspicuous place on the vehicle a tow notice, or warning, at least 48 hours before the vehicle may be towed. The tow notice will indicate the date and time after which the vehicle may be towed. NRS 116.3102,1(s); SB 212 effective July 1, 2019, which amended NRS 706.4477.2.

3.3.1.2 Should a vehicle be towed, Parkwood's contracted tow services provider will provide the following information to the Reno Police Department:

The time the vehicle was removed;  
The location from which the vehicle was removed; and  
The location to which the vehicle was taken.

3.3.1.3 The owner of a towed vehicle should contact Reno Police Department or the contracted tow services provider for information related to their towed vehicle. All costs incurred for towing, storage and/or disposal, will be borne by the owner of the vehicle or, if the vehicle belongs to a guest, by the party responsible for the guest. NRS 116.3102.1(s) and NRS 487.038.2(a)(b)(c) and NRS 487.038.5.

3.3.2 Exception to 48-hour tow notice: A vehicle may be towed immediately if the vehicle:

- (1) Is blocking a fire hydrant or a fire lane; or
- (2) Poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of homeowners, residents and guests of Parkwood. NRS 116.31021(s)(1)(2).

3.3.3 Exception to 48-hour tow notice: A vehicle may be towed immediately when a tow notice was previously affixed to the vehicle for the same or similar violation within Parkwood regardless of whether the vehicle was subsequently towed. SB 212, effective July 1, 2019, which amended NRS 706.4477, section 2(a)(2)(I).

### **3.4 APPLICABILITY**

The foregoing shall apply to all persons and vehicles when upon the property of the Association.

## **SECTION 4** **SIGNS**

#### **4. SIGNS**

**4.1** No signs or flyer holder on the exterior of buildings, fences, or common areas are allowed, with the exception of Association information. *CC&R Paragraph 7*

**4.1.2** Signs advertising Units for sale, lease or rent are not permitted on Units or any green belt except for: one (1) "For Sale" sign which may be displayed from inside a Unit in the window and one directional sign may be placed at the owner's street intersection with Millbrook and one sign may be placed in front of the Unit.. Open house signs for real estate sales are allowed only during the time the house is open to the public and Unit is in the control of an on-site real estate agent and/or owner. Signs must be removed at the end of the showing. No more than three (3) signs not larger than 2` x 3` shall be displayed per Unit. Owners may place "For Sale" flyers in the billboard at the maintenance shop. In no event should any of these signs interfere with the ingress or egress of other owners. Parking shall be in designated spaces in accordance with Section 3.

**4.1.3** Political signs shall be allowed in accordance with NRS 116.325. *CC&R Paragraph 7*

### **SECTION 5 OWNER & TENANT RESPONSIBILITY**

#### **5. OWNER AND TENANT RESPONSIBILITY**

**5.1.1** It is the Unit owner's responsibility to provide a copy of all the governing documents, including these Rules and Regulations to all tenants, guests, and persons inhabiting their Unit, hereinafter referred to as "occupant" .It are the owner's responsibility to ensure that occupants comply with these Rules and Regulations and other governing documents. In the event an occupant violates any of the governing documents, the owner will be responsible for such violations. *CC&R Paragraph 3e*

**5.1.3** Any lease or rental agreement for a Unit shall be in writing and state the Tenant shall abide by and be subject to all provision of the Association's CC&Rs, Articles, Bylaws, and these Rules and Regulations, copies of which shall be furnished to the renter or lessee by the Unit's owner.

**5.1.4** Any lease or rental agreement must specify that failure to abide by such provisions shall be default under the lease or rental agreement.

**5.1.5** No owner shall rent or lease his or her Unit for transient or hotel purposes or for any period less than thirty days (30). No Unit shall be divided into two or more separate apartment or subdivisions in any manner.

- 5.1.6** Each owner shall notify the Community Management Company (EBMC) of the Tenant's names and other pertinent information.
- 5.1.7** The owners will be held directly responsible for such persons and for any damage to Association property that they might cause. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities and any other expenses including additional community management charges, attorney's fees and costs that may be incurred. *CC& Paragraph 3*
- 5.1.8** These Rules and Regulations do not supersede the other governing documents, including the CC&Rs. In the event of a conflict, the CC&Rs shall control. *NRS 116.31065*
- 5.1.9** Each owner shall at his/her own expense keep their Unit and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition. Some maintenance and repairs are exclusively provided by the Association as provided in the CC&Rs and Section 6. *CC&R Paragraph 6*
- 5.1.10** Absentee owners may hold office as a member of the Board.

**SECTION 6**  
**BUILDINGS AND GROUNDS**

**6.1 OCCUPANCY**

- 6.1.1** Occupancy use is limited solely for residential purposes and no commercial activity or business of any kind shall be conducted from within the residence, including all Common Areas and community facilities. *CC&R Paragraph 3*
- 6.1.2** Residential occupancy under a lease or rental agreement shall not constitute membership in the Association but does bind occupant to comply with the governing documents of the Parkwood Homeowners Association. *CC&R Paragraph 3*
- 6.1.3** No sub-tenancy of any kind shall be allowed or permitted. A tenant or lessee cannot sublet a room at the residence to another party. All occupants, in renting, must be tenants of the owner so control over compliance with the governing documents may be maintained. *CC&R Paragraph 3*
- 6.1.4** No owner and/or occupant shall interfere with the enjoyment, comfort, rights, or convenience of any other owner and/or occupant, nor annoy any owner and/or occupant by loud or unreasonable noise or by any nuisance. *CC&R Paragraph 7*

- 6.1.5** No overnight, temporary or permanent occupancy within any motor home, recreational vehicle, camper, or trailer shall be allowed on any portion of the Association. *NRS116.350*
- 6.1.6** No garage, shed, tent, trailer, or temporary structure of any kind shall be permitted for any purpose except for use related to construction and/or repairs. Advance, written Board approval is required for this purpose. *NRS116.350*
- 6.1.7** Garage, Yard sales or Auctions shall not be permitted with the exception of an official Community Wide organized event. *Estate Sales may be permitted with prior approval from the Board.*

## **6.2 BUILDING EXTERIORS**

- 6.2.1** Parkwood Homeowners Association has sole responsibility and authority for all exterior building maintenance such as repair work to the roof, siding, trim and painting exterior surfaces. Replacement and repair of windows and doors are at owner's expense. *CC&R Paragraph 6*
- 6.2.2** The cost of repairs or maintenance necessitated by intentional, negligent, or careless acts of owner and/or occupant, or guest shall be borne entirely by said owner. Any expense will be assessed against the owner and the Unit. If the assessment remains unpaid for sixty (60) days, a notice of lien shall be recorded against the Unit in question. The lien shall be enforced as stated in Section 8 if not paid within sixty (60) days from notice. *CC&R Paragraph 12 (a) (xiii)*
- 6.2.3** All owner repair and maintenance work requests to be accomplished by the Association must be submitted by the Unit owner to the Community Manager on a work order. Work order forms may be obtained from the Community Manager or at the maintenance office on the property. Upon review and approval by the Board, the work order will be scheduled. All emergency items will be taken care of as soon as reasonably possible.

## **6.3 LANDSCAPING AND GROUNDS MAINTENANCE**

- 6.3.1** The Board shall make all decisions regarding the extent, type, design and general appearance of lawns and landscaping. *CC&R Paragraph 12 (a) (viii)*
- 6.3.2** All landscaping, trees, and shrubbery within the Common Area shall be placed and maintained by the Association. The Common Area is defined as all grounds of the Association. The area within the privacy fencing of each Unit is defined as Limited Common Area. If an owner wishes to landscape against the walls or fence outside of their Limited Common Area they may make a written request of the Board detailing specific plant materials to be used. Subject to prior approval of the Board they accept the responsibility at their own expense to install and maintain such



areas. If the owner fails to maintain the areas the Association has the right to remove the plantings. No trees or large growing shrubs may be planted within the Limited Common Area without permission of the Board. Any unapproved trees or shrubs may be removed at the owner's expense. *CC&R Paragraph 12 (a)(viii), Paragraph 6, Paragraph 12 (a)(xiii)*

**6.3.3** The Association shall maintain all Common Areas. The Board may enter into all necessary contracts and complete the work to provide for such maintenance. *CC&R Paragraph 12 (e)*

#### **6.4 MODIFICATION OF BUILDING EXTERIORS AND GROUNDS**

**6.4.1** No alteration, structural improvement, modification, addition or change in the exterior design or finish of any building or any Common Area shall be undertaken by an owner and/or occupant without express prior written approval of the Board. The owner is responsible for repair and/or replacement of all windows, screens and doors. *CC&R Paragraph 8*

**6.4.2** Any unauthorized changes or alterations must be restored to the original condition, common scheme, or design at the direction of the Board and at the expense of the homeowner.

**6.4.3** Because Parkwood is a common walled and roofed community no owner shall take any action or permit any action to be taken that will impair the structural integrity or safety of the interior Unit unless approved by the Board. The Board will require licensed contractor's to perform the work in order to be in compliance with Reno Municipal Building Code. *CC&R Paragraph 4 (a)*

**6.4.4** Nothing may be attached to, displayed, or hung from the exterior of any building, fence, shrubs, or trees without Board approval. This includes, but is not limited to signs, laundry, holiday lights, rope, bird feeders, etc. If an owner fails to receive prior written authority from the Board, the Board at its sole discretion may have the unauthorized items removed, at the expense of the owner. *CC&R Paragraph 7*

**6.4.5** Seasonal lighting and decorations are acceptable during the month of the holiday. All December decorations must be removed by the 15th of January. Other seasonal holiday decorations (i.e. Halloween, Easter, etc.) are acceptable during the month of the holiday and must be removed one week after the holiday.

1) The Nevada State Flag may be displayed on National and/or State holidays on the front of the building (as long as no damage is done to the building) or patio fences utilizing pole holder and a pole not to exceed four feet (4') in length. The flag of the United States may be displayed at any time within any area that an owner has a right to occupy and use exclusively. Flags should only be displayed from sunrise to sunset unless illuminated and taken down during inclement

weather. Displaying the American and/or State flag after sunset unless illuminated is considered inappropriate and owners will be so informed. No flagpoles in the Common Area will be allowed. *CC&R Paragraph 7*

- 6.4.6** Any installation, maintenance, or use of antennas or satellite dishes on or in Units or Limited Common Area should be done to the extent practicable so that they would not be seen from any adjacent Unit or Common Area. Prior to any new installation owner must submit an architectural request for placement.
- 6.4.7** No permanent, visible ham radio or “CB” antenna of any kind or type shall be permitted upon any Parkwood property. *CC&R Paragraph 7*
- 6.4.8** No electrical device of any kind or type or nature shall be allowed to operate from or within any Unit or any portion of the Common Area that produces interference with another owner and/or occupant's radio or television reception.
- 6.4.9** No solar devices or panels of any kind shall be allowed without prior written approval by the Board. No outdoor shades, awnings, skylights, ventilators, fans or air conditioning devices shall be installed on or about the outside of a Unit without prior written approval by the Board. *CC&R Paragraph 7*
- 6.4.10** Any damage or problems in the Common Areas shall be reported promptly to the Community Manager. This includes, but is not limited to: broken sprinklers, loose boards or leaky roofs. *CC&R Paragraph 6*
- 6.4.11** All windows must be hung with drapes, curtains, blinds, or shutters. No other types of window coverings, such as paper, aluminum foil, sheets, etc., can be used. *CC&R Paragraph 7*
- 6.4.12** No erected fence or wall may be removed, extended, altered or no new fence built by an occupant without prior written approval of the Board. Such approval shall be in the sole discretion of the Board. *CC&R Paragraph 8*
- 6.4.13** No structure, patio or decking may be erected within the Limited Common Area of any Unit by an occupant without prior written approval by the Board and subsequent approval by the City of Reno if required. *CC&R Paragraph 8*
- 6.4.14** No material modifications, alterations or relocations to already approved plans and architectural requests will be allowed unless approved by the Board.
- 6.4.15** Review and approval by the Board of the proposal shall in no way be deemed to constitute satisfaction of, or compliance with, any building permit process or any

other governmental requirements, the responsibility for which shall lie solely with the respective owner and must be obtained prior to work commencing.

## **SECTION 7 REPAIRS AND IMPROVEMENTS**

### **7.1 REPAIRS AND IMPROVEMENTS**

**7.1.2** The By-Laws and CC&R's for Parkwood establish the basic guidelines for the conduct of the owners and the actions of the Board. The Board is responsible for authorizing exterior repairs to the Unit at the owners request excluding windows and doors which are the responsibility of the owner when notified in a timely manner that a condition exists. The Association is not responsible for any interior repairs. The Association is responsible for exterior garage lights. *CC&R Paragraph 6*

**7.1.3** The Board will review requests for improvements to the exterior of the Units or improvements involving interior structural modifications. Major modification of utilities must be preapproved by the Board. If such request for an improvement is in keeping with the general appearance and architectural design of the Project, the Board in its sole discretion may approve the request. If approved, a letter will be written to the owner authorizing the improvement. If the request involves structural modification the Board will require the use of licensed contractors and engineering plans approved by applicable governmental entities. The cost for these improvements as well as all future upkeep, maintenance and repairs will be borne by the owners of the Unit. Licensed contractors in compliance with applicable standards, specifications and building codes, must perform all improvements. Typical examples of personal request for improvements are the installation of rain gutters, replacement of windows and screen/security doors, and planting of trees and shrubs for the benefit of the owner. *CC&R Paragraph 6*

**7.1.4** The Board is responsible for making exterior repairs that are considered the result of normal wear and tear. In the event that exterior repairs are needed because of improper use or neglect by an owner or occupant, cost of repairs shall be assessed against the owner.

**7.1.5** In the event an insurance claim for exterior damage or Common Area is warranted, the Association shall be responsible for reporting and repair. The owner must not attempt or make any permanent repairs. *CC&R Paragraph 8*

## **SECTION 8** **ASSESSMENT COLLECTION POLICY**

- 8.1.1 Regular Assessments:** The Board establishes the Association's fiscal year, July 1 to June 30, as the regular assessment period. Regular assessments are levied annually and are payable during the year in monthly installments, due on the first day of each month. (Beginning on July 1 annually.) *CC&R Paragraph 13 (a)*
- 8.1.2 Assessments in General.** The Association has a duty to levy regular, reserve, individual and special assessments sufficient to perform its obligations under the governing documents and Nevada law. *CC&R Paragraph 13 (a)*
- 8.1.3 Obligation to Pay Assessments.** Each assessment or charge is an obligation of the owner at the time the assessment or other sums are levied. The Association has a lien on a Unit for any assessment levied against that Unit or fines imposed against the Unit's owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines, and interest charged pursuant to the collection policy and procedures set by the Board are enforceable as assessments pursuant to NRS 116.3116. *CC&R Paragraph 13 (b)*
- 8.1.4 Notice of Assessments.** The Association will give notice before any increase in the annual assessments or any special assessment. Notice will be sent by first-class mail to addresses on the membership register as of the date of notice. It is the responsibility of each owner to advise the Association of any mailing address changes in writing. The Board may elect in its sole discretion from time to time to provide additional periodic statements of assessments. *CC&R Paragraph 20*
- 8.1.5 Designation of Agent.** The Board may designate an agent or agents to collect assessment payments and administer this Assessments Collection Policy. Such designated agent may be an officer of the Association, Community Manager, and bookkeeper, banking institution, law firm or other appropriate agent. (*CC&R Paragraph 13 (a)*)
- 8.1.6 Due Date/Delinquency Date of Assessment.** Unless otherwise specified by the Board, assessments are due on the first day of each month. An assessment or any portion thereof, is delinquent if it is not received as directed by the Board or its designated agent 15 days after it is due.
- 8.1.7 Charges on Delinquent Amounts.** After 15 days past due, an assessment, or any portion thereof that is delinquent shall incur a late charge of \$25 plus 10% per annum (or lesser amount required by law), plus costs and attorney's fees and other collection fees and costs, and all amounts are part of the lien. Regardless of when such charges are incurred, they shall constitute a part of the super-priority lien. Attached as Exhibit A is a copy of R199-09 that sets forth the maximum amount of charges for action taken in the collection of delinquent assessments.
- 8.1.8 Interest and Collection Charges.** Any costs and fees incurred in processing and collecting delinquent amounts, including, without limitation, late and interest

charges, charges for preparation of delinquent notices or referral for collection, postage and copies, and attorney's fees and costs and collection fees and costs, shall become an additional assessment against the owner and the owner's Unit and shall be a part of the lien and subject to collection action pursuant to this policy.

**8.1.9 Application of Payments.** Payments shall be applied first to the oldest amount owed.

**8.1.10 Delinquency Notices.** Once an assessment, or any portion thereof, has become delinquent, the owner shall receive an initial delinquency notice stating all amounts past due and any known collection charges imposed as of the date of the notice, which may be in the form of a letter, statement, past due notice or any other form of writing or notice from the Association or its designated agent. If an assessment account remains unpaid 45 days after it is due, the Association's designated agent may, but is not required to, send the owner a further notice, by certified mail and at a charge to the owner as allowed by current regulations, that the account remains delinquent and must be paid in full within 10 days. *CC&R Paragraph 20*

**8.1.11 Notice of Intent to Proceed with Notice of Delinquent Assessment and Claim of Lien.** If an assessment account remains unpaid for 61 days (Two months) after it is due, the Association or its designated agent will issue a letter as a notice of the intent to proceed with a Notice of Delinquent Assessment and Claim of Lien. It shall be sent to the owner at his or her address by certified mail. The Notice shall include a statement of charges, including assessed for such notice. The owner may be required to pay in certified funds.

**8.1.12 Notice of Delinquent Assessment and Claim of Lien.** If the assessment account remains unpaid for ninety (90) days or if the interests of the Association must be protected, a Notice of Delinquent Assessment and Claim of Lien shall be recorded and mailed to the owner at his/her address of record and the Unit address, via certified mail as required by NRS 116.31162.

**8.1.13 Notice of Default.** A Notice of Default and Election to sell shall be executed and recorded with the County Recorder as provided in NRS 116.31163 in the event a written payment agreement has not been entered into, or is in default, or the delinquency remains unpaid...

**8.1.14 Foreclosure.** Foreclosure proceedings may continue after Notice of Default is recorded on the property if either the entire balance of the account has not been paid or a payment agreement has not been entered into with the Association as provided in NRS 116.311635, 116.31164, 116.31166 and 116.31168.

**8.1.15 Payment Agreement.** Neither the Association nor its designated agent has any obligation to stop any foreclosure action if partial payments on any assessment account are made. An owner may petition the Board in writing for a payment agreement to allow the owner to make periodic partial payments on the entire

balance of the assessment account, in addition to the ongoing assessment payments, in amounts and on a payment schedule agreed to by the Board. The Association has no obligation to enter into such a payment agreement. Any agreement entered into with the owner shall be reasonable, as determined by the Board in its sole discretion, and for the sole purpose of assuring that the best interest of the Association are served. The payment agreement shall be in writing and a provision shall be included that failure to meet any term of the agreement shall give the Board the right to immediately continue the collection process without further notice to the owner.

**8.1.16 Recording of Satisfaction or Release of Lien.** A release of the Notice of Delinquent Assessment will not be recorded until the entire balance of the owner's account is paid. All charges incurred in recording a Release of Notice of Delinquent Assessment, including reasonable attorney's fee, will be assessed to the account and must be paid prior to the recording of the release.

**8.1.17 Dishonored Checks.** At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, a charge of \$25.00 or any greater amount charged by the bank shall be imposed. The Board may immediately proceed with the collection process if the assessments are not paid within 10 days after notice of the dishonored check is sent to the owner. The Association may also seek damages in accordance with Nevada Revised Statutes 40, 116 and 597.

**8.1.18 Dispute of Charges.** If the owner questions the accuracy of the calculation of an account or the amount of charges to the assessment account, a written objection to the specific charges must be made to the Board within 30 days of the date notice is sent to the owner of the charge or balance. A telephone call will not reserve any rights. The disputed amount may remain unpaid during the investigation, but undisputed portions 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 a decision is made by the Board. The owner must provide the following information in writing regarding any dispute:

- a) The Owner's name, mailing address and account number
- b) The exact dollar amount in dispute or error.
- c) Explanation of the reason the owner believes there is an error. If the owner does not know how the error was made, that statement may be made, but the dates and check numbers, etc., must be given.
- d) Copies of checks (both front & back), letters, or other documents referred to or claimed must accompany the written objection.

**8.1.19 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 assessments and related costs and charges, including but not limited to bringing an action under Chapter 38 with the Nevada Real Estate Division or 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.

**8.1.20 Address of the Association and the Board.** Owners should respond in writing or make payments to the address as directed by the designated agent. If no address is given, responses and petitions should be mailed to the Association at the following address:

Parkwood Homeowners' Association  
Post Office Box 12580  
Reno, Nevada 89510-2580

**8.1.21 Sufficiency of Notice.** Except for notice that under Nevada law is required to be sent by certified mail, notice is sufficient if either hand delivered or mailed first class, postage prepaid, to the owner at the address on the membership register at the time of notice.

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

## **SECTION 9**

### **ENFORCEMENT POLICY, HEARINGS, FINES, OTHER SANCTIONS, RESPONSIBILITY FOR FINES, COMPLAINTS**

The policies and procedures in this section are used to enforce the Association's CC&Rs, Rules and Regulations and other governing documents. As members of the Association, you are required to comply with the provisions in these documents. Compliance by your tenant(s) and guests, whether yours or your tenant(s), is also required and your ultimate responsibility.

Therefore, whether a homeowner, tenant or guest violates a provision in Parkwood's governing documents, the responsible party or parties may be subject to a fine, or fines, and/or other sanction(s) as provided in this and other sections in this governing document.

Parkwood Board of Directors is the Association's executive board and governing body and is authorized to enforce the Association's rules and regulations, hold hearings, impose fines and/or other sanctions, and act on complaints as appropriate and provided for in this section.

## 9.1 ENFORCEMENT POLICY AND PROCEDURES

9.1.1 If a homeowner, tenant or guest violates any provision of Parkwood's governing documents, the executive board may:

1. Prohibit, for a time to be determined by the executive board that doesn't exceed 30 days, the homeowner, tenant and/or guest from:

- (a) Voting on matters related to Parkwood; and/or
- (b) Using the common elements. The provisions of this subparagraph do not prohibit the homeowner, tenant or guest from using any vehicular or pedestrian ingress or egress to go to or from the unit, including any area used for parking.

2. Impose a fine against the homeowner or tenant, or the responsible party if a guest was the violator, for each violation; in which case the executive board will:

- (a) Within a **reasonable** time after the discovery of the alleged violation, provide the homeowner and, if different, the person against whom the fine will be imposed, with:
  - (1) Written notice including an explanation of the applicable provisions of the governing documents that form the basis of the alleged violation, details of the alleged violation, the proposed action to cure the alleged violation, the amount of the fine, and the date, time and location for a hearing on the alleged violation;
  - (2) A clear and detailed photograph of the alleged violation if the alleged violation relates to the physical condition of the unit or the grounds of the unit or an act or a failure to act, of which it is possible to obtain a photograph; and
  - (3) A reasonable opportunity to prepare for the hearing, appear at the hearing, and contest the alleged violation and/or fine.
- (b) For the purposes of this subsection, the homeowner 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 homeowner.

3. Send a written notice to cure an alleged violation, without the imposition of a fine, to the homeowner and, if different, the person responsible for curing the alleged violation. The written notice will:

- (a) Include an explanation of the applicable provisions of the governing documents that form the basis of the alleged violation;
- (b) Specify in detail the alleged violation and the proposed action to cure the alleged violation;
- (c) Provide a clear and detailed photograph of the alleged violation if the alleged violation relates to the physical condition of the unit or the grounds of



the unit or an act or a failure to act, of which it is possible to obtain a photograph;

(d) Provide the homeowner or tenant a reasonable opportunity—i.e., a specified period of time—to cure the alleged violation;

(e) Specify the amount of the fine that may be imposed should the alleged violation not be cured within the specified period of time; and

(f) State that If the alleged violation is not cured within the specified period of time, the executive board may take additional actions, including, without limitation, imposing the fine or other remedies available pursuant to this section.

(g) For the purposes of this subsection, the homeowner 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 homeowner.

- 9.1.2 If a fine is imposed pursuant to subsection 9.1.1, 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 providing notice or opportunity to cure the violation and without a hearing notice or opportunity to be heard.

## **9.2 HEARINGS**

- 9.2.1 If the alleged violator, or the responsible party if a guest was the violator, does not appear at the hearing or has not requested a different hearing date with reasonable advance notice to all concerned, the executive board shall determine the matter without the violator's presence.
- 9.2.2 Upon and after a hearing on the alleged violation, the executive board shall determine by majority vote whether there is a violation, whether a fine will be imposed and, if so, the amount of the fine. The executive board will notify the violator, or the responsible party if a guest was the violator, in writing of its decision(s) within a reasonable period of time.
- 9.2.3 If the complainant is a member of the executive board, or the alleged violator is a member of the executive board, a tenant of the member, or a guest of the member or tenant, the board member shall not participate in the hearing as a board member.
- 9.2.4 The executive board may appoint a committee, with not less than three members, to conduct hearings on alleged violations and impose fines pursuant to this section. A hearing committee decision that a violation has occurred must be unanimous.

9.2.5 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.

### **9.3 FINES:**

9.3.1 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 shall be commensurate with the severity of the violation and shall be determined by the executive board in accordance with this governing document. The amount of the fine shall not exceed \$100 for each violation or a total amount of \$1,000 at one hearing, whichever is less. These limitations on the amount of the fine shall not apply to any charges or costs that may be collected by the Association pursuant to this section if the fine becomes past due.

Severity of violation: a minimum of \$25.00 to a maximum of \$100.

For repeated violations, a minimum of \$25 to a maximum of \$100 regardless of severity.

Fines for continuing violations per subsection 9.1.2 are not limited to the \$100 per violation limit.

9.3.2 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 Parkwood, the amount of the fine shall be commensurate with the severity of the violation and shall be determined by the executive board in accordance with this governing document. There are no limits to the amounts of fines for violations that pose an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of Parkwood. Additional charges or costs may be collected by the Association pursuant to this section if the fine becomes past due.

### **9.4 OTHER SANCTIONS**

9.4.1 The executive board may require the violator and/or the responsible party if a guest was the violator, to:

- (1) Acquaint himself or herself with the Rules, CC&Rs, and other governing documents of the Association;
- (2) Refrain from further violation thereof; and/or
- (3) Make restitution to the complainant if appropriate.

9.4.2 Alternatively, or cumulatively, the executive board may prosecute all legal remedies available to enjoin the violator's wrongful conduct and to obtain compensation for damages caused by such wrongful conduct, including attorney fees and court costs.

9.4.3 Any violation of Rules that are also violations of applicable Washoe County Ordinances or Nevada State Statutes may be reported to the Washoe County Sheriff's Department or other appropriate government entity.

## **9.5 RESPONSIBILITY FOR, AND COLLECTION OF, FINES**

9.5.1 The payment of fines is ultimately the homeowner's responsibility, even when the violation(s) was committed by a tenant or guest.

9.5.2 Homeowners must remit to the Association any fines imposed against them, whether for themselves or tenants, within thirty (30) days of the postmarked date of the fine notice.

9.5.3 Homeowners may not exempt themselves from liability for any fines imposed against them or their tenants.

**9.5.4 A fine that is not paid within thirty (30) days of the postmarked date of the notice of the fine notice may be subject to a late-payment penalty of \$25 and an additional penalty of \$25 for each 10-day period thereafter that the fine remains unpaid. Unpaid fine(s), penalty(ies) and other associated costs, including but not limited to collection costs and/or usual and customary attorney's fees, shall become a lien against the responsible homeowner upon assessment in accordance with NRS 116.3116.**

**9.5.5 A past due fine shall not bear interest but may include costs incurred by the Association should a civil action be undertaken to enforce the payment of the past due fine.**

## **9.6 COMPLAINTS:**

Complaints shall be made in writing to the executive board or the Association's property management company; either by U.S. mail or by email or by completing a complaint form and depositing it in the wooden mailbox at the entrance to the maintenance office.

9.6.1 All complaints must be signed by the complainant and should identify the alleged violator; the alleged violator's residence address; or if the alleged violator was a guest, the address of the party responsible for the guest; the nature and date and time of the alleged violation, and the facts that form the basis of the complaint.

9.6.2 Upon receipt of a written complaint, the executive board shall evaluate the validity and nature of the complaint and decide whether to take action in accordance with subsection 9.1 and other subsections in this section.

9.6.3 The executive board may decide to not take action regarding a complaint or alleged violation if, under the facts and circumstances presented:

1. The Association's legal position does not justify taking action;
2. The rule to be enforced may be inconsistent with current law;
3. The alleged violation is not so material or objectionable to a reasonable person as to justify expending the Association's resources; or
4. It is not in the Association's best interest to pursue enforcement action.

The executive board's decision to not pursue enforcement under one set of facts or circumstances does not prevent the executive board from taking enforcement action under another set of facts or circumstances, but the executive board may not be arbitrary, inconsistent or unreasonable in taking enforcement action.

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## **SECTION 10 ASSOCIATION FACILITIES**

### **10.1 GOVERNING THE USE OF ASSOCIATION FACILITIES**

**10.1.1** Anyone using the Association Facilities does so at his or her own risk. Association Facilities shall consist of the tennis courts, swimming pool, clubhouse, including the fitness/weight room, and all outdoor or indoor areas appurtenant to the Project.

**10.1.2** Two (2) Association keys will be issued to each Unit. These keys allow entrance to the pool, tennis courts and clubhouse areas. Lost and damaged keys will be replaced at a charge of \$50.00. When keys are returned a refund will be issued or your account will be credited.

**10.1.3** Litter removal and the repairs of any damage caused or created by any occupant or guests will be the sole responsibility and expense of the parties involved or the Unit owner.

**10.1.4** No pets of any kind shall be permitted in or about any Association Facility, unless required to assist an owner, occupant or guest with a disability. *CC&R Paragraph 7*

**10.1.5** Resident owners and occupants shall have priority over any guests in the use of any Association Facility, at all times.

- 10.1.6** A Parkwood resident must accompany his/her guest(s)
- 10.1.7** Every Unit is limited to a total of four (4) guests at any Association Facility. The Board may make exceptions under special circumstances upon written request.
- 10.1.8** Children under sixteen (16) may not use any Association Facility unless accompanied by an adult Parkwood guest or resident.
- 10.1.9** Loud radios, portable television sets, excessive shouting, rowdy behavior and dangerous horseplay shall not be allowed at any Association Facility. Violators will be admonished to correct their behavior and failure to do so may cause the Board to assess a penalty or revoke privileges of using Association Facilities. *CC&R Paragraph 7*
- 10.1.10** Smoking is **prohibited in or around** Association Facilities.
- 10.1.11** Except for organized events in or on the Association Facilities, each user of the Association Facility must sign his or her names legibly on the sign-in sheet provided and affixed to the Facility and provide all information that is requested. The sign-in requirement is to be met each time the Facility is used.
- 10.1.12** Any violations of the provisions of this Section 10, Section 11 (Swimming Pool Rules), Section 12 (Tennis Court Rules) or Section 13 (Clubhouse Rules) may result in the assessment of a fine by the Board against the owner and/or occupant in the amount of \$25 up to a maximum of \$100 or more, per occurrence, for each violation or revocation of privileges as to the Association Facilities.

## **SECTION 11 SWIMMING POOL RULES**

### **11.1 SWIMMING POOL RULES AND REGULATIONS**

- 11.1.1** Any person using the pool does so at his/her own risk, as there is NO LIFEGUARD on duty.
- 11.1.2** An adult guest or resident of Parkwood must accompany anyone under 16 years of age.
- 11.1.3** Appropriate swimwear shall be worn by all swimmers. No regular diapers are allowed in the summing pool, infants and toddlers must wear swim diapers. No street clothes or cutoffs shall be worn in the pool.  
The use of water or gel based sunscreen is encouraged, but the use of **suntan oil** is prohibited, as its oil base can result in clogging of the pool filter.

**11.1.4** Beverages are permitted in the pool area in **unbreakable** containers. **No glass of any kind is permitted.** Smoking is not permitted in the pool area.

**11.1.5** Regular pool hours are from dawn until dark daily.

**11.1.6** Guests of residents may use the pool.

**11.1.7** The Board and maintenance personnel and/or Community Manager are empowered to enforce these Rules and Regulations.

**11.1.8** Diving is prohibited and dangerous.

## **SECTION 12 TENNIS COURT RULES**

### **12.1 TENNIS COURT RULES AND REGULATIONS**

**12.1.1** A Parkwood owner or occupant must accompany all guests using the tennis court.

**12.1.2** All players and spectators shall exercise common courtesy.

**12.1.3** Tennis courts are open every day from 7 A.M. until dark.

**12.1.4** The tennis courts have been marked for both tennis and pickleball. Both sports can be played on either court, and neither sport can take precedence.

**12.1.5** No food or drink shall be permitted on the tennis courts (exception: water in plastic or non- breakable containers).

**12.1.6** All persons playing tennis must wear a shirt and non-marking tennis shoes.

**12.1.7** Playing time for any activity is limited to one (1) hour if others are waiting to play, first come, first served. Those waiting to play shall wait outside the tennis courts.

**12.1.8** Skate boards, roller skates, bicycles, etc., are not permitted in the tennis court area at any time. Violators will face severe penalties.

**12.1.9** For safety reasons, players under 16 must be accompanied by an adult guest or resident.

**12.1.10** Events approved by the Association have priority.

PLEASE BE COURTEOUS TO OTHER PLAYERS AND ENJOY YOUR TENNIS.

## **SECTION 13 CLUBHOUSE RULES**

### **13.1 CLUBHOUSE RULES**

- 13.1.1** Regular clubhouse hours are from 6A.M. to 10 P.M. daily. Access to Facility is by use of issued pool key only.
- 13.1.2** There shall be no bare feet or wet swimsuits in the clubhouse except for the restrooms.
- 13.1.3** Individuals using clubhouse facility shall comport themselves in a manner that allows full enjoyment of the clubhouse by other users. Undue loud noise is unacceptable at any hour of the day. Use of television and stereo equipment shall not interfere with the use and enjoyment of the clubhouse by others.
- 13.1.3** An adult guest or resident must accompany anyone under the age of 16 years.
- 13.1.4** Thermostats are locked and monitored by the HOA staff; however, owners or occupants may arrange, for their comfort, to have the thermostats adjusted during paid functions. Thermostats then must be returned to their normal settings at the end of the function.
- 13.1.5** All exercise equipment, televisions and stereo equipment are for the use of owners/occupants. Anyone misusing or damaging these items shall be responsible for their repair and/or replacement.
- 13.1.6** Access to the kitchen is prohibited unless owner/occupant has reserved the clubhouse for a private party.
- 13.1.7** Littering in the clubhouse facility is prohibited. Users of the clubhouse are responsible for cleaning up all trash.
- 13.1.8** No loitering.
- 13.1.9** Upon leaving the clubhouse, return heat/air conditioning to preset levels, turn off lights and close all blinds.
- 13.2.10** No smoking allowed in the clubhouse.

## **13.2 VANDALISM (internal damage or defacement)**

**13.2.1** For your enjoyment, the Association supplies facilities furnishings. Please make sure that you take care of them and use them properly without damage.

**13.2.2** VANDALISM WILL NOT BE TOLERATED. If it occurs, every effort will be made to determine the perpetrator(s). Upon affirmative determination of perpetrators, they will be held responsible not only for repair costs but penalties may also be assessed against the responsible owner, occupant. ALL occupants of that address may be required to forfeit their key to Board for a period to be determined.

**13.2.3** Vandals will be prosecuted to the full extent of the law.

## **13.3 PRIVATE PARTIES**

**13.3.1** The clubhouse is available to owners and occupants of the Association for private parties. To reserve the Association Clubhouse for a party or function you must contact the management company to make advance reservations and pay the required deposit. You will be required at that time to fill out the appropriate Association Clubhouse Use Agreement. Forms may be obtained at the offices of Eugene Burger Management Corporation.

**13.3.2** A rental fee in the amount of \$50 for use of the clubhouse must be made at least two (2) weeks in advance together with the deposit provided for in Section 13.3.3. The amount shall be payable at the time the reservations are made.

**13.3.3** A deposit of \$250.00 is required for all parties. An inspection will be conducted after the use of the clubhouse and the deposit will be returned if everything is in good order and no maintenance, cleaning or repairs are necessary.

**13.3.4** Users shall assume total responsibility for any damage to the clubhouse. If needed, extra cleaning and repair costs will be deducted from the refundable \$250.00 deposit. Should these costs exceed \$250.00 (the deposit amount); the owner will be billed for such additional amount, due and payable within 30-days from billing.

**13.3.5** The time and dates of scheduled parties will be posted in the clubhouse entry and the bulletin board by the maintenance department one (1) week in advance.

**13.3.6** Other occupants shall not be restricted from the use of the pool, restrooms and other facilities outside the main clubhouse area during the time when private parties are being held.



**13.3.7** All private parties shall be conducted in a controlled and orderly fashion.

**13.3.8** Occupants and owners are responsible for any damages or violations caused by or allowed by themselves, their tenants or guests.

(VIOLATION OF ANY OF THE ABOVE RULES WILL RESULT IN LOSS OF PRIVILEGES AND ALL REPAIR COSTS SHALL BE ASSESSED TO UPON THE OCCUPANT/RESIDENTS AND OWNER RESPONSIBLE).

*THIS IS YOUR CLUBHOUSE FACILITY. PLEASE TAKE CARE OF IT AND ENJOY!*

## **SECTION 14 RV RULES AND REGULATIONS**

**Revised June 10, 2014 – Effective July 2, 2014**

### **14.1 THE RV PARKING AREA**

**14.1** The RV Parking Lot is owned and maintained by the Association for use solely by resident owners within the Association and/or their resident tenants, on a first-come, first-served basis. **When the RV lot is full, a waiting list will be maintained by EBMC.**

#### **14.1.2 Parking in the RV Lot is a privilege, and not a right.**

Revocation of this parking privilege can result from any of the following:

- a.)** A third late payment received after expiration of the grace period.
- b.)** Failure to comply with requests from the Maintenance Supervisor, Property Manager, or the Board to move or reposition parked vehicles within three days of the request being made.
- c.)** Failure to maintain parked vehicle in a safe and fully operable condition.

**14.1.3 Parking in the RV Lot must be for either a semiannual or a full year term.**

An annual fee of \$240 per stored vehicle is required if you choose to use the RV Parking Area for the full year; the semiannual fee is \$150. The annual fee is due on the first of January each year. The semiannual fee is due on the first of January, and/or the first of July. There is a 30-day grace period in which to pay the fee. If the rental period is initiated during the current term, the fee will be prorated.

At the conclusion of the space rental period, renter will automatically be billed for a six month renewal, unless each access key is returned to the Association on-site office or EBMC within 15 days.

**14.1.4** Eligible vehicles for storage are hereby defined as camp trailers, campers, boats, utility trailers, and self-contained motorized RVs. No other types of vehicles are permitted to park in the RV Parking Lot unless authorized in writing by the Board.

**14.1.5 Any unauthorized vehicles will be subject to towing, without notice, at the owner's expense.**

**14.1.6** The following requirements must be secured prior to the authorizing of an eligible vehicle to be parked in the lot:

**a.)** Proof of ownership via current vehicle registration receipts fully identifying the vehicle as to type, year, model, and license plate number, as well as proof of valid and current insurance.

**b.)** Proof of residency and written consent from the property owner if the owner of the vehicle is renting or leasing a Parkwood residence from a property owner.

**c.)** Proof of ownership and/or residency must be filed with the office of the Association's management company (Eugene Burger Management Corporation).

**14.1.7** Each resident is limited to **one** camper, camp trailer, or RV and **one** boat or utility trailer.

**14.1.8** Upon filings of proofs listed above, a key and ID sticker will be provided. The ID sticker must be attached to the vehicle or trailer in a prominent place. Issuance of the key and/or sticker to anyone other than the resident owner/tenant is prohibited.

**14.1.9** Please note that the RV Parking Area is not enclosed and the Association does not carry any insurance on the Area or its contents. The owner of the vehicle parked in the lot agrees to hold harmless the Association, its members, Board

and agents both jointly and severally, and hereby agrees that the information given is true and accurate. The Association recommends alarm or security system on RVs for added protection.

**14.1.10** Any damage caused to a stored or parked vehicle, boat, trailer, etc., shall be the responsibility of the owner to cure. Under no condition does the Association guarantee this RV Parking Area to be safe, secure or guarded in any way.

**14.1.11** Any damage caused to Association property by the ingress or egress of vehicle(s) will be the responsibility of the vehicle's owner and full restitution shall be made to the Association.

**14.1.12 The deposit for each access key to the RV lot is \$25.**

A maximum of two (2) keys for any one address may be issued.

The access key fee is fully refundable when each RV lot key is returned to the Association's on-site office, or to EBMC.

**If the original key is lost or stolen, the fee for a replacement key is \$25.**

## SECTION 15

### OUTDOOR FUEL-FIRED COOKING, HEATING, AND LIGHTING APPLIANCES

#### **Permitted in Parkwood:**

Outdoor fuel-fired cooking and heating appliances that:

1. Use wood, pellets, or charcoal for fuel and have covers or lids.
2. Use gas, butane, or propane for fuel—with or without covers or lids.

#### **Prohibited in Parkwood:**

Outdoor fuel-fired cooking and heating appliances that:

1. Use wood, pellets, or charcoal for fuel but do not have covers or lids.
2. Use a liquid or oil for fuel—with or without covers or lids.

#### **Permitted in Parkwood:**

Outdoor fuel-fired lighting appliances that use gas, butane, or propane and use covers or lids. All other fuel-fired lighting appliances are prohibited in Parkwood.

#### **When in use, permitted outdoor fuel-fired cooking, heating and lighting appliances must always be located:**

- a. At least five feet from buildings.
- b. At least five feet from exits.

- c. At least five feet from combustible materials such as wood and liquid fuels, and other combustible liquids and substances.
- d. At least five feet from—and not located beneath—combustible decorations and combustible overhangs, awnings, sunshades or similar combustible attachments to buildings.
- e. Not on exterior balconies.

The intent of these regulations and RFD fire codes is to reduce risks of fire and promote safety in the community. However, homeowners are ultimately responsible for the safe use of outdoor cooking, heating and lighting appliances, including fire prevention. Any damage resulting from violation of the above rules or misuse of appliances by residents/occupants, tenants or guests shall be repaired by the Association at the homeowner's expense.

## Section 16 in Parkwood Homeowners Association Rules and Regulations

### SECTION 16

## Solar Energy System

16.1 The Board recognizes the potential benefits of using renewable energy sources, including solar, and that Association members (Owners) may wish to make improvements to their Units by installing solar energy systems. The Rules and Regulations set forth in this Section 16 shall provide the process and procedures for Board approval for installing solar energy systems while protecting the interests of the Association, and ensuring Owners will maintain, repair and, if or when needed, replace or remove their solar energy systems.

16.2 Owners, who install solar systems, shall be responsible for costs of maintaining, repairing or replacing roof surfaces or structures, other Unit surfaces or structures, or building surfaces or structures that are damaged, or which useful lives are compromised, by the installation, operation, maintenance, repair, replacement, removal or movement of their solar energy systems.

16.3 Although Units' roofs are expected to be unavoidably impacted by installed solar systems, those roofs will also require normal, periodic maintenance, repair and replacement by the Association. Therefore, whenever the Board deems such work necessary, Owners shall, at their expense, move or remove, and reinstall their systems, panels and/or cables, cords or pipes (conduit pipes or any other piping) as determined by the Board to accommodate and facilitate the Association's roof work. Any additional work or expense incurred by the Association that is related to the installation, ongoing presence or effects of an installed solar system will be assessed to the respective Owner.

16.4 These Rules and Regulations shall be binding upon all Owners, and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in a Unit with a solar energy system.

16.5 This Section 16 supersedes any previously adopted guidelines or Rules regarding solar energy systems, and additions or changes in policy terms, including but not limited to conditions, restrictions and responsibilities, may expand or supersede respective prior terms and will be binding upon all Owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in a Unit with a solar energy system. Except for Section 16.6, Section 16 of the Rules and Regulations shall apply to existing solar energy systems. Any Owner with a solar energy system shall be required to execute an acknowledgement in a form approved of by the Association.

#### 16.6 General Requirements for Installing a Solar Energy System (System)

##### 16.6.1. Application Information; System, Panels and Installation; Prohibitions, Utilities

16.6.1.1. Application information: Systems may be installed by an Owner only after: (1) A written application has been submitted to the Board that identifies the brand/manufacturer, model, size, panel type, number of panels, wattage or power output, efficiency rating, location/placement, color, weight, fire rating and hurricane rating; (2) Information has been submitted to the Board about alternative Systems that the Owner investigated, reviewed and considered as a viable alternative before submission of the written application; (3) Name and business affiliation of the qualified, licensed solar-system contractor and information about the contractor's insurance, bonding and license have been

submitted to the Board; (4) The Board has met with the roofing contractor providing the warranty for the Unit's roof, the roofing company has inspected the roof and discussed installation with the System installer, and no issues are expected with installation or compliance with the terms of this Section 16; and (5) Written approval from the Board is received. If the Owner fails to comply with any requirement, the Board has questions about the information submitted, or the Board has questions or concerns with the identified licensed contractor or information about alternative types of Systems that the Owner investigated and reviewed before submission, the Board may place a hold on, or disapprove, the application and require answers, clarification or more information before reconsidering the application. If there is information that the Board deems unclear or ambiguous, or information is incomplete, a blueprint or schematic and/or more detailed specifications of the System, panels or installation may be required to proceed with the review process.

16.6.2. System and Installation. The Board shall consider the following criteria in determining whether to approve the proposed System. No criteria will be applied that decreases the efficiency or performance of the System by more than ten percent (10%) of the amount that was originally specified for the System, as determined by the Director of the Office of Energy.

- a. The System should be aesthetically pleasing, as determined by the Board.
- b. The System should be as consistent as reasonably possible in appearance with Systems, if any, on other Units' roofs and in harmony with its surroundings as determined by the Board.
- c. Unless otherwise indicated, only one (1) System may be installed on the roof over a Unit.
- d. The System should preserve curb appeal and aesthetic consistency as determined by the Board.
- e. The System must be attached to or mounted onto the roof to reasonably minimize roof and other structural damage and interference with ongoing or future maintenance, repairs and replacement of the roof. The installed System must seamlessly blend in with the Unit roofline, maintain architectural and structural integrity of the roof, and have an appearance similar to the roof and other materials as determined by the Board and may be allowed by Nevada law. The System should be placed flat upon, or parallel to, the roof of the Unit. No vertical or angled or slanted solar panels, with respect to the roof, may be installed. In all instances the distance between roof tiles and the System, frames and panels should be as minimal as possible. Low profile, slim-style monochromatic or monocrystalline solar panel systems may be considered according to Board discretion. Except as required by Nevada law, cell, panel and frame colors shall be black or as close to roof tile color as offered by the selected manufacturer and as determined by the Board. Polychromatic/polycrystalline (blue, marbled) solar-panel systems shall not be installed unless required by Nevada law. The System, panels and framing shall not be cantilevered or tilted with respect to the roof or its surface or be an orientation-adjusting System unless required by Nevada law.
- f. System-related cables, cords or pipes shall be routed through the Unit's roof and non-exterior spaces to reach termination or connecting points. If a

termination or connecting point is in or on an exterior element, then the applicable cable, cord or pipe may be routed accordingly. If the installer finds that such routing is not practical or is not possible without substantial added cost, then the installer must consult with the Board and gain approval for routing on the roof and other exterior surface(s) to reach termination or connecting points. Should such routing be necessary and approved, then the Unit's Owner shall: (1) make reasonable efforts, as determined by the Board, to conceal the cables, cord or pipes from view of neighboring units, streets and Common Area; and/or (2) paint the cables, cords or pipes to match the color of the surface(s) on which they are routed. All cables, cords and pipes must be properly attached to the underlying surface structure and must follow the contour of the building in a manner that completely prevents slack and is as straight, neat and orderly as possible as determined by the Board.

- g. Systems should be comprised of photovoltaic panels, photovoltaic modules or photovoltaic cells for converting solar energy into electricity. Should a need arise for an alternative photovoltaic system, but substantially comparable photovoltaic systems are not available, then other types of panels, modules, cells or technologies may be considered by the Board.
- h. A solar thermal collector system shall not constitute a System and, except as may be required by Nevada law, shall not be installed.
- i. The System shall be installed only on the Unit's roof surface and shall not be installed in or on any Common Area or Limited Common Area, including but not limited to the ground in the front yard, back yard or side yard. System-related cables, cords or pipes must be routed according to provisions of subparagraph f above.
- j. Building-Applied (BAPV) and Building-Integrated (BIPV) panels—panels attached directly onto building exteriors or incorporated into the Unit's "envelope" (roofs, walls, facades, doors, windows, fences and other structures), respectively—i.e., panels that are not fastened on or in frames that are then mounted onto or bolted onto Unit roofs—may not be installed in or on any part of the Unit or its exteriors, including garages or other buildings or structures.
- k. Installation of any System must be in compliance with all rules and regulations and governing documents. Common Area may be used for access when installing the System only as may be required. Any repairs of damage to the Common Area, Limited Common Area, the Unit's roof or Unit exteriors, surfaces or structures resulting from installation or maintenance of a System will be assessed to the Owner.
- l. The System installer shall agree to work inclusively with the Association's roofing contractor in the installation process. Working inclusively includes, but is not limited to, meeting prior to installation activity; review and verification of proper installation methods, work practices and installation quality; giving prior notice to the roofer when work will take place and is taking place; and giving notice to the roofer when installation is complete. Working inclusively may also include the roofer's direct involvement in the installation process and the roofer's inspection and approval of the finished work if determined by the Board. Any issues, damages or other identified matters shall be the sole responsibility of the current or future Owner to address and resolve with the System installer at

his, her or their expense, including but not limited to all damages and/or repairs or other changes required and associated with the installation or presence of the System on the roof.

- m. Prior to installation or reinstallation, any scheduled roof repairs, maintenance or replacement may be taken into consideration by the Board, and installation or reinstallation of the System, panels or cables, cords or pipes may be delayed until the scheduled work is completed and provisions of subsection l above have been met. The installation or reinstallation approval process will then proceed, and the Board will specifically designate when the installation or reinstallation may be scheduled.
- n. Owner is responsible for all direct and indirect costs relating to or arising in any way from, the System, System installation and subsequent issues including, but not limited to, ancillary costs including but not limited to roof inspection fee; roof preparation; any required city, county or state permit fees; and any costs or fees required by the utility provider.

16.6.3. Prohibitions related to Systems and installation locations:

- a. Except for the roof and other exterior surface of the Unit, no portion of the System may be located in or on Common Area, including Limited Common Area, or any other Association Property or area under Association responsibility to maintain, repair or replace unless approved by the Board.
- b. No System that may be or may become a safety hazard may be installed.
- c. No System may be installed that services more than one Unit.
- d. Wind energy systems may not be installed.

16.6.4. Electric Utility: Owner will be responsible for costs associated with the System design modifications, upgrades or other changes, including but not limited to interconnections, transformer upgrades or replacement; Unit alterations, Unit electric panel modifications or replacement; or service upgrades required by the Owner's electric utility service provider. However, prior review and approval by the Board is required for changes involving areas or specific elements that are Association property or under Association authority or responsibility to maintain, repair or replace.

16.7. Maintenance Requirements. Owners of Units with Systems are responsible for all maintenance, repair and replacement of their Systems, panels, cables, cords or pipes and resulting or associated costs related to the System or placement on or through the Unit's roof and non-exterior spaces including, but not limited to, the following:

1. Install (or reinstall), repair, maintain, and move or remove the System, panels, cables, cords or pipes except no access to the roof shall be allowed without prior written approval and all work and access to the roof must be by a licensed and insured contractor;
2. Repair damage to any property, including but not limited to the roof or Unit surface or structure, caused by the installation, existence, maintenance or use of the System, panels, cables, cords or pipes;
3. Replace the System or panels if their exterior surface(s) deteriorates;
4. Be solely responsible for all damages of whatsoever nature incurred as a result



of the operation, repair, maintenance, removal or movement of the System, panels, cables or pipes;

5. Be responsible for indemnifying the Association to the fullest extent necessary in the event any roof warranty is voided in part or in whole;

6. Be responsible for any expenses associated with removal and/or reinstallation of the System, panels or cables, cords or pipes in the event any repairs or replacements of, or access to, the roof is needed as determined by the Board; and

7. Remove the System if it becomes inoperable or is no longer used.

8. Be responsible for any other damage to Unit exteriors or structures, and building exteriors or structures, caused by or related to the installation, existence, maintenance, use or removal of the System, panels or cables, cords or pipes.

16.8. No Disrepair or Safety Hazard. Owners shall not permit their System, panels or cables, cords or pipes to fall into disrepair or become a safety hazard as determined by the Board. Owners shall be responsible for the maintenance, repair, replacement, and the prompt correction of any related problems or safety hazards within a reasonable time as determined by the Board. If the Owners fail to comply, the Association may remove the System, panels and cables, cords and pipes and assess the costs to the applicable Owner(s). The Association shall limit access to the roof on which a System is installed.

16.9. Repair or Removal of Detached System. If a System becomes fully or partially detached, the Unit Owner(s) shall ensure a licensed and insured contractor repairs or removes such System within seventy-two (72) hours, or within a reasonable time, of the detachment as determined by the Board. If the Owners fail to comply, the Association may remove the System, panels and cables, cords and pipes and assess the costs to the Owner. The Owner(s) is responsible for all costs related to the repair or removal of the System and all costs related to the repair or replacement of areas of roofing and other structure(s) directly or indirectly impacted by the installation, repair or removal of the System.

#### 16.10. Safety Requirements

1. Compliance Standards. Systems shall be installed and secured in a manner that complies with all applicable city and county ordinances, state laws and other governmental regulations, manufacturer's instructions and any applicable provisions of the Association's governing documents or that the Board may impose to protect the interests of the Association. Owners shall, prior to installation or as soon thereafter as reasonably possible, provide the Association with a copy of all applicable governmental permits that are required for installation and/or maintenance of a System.

2. Professional Installation. Only professional installers with current an applicable State of Nevada contractor's licenses and insurance shall install Systems. Licensed roofing contractors may be involved in installation and subsequent matters related to the installed System and roof.

3. Accessing the Roof. No individual shall access the roof with the exception of a licensed and insured contractor for the purpose of installation, maintenance, repair or removal of the System, panels or cables, cords or pipes and only upon prior notice and Board approval. Fourteen (14) days prior notice must be provided of

any proposed access; notice shall include the name of the licensed contractor, copy of the certificate of insurance, date(s) of such access and reason or purpose. Written approval shall be provided by the Board or an Association agent and designate the day(s) and date(s) roof access is permitted.

#### 16.11 System Removal and Unit/Roof Restoration.

16.11.1. Restoration by Owner. If an Owner's System, panels or cables, cords or pipes are removed for any reason, other than temporarily for timely repair(s) or roof work, then the Owner must restore the Unit and the roof at the Owner's expense and to the conditions that existed prior to the installation of the System.

16.11.2 Timeline for Unit and Roof Restoration. The restoration of the Unit and roof must be completed within thirty (30) days, or within a reasonable time as determined by the Board, of the removal of the System, panels or cables, cords or pipes; or, if applicable, prior to closing of escrow if transfer of ownership and/or financing is involved.

#### 16.12. Application Procedure/Prior Approval.

16.12.1. Prior Application. Any Owner desiring to install a System upon their Unit must submit prior written application to the Board in care of the Association's community manager. The prior application for approval of the System should be made by the Owner and received by the Board at least ninety (90) days prior to the anticipated date of installation. The application must include specific details as described in 16.6.1 and regarding the intended placement of the System, together with a plot plan of Unit drawn to scale showing the proposed System and any and all related equipment and wiring in relation to the existing structures, all easements, set back requirements, and Unit lines and boundaries. The application must name the individual(s) and contracting company that will be installing the System and provide copies of all licenses and declaration insurance pages. The ninety (90) days timeline may be extended by the Board at its discretion to allow adequate time and opportunity to review the proposal, ask questions and/or obtain more information.

16.12.2. Prior Approval. Prior to scheduling the installation of a System, in addition to the installer's required meeting with the roofing company providing the warranty on the Unit's roof, the Owner must first obtain the prior written consent of the Board. The decision whether to allow a System to be installed upon a Unit shall be at the sole discretion of the Board subject to the terms of this Policy. The Owner shall hold the Board harmless and without liability should its review and approval process require an extension of the ninety (90)-day lead time cause the Owner to incur added costs, expense, fees, penalties or forfeiture of prior deposits against purchase(s) of equipment or accessories, or installation.

#### 16.13 Enforcement.

16.13.1. Fines, Costs, Attorney's Fees. In addition to any provisions in Section 9 of these Rules and Regulations, if any of these Rules in Section 16 are violated, the Board of Directors may, after providing notice and an opportunity to be heard, assess a fine of up to \$100.00 for each violation. If the violation is not corrected

within a reasonable length of time, as established by the Board, a fine of up to \$100.00 per week for each week that the violation continues may be assessed. In addition to all applicable fines, the Owner shall be responsible for paying the Association's reasonable attorney's fees, costs, and other expenses incurred in the enforcement of these Rules. All assessments for violation charges, costs and attorney's fee are immediately due upon notice given and if not paid within thirty (30) days, a Notice of Delinquent Assessment Lien may be recorded as provided within the Collection Policy. In addition, the Association may bring an action for declaratory relief or commence any other action allowed by Nevada law.

16.13.2. Safety Hazards. If the Solar Energy System installation or maintenance issues pose or result in a serious or immediate safety hazard as determined by the Board, the Association may seek injunctive relief to prohibit installation, seek removal of the System, and/or enforce applicable provisions of the Association's governing documents.

16.13.3. Non-Exclusive Remedies. The remedies set forth in this Section 16.13 are not the Board's exclusive remedies for violations of these Rules, but rather are in addition to any other remedies available to the Board as provided by law or the Governing Documents.

16.14. Indemnification. Any Owner with a System, whether installed by that Owner or a predecessor, is solely liable and responsible for compliance with terms of this Section 16 and future terms of any revised Section 16 and any damages, either personal or property, incurred by the Association, its members, occupants, agents, successors, assignees, community manager, employees or any other person claiming damage as a result of the System.

16.15. Severability. If any portion of these Rules is ruled invalid by a court, then the remaining provisions of these Rules shall remain in full force and effect.

#### **Certification of Adoption, Distribution, Online Accessibility and Effectiveness**

The undersigned certifies this Section 16: 1) was adopted on July 7, 2023, and added to the Association's Rules and Regulations; 2) was distributed on August 9, 2023, via U.S. mail or email to each Owner of record; posted to the Association's Web site; 3) became effective on September 8, 2023; and 4) as part of the Association governing documents, will be included in future resale packages.

Sheryl A Lipari  
Signature

President  
Title

**THIS AGREEMENT FORM TO BE A SEPARATE DOCUMENT**

**Owner Acknowledgement and Acceptance of Parkwood's Section 16 of the Rules and Regulations, Solar Energy System**

I/We—\_\_\_\_\_ and \_\_\_\_\_—are the undersigned and have received Parkwood's Rules and Regulations, including Section 16, Solar Energy System and have reviewed, understand and accept all terms of the Section 16, including but not limited to conditions, restrictions and responsibilities therein. I/We further agree to abide by and adhere to all terms and further understand and accept that Parkwood's Section 16 Solar Energy System shall be binding upon all Owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future possess an interest in this Unit located at \_\_\_\_\_.

I/We further understand, accept and agree that Parkwood's Section 16, Solar Energy System supersedes previously adopted guidelines and Rules pertaining to this same subject matter; and future changes to Section 16 shall supersede respective provisions in the current Section 16.

I/we further understand and agree that I/we must hire and retain only Nevada State licensed and insured contractors to perform any and all installations, maintenance, repairs, removals or modifications of my/our solar energy system, including frames, mountings, panels, cables, cords and pipes.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

\_\_\_\_\_/\_\_\_\_\_  
Owner signature Printed Name

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Owner signature Printed Name

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Owner signature Printed Name