

PARKWOOD HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS

Revised January 2026

Living in a common-interest, or condominium, community requires a higher degree of conformity, cooperation and consideration for other Owners 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 Bylaws and Nevada Revised Statutes, Chapter 116 (NRS 116).

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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 Bylaws, 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. This includes but is not limited to driveways, garage aprons, walkways, patios, yards and balconies. 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 1/112th 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, 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).

1.1.6 Nuisances: Any activity, condition, or thing which causes trouble, annoyance, or inconvenience to an Owner, or disturbs the privacy and quiet enjoyment of the community as determined by the Board in its sole discretion as provided in Section 1.2.2. Nuisances may include, but are not limited to, loud noises, antisocial conduct, inappropriate attire, skating, riding skateboards, and playing music that can be heard by a neighbor. CC&Rs Paragraph 7

1.1.7 Fines: The Board may levy a fine or fines against an Owner for failure of the Owner or tenants, guests or invitees to comply with the Association's CC&Rs, Rules and Regulations and/or other governing documents.

1.1.8 Managing Agent or Community Manager: The Community Manager of record of the Parkwood Association is: Equus Management Group, 5480 Reno Corporate Dr #100, Reno, NV, 89511.

1.1.9 Project: All of the premises of Parkwood.

1.2 STANDARDS AND OBLIGATIONS

1.2.1 Patios, decks and balconies should be kept clean and uncluttered. They may not be used as storage areas. Any flammable items i.e. boxes, paint cans, etc. shall not be kept on decks, patios and balconies. All items on the patios, decks and balconies must be below the fence line and not visible from Common Areas (excluding umbrellas and plants) or adjacent Units. CC&Rs Paragraph 8

1.2.2 No Owner shall maintain, or allow to be maintained, any Nuisance in and about the Association. The Board shall, in its sole discretion, determine what shall constitute a Nuisance. CC&Rs Paragraph 7

1.2.3 Persons are not permitted to climb on fences, gates, masonry walls, trees, shrubs or roof areas and shall not engage in any activity that is possibly harmful or damaging to any building, structure, landscaping or Common Area. Throwing rocks, etc., on the lawns, Common Areas, and/or in the streets will not be permitted. CC&Rs Paragraph 7

1.2.4 The Common Area is for the use and enjoyment of all occupants and is not to be used as a playground area for organized group activities such as picnics, football, baseball, and other such games or sports if they unreasonably interfere with the use of the Common Areas by other residents. Toys, bicycles and other items such as gym sets and portable swimming pools are not to be placed, used or left on any Common Area. All toys, bicycles, swimming pools, etc., are to be kept within the patio, balcony or garage of the Unit. Any of the above items will be removed from the Common Areas. The items will be stored in the maintenance shop for a two (2) week period, and, if not claimed within that time, such items will be disposed of as determined by the Association. CC&Rs Paragraph 7

1.2.5 No wood or other fireplace material shall be stored on Common Areas. Firewood may be stacked neatly in the Limited Common Area, below fence line so to be out of sight. Any damage resulting from such storage to exterior siding, walls or fences shall be repaired by the Association at the Owner's expense.

1.2.6 Wood burning stoves and fireplaces shall be inspected by a licensed inspector annually. Gas burning fireplaces shall be inspected by a licensed inspector every five years. Because of the fire risk of our common walls, the Association requires proof of inspection in the above timeframes. Any cleaning or repairs recommended during the inspection must be completed within 90 days of the inspection. The inspection and any necessary cleaning and repairs are at the Owner's expense and it is the Owner's responsibility to provide evidence of such inspection and any cleaning or repairs completed. Failure to perform the inspection and provide proof of such inspection and/or cleaning and repairs will be subject to a fine as listed in Section 8 of these Rules and Regulations. CC&Rs Paragraph 12 (d)

1.2.7 Dryer vents shall be inspected and cleaned by a licensed inspector every two years. Any repairs recommended during the inspection must be completed within 90 days of the inspection. The inspection and any necessary cleaning and repairs are at the Owner's expense. Because of the fire risk of our common walls, the Association requires the Owners to have the inspection and cleaning performed and provide the Association with proof of

inspection and cleaning in the above timeframes. Failure to perform inspection and cleaning and provide proof of inspection and cleaning every two years will be subject to a fine as listed in Section 8 of these rules and regulations. CC&Rs Paragraph 12 (d)

1.3 REFUSE/TRASH CONTROL

1.3.1 No garbage, refuse, discards or obnoxious, offensive materials shall be permitted to accumulate on any portion of the Project, and the Owner and/or occupant of the Unit shall cause all garbage and other like materials to be disposed of by, and in accordance with, accepted sanitary practice. CC&Rs Paragraph 12 (d)

1.3.2 Garbage, refuse and recycle bins can be put out for collection the night before the morning that collection is made. All wet garbage must be in suitable collection containers with secure lids. Plastic bags must be secured. Clean up of any garbage that is not suitably contained and is scattered by animals shall be the responsibility of the occupant and/or Owner. Empty trash containers and recycle bins must be returned to the interior of the Unit or garage or stored so that they are screened from view from any Common Area, sidewalk or any adjacent Unit no longer than twelve (12) hours after scheduled removal service. CC&Rs Paragraph 12 (d)

1.3.3 No resident or occupant shall keep or permit to be kept any unsightly object or objects in and about his/her Unit or Limited Common Areas that are visible from the exterior of such Unit from any Common Area, sidewalk or adjacent Unit. The definition of unsightly is at the sole discretion of the Board. CC&Rs Paragraph 8

1.3.4 It is the occupant's responsibility to dispose of Christmas trees and they shall be prohibited to be left so as to be visible from the exterior of a Unit from any Common Area, sidewalk or adjacent Unit. CC&Rs Paragraph 7

1.4 BOARD RESPONSIBILITIES

1.4.1 The Board of Directors and Managing Agent(s) shall have the right to any remedy allowed under Nevada law to prevent or stop violation of any of these Rules and Regulations by injunction or other lawful procedure and to recover damages resulting from such violation, including interest thereon. Remedies shall be cumulative. Owners and occupants must report violations of these Rules and Regulations to the Managing Agent(s) in writing. If any violation of these Rules and Regulations constitutes an emergency, notification by telephone to the Managing Agent(s) or Board is warranted and shall be accepted.

1.4.2 Invalidity of any of these Rules and Regulations by court judgment or decree shall in no way affect any of the other Rules and Regulation, and such other provisions shall remain in full force and effect.

SECTION 2 **PETS**

2.1 PERMITTED PETS

2.1.1 No animal, meaning every living creature, except members of the human race, shall be raised, housed or kept in the Project except dogs, cats, or other household pets that are of

such nature as not to interfere with the safety, comfort and quiet enjoyment of other residents; provided they are not based or maintained thereon for any commercial purpose.

2.2 CONTROL OF PETS

2.2.1 No pet shall be permitted in any Common Area or unenclosed Limited Common Areas unless secured to its owner by a leash or otherwise restrained.

2.2.2 No pet shall be allowed in any Common Areas or unenclosed Limited Common Areas, even if leashed or otherwise restrained, if such pet's behavior is creating a nuisance or is aggressive or threatening to any person in the community.

2.2.3 Aggressive or threatening behavior may result in enforcement action. Any aggressive or threatening behavior that poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or residents of the community may be subject to increased fines commensurate with the severity of the violation.

2.2.4 If, after notice of a violation of the above rules, a pet owner (or the Owner of the Unit) fails to cause the offending behavior to cease, the Board may, in its sole discretion, fine the owner or assess the Unit in which the pet resides or order the pet owner to remove the pet from the community or impose any other sanction allowed by Nevada law.

2.3 LIABILITY FOR DAMAGE

2.3.1 The Owner of a Unit where the pet resides shall be liable for all damage to any building, Common Area, landscaping, improvement, or other property brought about by the activity of such pet.

2.4 CLEANING UP AFTER PETS: PET OWNER RESPONSIBILITIES

2.4.1 The resident of the home where the pet resides has the responsibility to clean up all waste immediately after the pet defecates in Common Areas or unenclosed Limited Common Areas. The resident of the home where the pet resides also has the responsibility to clean up all waste in enclosed Limited Common Areas within 24 hours. Pet fecal matter can cause health problems, damage to vegetation and attract vermin.

2.4.2 Owners who do not clean up after their pets as outlined in 2.4.1 may be fined for each witnessed and reported violation of this policy and may be subject to increased fines if the violation(s) poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Owners or residents of the community. Owners are responsible to inform any tenant, invitee or guest of these requirements and may be responsible for any violation of this Section 2.

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 or Limited Common Area and under the authority and control of the Association. CC&Rs,

Paragraphs 1(f); 2(b), 2(c), (7)

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)

3.1.3 Unregistered vehicles are prohibited from parking on streets, driveways and other parking areas and are considered a violation subject to fines. 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)

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. Cars parked in, intruding into, blocking or encroaching on fire lanes may be immediately towed at the vehicle owner's expense.

3.1.7 Use of streets, driveways and other parking areas within Parkwood for play or recreation shall not block the flow of traffic or prevent access to any driveway, street or parking area. CC&Rs, Paragraph (7)

3.1.8 Use of bicycles, skates, skateboards, scooters, wagons and other self-propelled or motorized recreational equipment are permitted on streets and driveways but shall not block the flow of traffic. All recreational equipment must be stored inside homes or garages; not in Common Areas or Limited Common Areas.

3.2 RESIDENT (OWNER/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 shall be hung from the vehicle's rearview mirror and the 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 permits are prohibited from parking in Limited Common Areas and Common Areas within Parkwood.

3.2.6 Parking in one specific, marked parking space is limited to 72 consecutive hours. The nominal movement of a vehicle will not constitute compliance.

3.2.7 All four wheels of any vehicle parked in Parkwood must be completely and clearly within the marked parking space. For a vehicle parked in a driveway, the driveway must be long enough—as measured from the garage door to the end of the concrete driveway—to fully accommodate the vehicle. Tires shall not encroach into a gutter or fire lane or onto landscaping. No portion of any parked vehicle shall overhang or protrude into a fire lane or block the flow of traffic on any street. CC&R Paragraph 7

3.2.8 No trailers (i.e., travel, boat, horse, utility, etc.), campers, motor homes (recreational vehicles or RV's) are to be parked on any street, in any driveway or in any marked parking space in the Property. Storage within garages or in the RV Parking Area is allowed. Habitation of such vehicles on the Property is strictly prohibited.

EXCEPTION: For purposes of trip preparation, loading, unloading or cleaning upon return, any travel trailer, camper or motor home may be parked in a unit driveway, or if too large, in a marked parking space for up to twenty-four (24) hours. However, upon completion of trip preparation, loading, unloading or cleaning upon return, or at the expiration of 24 hours, whichever occurs first, the trailer, camper or motor home must be removed from the driveway or marked parking space and parked either in the RV Parking Area or off of the Property.

EXCEPTION: Construction trailers provided by commercial contractors and required by written contract may remain in the Property until work is completed (See 3.2.9.1). For RV Parking Area availability, fees and regulations see Section 13.

3.2.9 Vehicles, including but not limited to, cars, SUVs, 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.

3.2.9.1 The following exceptions may be allowed if Parkwood's community 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 not initiated by the Association, 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 violations or towing rules may apply.

3.2.10 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 to 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.

3.2.11 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.

3.2.12 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.

3.2.13 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 Owner.

3.3 VIOLATIONS OF STREET USE AND PARKING RULES

3.3.1 Owners of vehicles in violation of street use restrictions and parking are subject to violation notices and fines or towed at the vehicle owner's expense.

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 certain 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, 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.

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 a parking space designated for the handicapped; or
2. Poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of Owners, residents and guests of Parkwood.

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.

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

SECTION 4 **SIGNS**

4.1 No signs or flyer holders on the exterior of buildings, fences, or common areas are allowed, with the exception of Association information.

4.2 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 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. One directional sign may be placed at the Owner's street intersection with Millbrook, one sign may be placed at each entrance to Parkwood, and one sign may be placed in front of the Unit. Signs must be removed at the end of the showing. No more than four (4) 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.

4.3 Political signs in the physical portion of the Project as the Owner or occupant has the right to occupy and use exclusively shall be allowed subject to the conditions in NRS 116.325.

SECTION 5 **OWNER AND TENANT RESPONSIBILITIES**

5.1 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 is 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.

5.2 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.

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

5.4 No Owner shall rent or lease his or her Unit for transient or hotel purposes or for any period less than ninety (90) consecutive days. No Unit shall be divided into two or more separate apartment or subdivisions in any manner.

5.5 Each Owner shall notify the Community Management Company of the Tenant's names and other pertinent information.

5.6 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.

5.7 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.

5.8 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.

5.9 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 physically conducted from within the residence, including all Common Areas and community facilities.

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.

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.

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.

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 Project.

6.1.6 No shed, tent, trailer, or other temporary structure of any kind shall be permitted in Common Areas for any purpose except for use related to construction and/or repairs. Advance, written Board approval is required for this purpose.

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 written approval from the Board.

6.2 BUILDING EXTERIORS

6.2.1 Except as provided, Parkwood Homeowners Association is responsible for painting, repairing, maintaining and replacing all exterior walls, roof and other exterior surfaces of buildings, including Units, and for all costs thereof. Unit Owners are solely responsible for the maintenance, repair, or replacement of any exterior element solely related to the Unit, including but not limited to windows, skylights, screens, doors, garage doors, and gutters,

including all expenses.

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.

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.

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 or planters adjacent to their Limited Common Area they may make a written request of the Board detailing specific plant materials to be used. Subject to prior written approval of the Board they, and any subsequent owner, accept the responsibility at their own expense to install and maintain such areas. If the Owner fails to maintain the areas the Association may remove the plantings. No trees or large growing shrubs may be planted within the Limited Common Area without prior written permission of the Board. Any unapproved trees or shrubs may be removed by the Association at the Owner's expense.

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.

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, and any subsequent Owner, is solely responsible for maintenance, repair, or replacement of any exterior element solely related to the Unit, including but not limited to all windows, skylights, screens, doors, garage doors and gutters, including all expenses. 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 Owner.

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 contractors to perform the work in order to be in compliance with Reno Municipal Building Code.

6.4.4 No unsightly items may be attached to, displayed, or hung from the exterior of any building, fence, shrubs, or trees. The definition of unsightly is at the sole discretion of the Board. and the Board at its sole discretion may have the unauthorized items removed, at the expense of the Owner.

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.

6.4.6 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 or State of Nevada 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. No flagpoles in the Common Area will be allowed.

6.4.7 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. Antennas or satellite dishes that have been unused for more than sixty (60) days must be removed at the Owner's expense.

6.4.8 No permanent, visible ham radio or "CB" antenna of any kind or type shall be permitted upon any Parkwood property.

6.4.9 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.

6.4.10 No solar devices or panels of any kind shall be allowed without prior written approved 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.

6.4.11 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.

6.4.12 All windows must be hung with drapes, curtains, blinds, shades or shutters. No other types of window coverings, such as paper, aluminum foil, sheets, etc., may be used.

6.4.13 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.

6.4.14 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.

6.4.15 No material modifications, alterations or relocations to already approved plans and architectural requests will be allowed unless approved by the Board.

6.4.16 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 The By-Laws and CC&Rs for Parkwood establish the basic guidelines for the conduct of the Owners, occupants and the actions of the Board. The Board is responsible for authorizing exterior repairs to the Unit at the Owner's 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

7.2 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, but not an exhaustive list, of personal request for improvements are the installation of rain gutters, installation of skylights, replacement of windows, doors and screen/security doors, replacement of concrete walkways, front patios and/or front porches with pavers or other materials, and planting of trees and shrubs for the benefit of the Owner.

7.3 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.

7.4 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.

SECTION 8 **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 a member 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 is your ultimate responsibility.

Therefore, whether an Owner, tenant or guest violates a provision in Parkwood's governing documents, the responsible party or parties and/or the Owner 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.

8.1 ENFORCEMENT POLICY AND PROCEDURES

8.1.1 If an Owner, tenant or guest violates any provision of Parkwood's governing documents, the executive Board may:

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

- A.** Voting on matters related to Parkwood; and/or
- B.** Using the Common Elements and/or Association Facilities. The provisions of this subparagraph do not prohibit the Owner, 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.

8.1.1.2 Impose a fine against the Owner 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 Owner 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, Limited Common Area or Common Area 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 Owner shall not be deemed to have received written notice unless written notice is mailed to the address of the Unit and, if different, to a mailing address specified by the Owner.

8.1.1.3 Send a written notice to cure an alleged violation, without the imposition of a fine, to the Owner 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, Limited Common Area or Common Area or an act or a failure to act, of which it is possible to obtain a

photograph;

D. Provide the Owner 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.

8.1.2 If a fine is imposed pursuant to subsection 8.1.1, 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.

8.2 HEARINGS

8.2.1 If the alleged violator, or the responsible party (Owner or tenant) 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.

8.2.2 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 (homeowner or tenant) if a guest was the violator, in writing of its decision(s) within a reasonable period of time.

8.2.3 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.

8.2.4 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.

8.2.5 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.

8.3 FINES

8.3.1 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 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 8.1.2 are not limited to the \$100 per violation limit.

A fine schedule is attached as Exhibit 1.

8.3.2 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.

8.4 OTHER SANCTIONS

8.4.1 The executive board may require the violator and/or the responsible party (Owner or tenant) if a guest was the violator, to:

Acquaint himself or herself with the Rules, CC&Rs, and other governing documents of the Association;

Refrain from further violation thereof; and/or

Make restitution to the complainant if appropriate.

8.4.2 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.

8.4.3 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.

8.5 RESPONSIBILITY FOR, AND COLLECTION OF, FINES

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

8.5.2 Owners 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.

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

8.5.4 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 Nevada law.

8.5.5 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.

8.6 COMPLAINTS

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

8.6.2 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.

8.6.3 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 8.1 and other subsections in this section.

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

The Association's legal position does not justify taking action;

The rule to be enforced may be inconsistent with current law;

The alleged violation is not so material or objectionable to a reasonable person as to justify expending the Association's resources; or

It is not in the Association's best interest to pursue enforcement action.

8.6.5 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.

SECTION 9 **ASSOCIATION FACILITIES**

9.1 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, bathrooms, showers and saunas, and all outdoor or indoor areas appurtenant to the Property.

9.2 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 \$100.00. When keys are returned a refund will be issued or your account will be credited. Keys that are stolen will be replaced at no charge if a police report is presented with the replacement request.

9.3 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.

9.4 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.

9.5 Resident owners and occupants shall have priority over any guests in the use of any Association Facility at all times except any time the clubhouse and kitchen have been reserved with the Association's Management company for exclusive use.

9.6 At least one resident Owner, occupant or guest in any group using any Association Facility must possess an Association key during use of the Association Facility.

9.7 While a Unit may have multiple owners listed on the deed no more than 2 Owners or tenants may use any Association Facility at the same time. In addition, each Unit is limited to a total of six (6) guests at any Association Facility at any given time regardless of the number of owners present. The Board may make exceptions under special circumstances upon written request.

9.8 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 result in immediate revocation of privileges of using Association Facilities. The Board may also assess a penalty or implement sanctions resulting from the violation.

9.9 Smoking is prohibited in or around Association Facilities including the clubhouse and pool grounds.

9.10 Any violations of the provisions of this Section 9, Section 10 (Swimming Pool Rules), Section 11 (Tennis Court Rules) or Section 12 (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 10 **SWIMMING POOL RULES**

10.1 Any person using the pool does so at his/her own risk, as there is NO LIFEGUARD on duty.

10.2 Parkwood residents or guests aged 14 years and older may use the swimming pool without supervision, provided they can meet the following safety and behavior standards:

10.2.1 Swimming Competency

- Swim continuously for at least 100 yards using a recognizable stroke; and
- Tread water for 2 minutes without assistance; and
- Demonstrate safe pool entry and exit; and
- Understand and follow basic water safety rules.

10.2.2 Behavioral Expectations

- Always follow all posted pool rules; and
- Refrain from disruptive, unsafe, or disrespectful behavior; and
- Respond appropriately to emergency instructions or directives from Association staff or lifeguards (if present).

10.2.3 The Association reserves the right to require a swim assessment or to revoke unsupervised access for any individual who:

- Does not meet the above requirements; or
- Poses a safety risk to themselves or others; or
- Repeatedly violates pool rules.

10.3 Parkwood residents or guests under the age of 14 or those that do not meet the provisions of Section 10.2 must be accompanied during swimming pool use by a responsible person aged 16 or older who does meet the provisions of Section 10.2 and is capable of supervising and responding to emergencies.

10.4 Appropriate swimwear shall be worn by all swimmers. No regular diapers are allowed in the swimming pool, infants and toddlers must wear swim diapers. No street clothes or cutoffs shall be worn in the pool.

10.5 The use of water- or gel-based sunscreen is encouraged, but the use of suntan oil is prohibited as its oil base can clog the pool filter.

10.6 Beverages are permitted in the pool area in unbreakable containers. No glass of any kind is permitted. Smoking is not permitted anywhere within the fenced pool area.

10.7 Regular pool hours are from dawn until dark daily.

10.8 Guests of residents may use the pool in accordance with the provisions of Section 10.

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

10.10 Diving is prohibited.

10.11 No decorations may be used or attached to any surface in the pool area unless approved by the Board.

10.12 Temporary shade structures (canopies, pop-up tents, tents, etc.) are not allowed to be used or placed on the pool deck.

SECTION 11 **TENNIS COURT RULES**

11.1 Any person using the tennis court does so at their own risk.

11.2 All players and spectators shall exercise common courtesy.

11.3 Tennis courts are open daily from dawn until dark.

11.4 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.

11.5 No food or drink shall be permitted on the tennis courts (exception: water in plastic or non-

breakable containers).

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

11.7 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.

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

11.9 Any person using the tennis courts must do so in accordance with the rules of tennis etiquette and good sportsmanship.

11.10 Events approved by the Association have priority.

SECTION 12 **CLUBHOUSE RULES**

12.1 CLUBHOUSE RULES

12.1.1 Regular clubhouse hours are from 6 A.M. to 10 P.M. daily. Access to Facility is by use of issued pool key only.

12.1.2 There shall be no bare feet or wet swimsuits in the clubhouse except for the restrooms.

12.1.3 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.

12.1.4 Thermostats are locked and monitored by the Association or management 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.

12.1.5 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.

12.1.6 Access to the kitchen is prohibited unless Owner/occupant has reserved the clubhouse for a paid function. Use of the outdoor barbecue grill is prohibited unless Owner/occupant has reserved the clubhouse for a paid function and paid the associated usage fee.

12.1.7 Littering in the clubhouse facility is prohibited. Users of the clubhouse are responsible for cleaning up all trash.

12.1.8 Upon leaving the clubhouse, turn off the lights and close all windows, blinds and doors.

12.1.9 No smoking or use of electronic cigarettes is allowed in the clubhouse.

12.2 FITNESS CENTER RULES

12.2.1 For safety, access to the Association's fitness center and use of its equipment is subject to age-based rules based on the recommendations of the American Academy of Pediatrics.

12.2.2 Access to the Association's fitness center is limited by age:

- 0–5 years: No access to the fitness center at any time due to the high risk of severe injury from moving belts, flywheels, pinch points, and heavy implements.
- 6–12 years: Access only for passing through with an adult; exercise is not permitted. May not use any motorized or mechanical cardio equipment or resistance machines/free weights.
- 13–15 years: Entry only with direct, on-floor supervision and consent by a parent/guardian (18+). Permitted activities: bodyweight exercise; light resistance training focused on technique; select machines set to light/moderate loads; resistance bands; flexibility and mobility work. Prohibited: motorized treadmills and similar powered cardio machines; unsupervised use of any machine; free-weight maximal lifts; powerlifting/Olympic lifts; spotting for others.
- 16–17 years: Entry allowed with a signed parental consent and completion of a one-time orientation; adult must be physically present in the facility (same room) during use. Permitted: select machines; light-to-moderate free weights with strict technique. Powered cardio machines allowed only after orientation and with an adult present in-room. Prohibited: powerlifting/Olympic lifts and single-repetition maximal attempts.
- 18+ years: Full access subject to posted rules.

12.2.3 Fitness center equipment-specific safety rules:

12.2.3.1 Treadmills and Powered Cardio: Keep children under 13 completely off and away from treadmills; never allow a running treadmill when minors are present without an adult standing by the controls. Maintain adequate clearance behind treadmills.

12.2.3.2 Resistance Training: Youth programs emphasize technique, balanced programming, and gradual progression. No power/olympic lifts or maximal efforts until physical and skeletal maturity.

12.2.3.3 Free Weights & Machines: Use collars; re-rack weights. Spotters must be 18+. No lifts over the face/neck without an experienced adult spotter.

12.2.3.4 General: No food or glass. Closed-toe athletic shoes required. Disinfect equipment after use. Immediately report malfunctions or injuries to management.

12.2.4 Fitness center supervision, orientation, and consent:

12.2.4.1 A parent/guardian must sign the Fitness Center Consent & Waiver annually for fitness center users under 18 years of age and submit a signed copy to the Association's management company. The Fitness Center Consent & Waiver can be obtained from the Association's management company.

12.2.4.2 A parent/guardian must complete an orientation with all fitness center users ages 13–17 before first use; a refresher is recommended annually. The orientation must consist of a brief safety walkthrough covering gym rules, proper use of equipment, emergency procedures, and sanitation.

12.2.5 Fitness center definitions:

12.2.5.1 Direct Supervision: A parent/guardian (18+) or designated adult within arm's reach and giving their full attention to the minor.

12.2.5.2 Maximal/Power Lifts: Single-repetition maximal efforts and Olympic-style lifts (e.g. clean and jerk, snatch), including attempts to lift near-max loads.

12.3 VANDALISM (intentional damage or defacement)

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

12.3.2 VANDALISM WILL NOT BE TOLERATED. If it occurs, every effort will be made to determine the perpetrator(s). The common room and gym of the clubhouse are under continual video monitoring. 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 or occupant. Potential penalties may require ALL owners or occupants of involved addresses to forfeit their key and access to Association facilities for a period to be determined by the Board.

12.3.3 Vandals will be prosecuted to the full extent of the law.

12.4 PRIVATE FUNCTIONS

12.4.1 The clubhouse is available to Owners and occupants of the Association for private functions. To reserve the Association Clubhouse for a 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 which includes proof of insurance covering the private party. The Clubhouse Use Agreement may be obtained at www.parkwoodreno.org or on the Community Portal hosted by the Association's management company.

12.4.2 A rental fee, as defined in the Clubhouse Use Agreement, for use of the clubhouse for a private function must be paid at least two (2) weeks in advance together with the deposit provided for in Section 12.4.3. The amount shall be payable at the time the reservations are made.

12.4.3 A deposit, as defined in the Clubhouse Use Agreement, is required for all private functions. 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.

12.4.4 Users shall assume total responsibility for any damage to the clubhouse. If needed,

extra cleaning and repair costs will be deducted from the refundable deposit. Should these costs exceed the deposit amount; the owner will be billed for such additional amount, due and payable within 30-days from billing.

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

12.4.6 All private functions shall be conducted in a controlled and orderly fashion.

12.4.7 Owners and occupants are responsible for any damages or violations caused by or allowed by themselves, their tenants or guests.

SECTION 13 **RV PARKING LOT**

13.1 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 the Association's management company.**

13.2 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.
- 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 a parked vehicle in a safe and fully operable condition.

13.3 Parking in the RV Lot must be for a minimum 90-day term. Fees for use of the RV Lot and payment terms are noted in the RV Lot Agreement. The RV Lot Agreement may be obtained at www.parkwoodreno.org or on the Community Portal hosted by the Association's management company.

13.4 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.

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

13.6 The following requirements must be secured prior to the authorization 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 Unit's Owner.
- C.** Proof of ownership and/or residency must be filed with the office of the Association's management company.

13.7 Each resident is limited to one camper, camp trailer, or RV and one boat or utility trailer unless additional space is requested from and approved by the Board.

13.8 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. The issued key and ID sticker are not transferable to another vehicle.

13.9 Please note that the RV Parking Lot is not enclosed and the Association does not carry any insurance on the RV Parking Lot 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 alarms or security systems on RVs for added protection.

13.10 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 Lot to be safe, secure or guarded in any way.

13.11 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.

13.12 As a courtesy, electrical outlets located in the RV Parking Lot may be used by vehicle owners only on a short-term basis. Drawing power from these electrical outlets for a prolonged period is prohibited. The Association is not obligated to provide these electrical outlets and payment of the RV Parking Lot fee does not entitle users to a source of electricity.

13.13 Extended or overnight occupancy of vehicles in the RV Parking Lot is prohibited.

13.14 A deposit is required for each access key to the RV Parking Lot.
A maximum of two (2) keys for any one address may be issued.
The access key deposit is fully refundable when each RV Parking Lot key is returned to the Association's management company.
If the original key is lost or stolen, there is a fee for a replacement key.

SECTION 14 **OUTDOOR FUEL-FIRED COOKING, HEATING, AND LIGHTING APPLIANCES**

14.1 Permitted in Parkwood

14.1.1 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.

14.1.2 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.

14.2 Prohibited in Parkwood

14.2.1 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.

14.3 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 15 **DISTRIBUTED GENERATION SYSTEM**

15.1 The Board recognizes the potential benefits of using renewable energy sources, including a distributed generation system ("DGS"). A DGS means a system or facility for the residential generation of electricity that uses solar energy to generate electricity. The Rules and Regulations set forth in this Section 15 shall provide the process and procedures for Board approval for installing DGS while protecting the interests of the Association, and ensuring Owners will maintain, repair and, if or when needed, replace or remove their DGS .

15.2 With the prior written approval of the Association, an Owner may install a DGS on the Owner's Unit and limited common element, if any.

15.3 Owners are advised to obtain the prior written approval for the DGS before entering into any contracts for the purchase or lease of such a system.

15.4 Upon submission of a complete application for a DGS, the Board shall approve, deny or approve with modifications the Owner's application within 35 days. Any denial shall include the reasons for the denial based on the rules and specifications outlined below.

15.5 After receiving a denial, the Owner may resubmit the application. The resubmitted application must address each reason for the denial and explain how the owner proposes to address the same. The Board shall approve, deny or approve with modifications the owner's resubmitted application within 15 days.

15.6 If the Board denies the resubmitted application and the owner still desires to install a DGS, the owner may resubmit the application again with new information but the timeframe for the DRC to approve, deny or approve with modifications shall be the standard time frame allocated to the DRC for all other applications.

15.7 If the Board fails to act on a complete initial application within 35 days or a first resubmittal

within 15 days, the application or resubmittal will be deemed “approved” and the Owner may commence work to install the DGS.

15.8 Days shall be calculated as follows. The 35 or 15 day period begins to run on the day after the Association receives a complete application and includes weekends and holidays.

15.9 Owners, who install DGS, shall be responsible for costs of (1) maintaining, repairing or replacing the DGS or roof surfaces or structures, (2) 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 DGS and (3) any damages resulting from the DGS.

15.10 Although Units’ roofs are expected to be unavoidably impacted by installed DGS, those roofs will also require normal, periodic maintenance, repair and replacement by the Association. Therefore, whenever the Board deems such work necessary and have been advised by the contractor that it is 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 DGS will be assessed to the respective Owner.

15.11 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 DGS. The Owner shall disclose to potential purchasers of the Unit all rights and responsibilities concerning the System

15.12 This Section 15 supersedes any previously adopted guidelines or Rules regarding DGS, 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 DGS. Any Owner with a DGS shall be required to execute an Easement Agreement, in a form as attached, regardless of whether it was approved before or after this Section 15 was adopted.

15.13 SPECIFICATIONS

15.13.1 A DGS may be installed only on the Owner’s Unit and/or Limited Common Element, even if the Association is responsible for maintenance and repair of the exterior surface where the DGS will be installed. No portion of the DGS may encroach on the Common Elements or another Unit or any Limited Common Element that is used for ingress, egress, parking or pedestrian use. Therefore, with the prior written approval of the Association, an Owner may install a DGS on the roof but not other exterior walls, or enclosed/fenced/gated Limited Common Element allocated to the Unit.

15.13.2 A DGS may only be installed by a solar installation contractor licensed pursuant to NRS 624 who has obtained the required building permits for such installation.

15.13.3 To the extent consistent with Nevada law, any DGS component installed on the Unit exterior or Limited Common Element must be aesthetically compatible with the Unit exterior and in harmony with the surrounding Units and Common Elements. By way of example, the

installed components should blend in with the roofline, maintain architectural and structural integrity of the roof, and have an appearance similar to the roof and other materials, provided that black solar glazing is permitted.

15.13.4 If installed on the roof, solar panels should be placed flat upon, or parallel to the roof: no vertical or angled or slanted solar panels may be installed. In all instances the distance between roof shingles or tiles and the frames and panels should be as minimal as possible. The panels and framing shall not be cantilevered or tilted with respect to the roof or its surface or be an orientation-adjusting DGS unless Nevada law requires an association to permit such an installation.

15.13.5 Solar panels shall not be installed on that portion of the Unit (including the roof) or Limited Common Element that faces the street so long as complying with this requirement does not result in a decrease in the DGS's production of more than 10%, as determined using the National Renewable Energy Laboratory of the United States Department of Energy PV Watts Calculator <https://pwwatts.nrel.gov/> or the Governor's Office of Energy Renewable Energy System Determinations <https://www.energy.nv.gov/programs/renewable-energy-system-determinations/>. An owner submitting an application which includes plans for installing solar panels on that portion of the Unit or Limited Common Elements facing the street must also submit plans for solar panels installed in the Board's preferred locations on the side or rear of the Unit. The Owner is responsible for having their contractor produce the calculations using the PV Watts Calculator or Renewable Energy System Determinations for both plans demonstrating that the Board's preferred location does/does not cause a more than 10% reduction in production. These calculations must be included in the application.

15.13.6 Conduit, cables, wiring, pipes and cords (collectively, "conduit") shall be painted to match the color of the surface to which it is attached, concealed to the extent feasible, and must be taut, secured and follow building contours.

15.13.7 If the Unit has a garage, all batteries shall be stored in the garage in a manner that does not preclude parking the number of vehicles which the garage was intended to park.

15.13.8 All inverters and other equipment associated with the DGS shall be located out of street view and reasonably out of view of adjacent Units. The Owner shall include in the application the proposed location for such equipment and how the equipment will be reasonably screened from view. If the Owner proposes a fence or other type of physical barrier to screen the equipment from view, then the color of such barrier shall be a color used on the Unit or the Unit's fence and the style of such barrier shall be compatible with the type of fencing or other similar barriers used in the community.

15.13.9 No DGS equipment shall be installed within applicable setbacks or within an easement reserved on the Unit.

15.13.10 If attached to or mounted onto the roof, the DGS must reasonably minimize roof and other structural damage and interference with ongoing or future maintenance, repairs and replacement of the roof. If the Association maintains 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 DGS, 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.

15.13.11 No DGS may be installed so as to adversely affect any shared utilities, or utilities provided to any other unit or the common elements.

15.13.12 The System is required to be in accordance with the National Electric Code, any local ordinance or any state law or regulation.

15.13.13 Birds and pests shall not be allowed to nest or roost on the DGS. The Owner is responsible for the cost of any pest control in or around the DGS components. If the Owner proposes to install a physical barrier around the solar panels or racking system to prevent birds from nesting under or around these components the barrier should be a color complementary to the solar panels or racking system and must be unobtrusive and maintained in good repair.

15.13.14 The Owner is responsible for all ancillary costs associated with the installation of a DGS including but not limited to roof inspections, engineering, preparation of the roof to carry the additional weight of the system, permit fees and inspection fees.

15.13.15 The Owner shall be required to maintain a policy of insurance that names the Association as an additional insured. The Owner shall indemnify the Association and its agents from any and all liability, claims, damages and costs including, without limitation, attorney's fees, resulting from the installation, maintenance, repair or replacement of the System.

15.13.16 Owners who install a DGS shall be responsible for costs of maintaining, repairing or replacing the DGS and any Unit and/or Limited Common Element surfaces or structures that are damaged, or which useful lives are compromised, by the installation, operation, maintenance, repair, replacement, removal or movement of their DGS even though the Association maintains that portion of the Unit or Limited Common Element as a common expense. The Association shall have the right to inspect the condition of the DGS at any time.

15.13.17 No Owner shall allow any component of the DGS to fall into disrepair or become a safety hazard, as determined by the Board in its sole discretion. If any portion of a DGS becomes partially or fully detached, repairs shall be made promptly. The partial or full detachment of roof mounted components is considered a health, safety or welfare matter and must be repaired within 72 hours in which case the 14 day notice requirement under paragraph 10 is waived provided that the Owner must notify the Association within 5 days that its contractor made emergency repairs and provide the Association with the information specified in paragraph 10. The Owner shall use a licensed, insured contractor to make any repairs. If the Owner fails to make repairs, the Association may remove all or part of the DGS and assess the cost to the owner, including the cost of repairs to the unit or limited common element to which the DGS was attached.

15.13.18 In its sole discretion, the Association may inspect the DGS at any time.

15.13.19 If any portion of the DGS will be installed on the exterior of a Unit or Limited Common Element which the Association is responsible for maintaining, the Owner shall submit with the

application a signed agreement on the form provided by the Association for this purpose. See Exhibit 2. The application will be considered incomplete if the signed agreement is not submitted.

15.13.20 *Owners are not required to comply with Section 15.13.3 and 15.13.4 above if the costs of complying with the respective provision exceed 3% of the cash cost of the installation of the DGS. An Owner may demonstrate that the cost of complying with the provision exceeds 3% of the cash cost of the installation of the DGS by delivering to the Association a written estimate that: (1) is prepared by a solar installation company that is properly licensed pursuant NRS 624 and is not affiliated with either the Owner or the Association; (2) is dated not more than 60 days before delivery of the written estimate to the Association; (3) itemizes all costs of complying, including, without limitation, labor, materials, professional fees, permit fees, inspection fees, financing charges and the costs of change orders; and (4) shows that the costs of complying with the provision exceed 3% of the contract price for the installation of the DGS.*

15.14 Complete application includes the following information:

15.14.1 Name, address, email and telephone number of the Owner's solar installation contractor who may not be affiliated with the Unit's Owner or the Association.

15.14.2 Copy of contractor's licensing, bonding and insurance.

15.14.3 Confirmation that the Board will consult 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 this Section 15.

15.14.4 Scaled drawings/elevations of the unit and/or limited common element depicting the location and dimensions of the solar panels and all other DGS components. Drawings must include the location of other utility lines serving the unit and for ground-mounted equipment, applicable setbacks and the location of any easements.

15.14.5 Identification of 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.

15.14.6 Information on how the DGS will be affixed to the unit and/or limited common element.

15.14.7 Information on proposed screening materials, including drawings, photographs, dimensions, and colors.

15.14.8 Information on proposed pest screening materials, including samples, photographs, dimensions, color and how it will be affixed to the DGS and the unit.

15.14.9 If the application proposes installation on the side of the unit facing the street, the calculations required under paragraph 15.13.3.

15.14.10 If the Association maintains the roof, calculations on whether the present roof system is suitable to support the DGS components and the roof system alterations, if any,

necessary to upgrade the roofing system.

15.14.11 The signed DGS Agreement in the form as attached as Exhibit 2.

15.14.12 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.

15.15 Enforcement of this Section 15 shall be in accordance with the process of Section 8.

15.15.1 Fines, Costs, Attorney's Fees. In addition to any provisions in Section 8 of these Rules and Regulations, if any of these Rules in Section 15 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.

15.15.2 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.

15.15.3 Non-Exclusive Remedies. The remedies set forth in this Section 15.15 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.

15.16 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 15 and future terms of any revised Section 15 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.

15.17 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.

**EXHIBIT 1
SCHEDULE OF FINES**

The schedule of fines provided below is not intended to be all inclusive. A fine imposed is based on the severity of the violation, which includes consideration of whether the violation is recurring. The amounts listed below represent the typical, lowest fine which may be imposed for a non-health, safety or welfare violation. Fines up to the maximum permitted by law may be imposed. Any violation, even those listed below, may rise to the level of a health, safety or welfare violation depending on the circumstances.

Violation	Amt
Leasing/renting for less than 90 days (i.e., operating an AirBnB)	\$100
Parking violation	\$50
Nuisance	\$100
Signs, unapproved on Lot	\$25
Lot alterations (including landscaping, fencing and residence exterior) without prior written approval	\$100
Unsightly articles	\$50
Holiday lights, not removed within reasonable time	\$25
Animals, nuisance	\$50
Animals, waste not picked up	\$100
Animal, noise - depending on violation may be progressive	\$100
Animal, unleashed	\$100
Business operations	\$50
Drainage, interference with or alteration of	\$100
View obstructions	\$50
Maintain and repair of Lot and Improvements, failure to	\$50
Utility service, lines, wires, etc., installed in violation	\$50
Diseases and insects, harbored on Lot	\$100

EXHIBIT 2

WHEN RECORDED RETURN TO:

Gayle Kern, Esq.
Leach Kern Gruchow Song
2525 Box Canyon Drive
Las Vegas, NV 89128

APN No.:

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SOLAR ENERGY EASEMENT AGREEMENT

This SOLAR ENERGY EASEMENT AGREEMENT (the "Agreement"), dated for purposes of reference as of _____, _____, 2025, is entered into by and between _____ ("Owner") and Parkwood, a Nevada non-profit corporation (the "Association") with reference to the following facts and purposes:

RECITALS

- A. Owner owns the real property, located at _____, Reno, Nevada, more particularly described on **Exhibit A** attached hereto ("Unit").
- B. The Association is the "Association" defined in and provided for in the Declaration of Covenants, Conditions and Restrictions for Willowbrook II now known as Parkwood, recorded with the Washoe County Recorder's Office on October 20, as Document No. 431127 and amendments thereto (collectively the "Declaration").
- C. Owner's Unit is subject to and encumbered by the Declaration.
- D. The Declaration requires the Association to maintain, repair, replace, repaint, and otherwise keep in good order and repair the roofs, exterior walls, and all other exterior surfaces of each Unit.
- E. Owner desires to install solar panels/distributed generation system on the roof of their Unit and related solar inverter equipment on the exterior walls of the Unit and within the garage of the Unit ("DGS").
- F. NRS 111.239 SB 440 which will add new provisions to Chapter 116 of the Nevada Revised Statutes apply to the installation of solar panels.
- G. Owner and the Association desire to provide for Owner's installation of solar panels (collectively, "Panels") on the roof and solar inverter equipment ("Solar Equipment") on exterior walls of the Unit ("Exterior Walls") servicing Owner's Unit, subject to the following terms regarding installation, maintenance, repair, replacement and removal of the Panels, Solar Equipment, the Exterior Walls and the roof of the Unit.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and Owner hereby

agree, as of the date of recordation of this Agreement (the "Effective Date"), as follows:

1. Conditional Approval of Installation of Panels and Solar Equipment. The Association hereby gives its conditional approval for the installation of the Panels in the location indicated on Owner's application to the Association as well as conditional approval to install the associated necessary Solar Equipment specifically the emergency shut-off box and net meter in the location indicated on Owner's application, provided that Owner meets and continues to meet the terms and conditions of this Agreement. However, all other Solar Equipment, including the inverter and other Solar Equipment ("Ancillary Boxes") must be located inside of Owner's garage.

2. Installation, Maintenance and Repair of Panels Located on Owner's Roof.

a) Panels. Owner hereby agrees to install the Panels in accordance with his/her Architectural Application submitted to and conditionally approved by the Association. Owner will not change or alter them in any way without the additional prior written approval of the Board of Directors of the Association. Owner understands and acknowledges that Owner shall be solely responsible for any and all costs related to the installation, maintenance, repair, replacement and removal of the Panels and any related equipment. Owner shall maintain the Panels and related equipment located on the Unit in good condition and repair, at his/her sole cost and expense. Owner shall be solely responsible for any damage to Owner's residence, including the roof, which occurs during the installation, maintenance, repair, replacement, or removal of the Panels, or any damage caused by the Panels themselves. Any maintenance, repair, restoration, removal, or any other work to repair the roof, shall be performed in a good and workmanlike manner. Should the Association need to make repairs to the roof, or the exterior of the residence, due to the conduct or actions taken by Owner, or his/her occupants, licensees, invitees or guests, such costs may be assessed solely against the Unit. See NRS 116.3115(6).

b) Roof. The Association shall maintain, repair, replace, and restore the roofs as required by the Declaration. Subject to this Section 2, if at any time the Association reasonably believes that certain maintenance or repair work should be performed on the roof, or any portion of the exterior of the Unit, the Association may provide notice to the Owner in writing of such maintenance or repair to be performed by the Owner and shall require the relocation or removal of the Panels. In the event the Association must remove or relocate the Panels to perform such work, Owner shall be required to pay the costs associated with removal or relocation and the replacement of the Panels in addition to any costs incurred with the maintenance or repair work performed on the roof.

c) Solar Equipment. Owner hereby agrees to install the required solar panel system equipment including shut-off box and net meter installed with the solar panel system in accordance with their Architectural Application

submitted to and conditionally approved by the Association. Owner will not change or alter them in any way without the additional prior written approval of the Board of Directors of the Association. Owner understands and acknowledges that Owner shall be solely responsible for any and all costs related to the installation, maintenance, repair, replacement, and removal of the Solar Equipment installed within the garage or on the Exterior Walls. To the extent possible, all Solar Equipment shall be installed within the Owner's garage. Owner shall maintain the Solar Equipment in good condition and repair, at their sole cost and expense. Owner shall be solely responsible for any damage to Owner's residence, including the Exterior Walls, which occurs during the installation, maintenance, repair, replacement, or removal of the Solar Equipment, or any damage caused by the Solar Equipment itself. In addition, any Ancillary Boxes shall be installed within the interior of the Owner's garage. Any maintenance, repair, restoration, removal, or any other work to repair the roof or the exterior of the Unit, if such damage occurs, shall be performed in a good and workmanlike manner. Should the Association need to make repairs to the exterior of the residence, due to the conduct or actions taken by the Owner, or his/her occupants, licensees, invitees or guests, such costs may be assessed solely against the Unit. See NRS 116.3115(6).

d) Exterior Walls. The Association shall maintain, repair, replace, and restore the exterior walls as required by the Declaration. If at any time the Association reasonably believes that certain maintenance or repair work should be performed on the Exterior Walls, or any portion of the Exterior Walls as a result of the installation of the Solar Equipment, the Association may provide notice to the Owner in writing of such maintenance or repair and shall require the relocation or removal of the Solar Equipment. In the event the Association must remove or relocate the Solar Equipment to perform such work, the Owner shall be required to pay the costs associated with removal or relocation and the replacement of the Solar Equipment.

3. Insurance. Owner shall, for the duration of this Agreement, maintain a liability insurance policy in the amount of at least Two Hundred Fifty Thousand Dollars (\$250,000.00) covering, without limitation, Owner's liability for damage to the roof, the Exterior Walls, the Association's Common Elements, and other Units within the Community. To the extent allowed by law, such policy shall be primary and non-contributing with any insurance the Association may have and shall name the Association as an additional insured with a right to notice cancellation. Within fourteen (14) days of the date of this Agreement is executed, and within fourteen (14) days of the date the Unit is transferred by Owner, Owner's successors, as applicable, shall provide the Association with a certificate of insurance evidencing that the Association is named as an additional insured under Owner's or Owner's successor's liability policy.

Each insurance policy required hereunder shall provide for ten (10) day notice to the Association prior to any cancellation thereof. Such insurance policies shall not contain an exclusion for work performed on a multi-family or condominium project.

4. Indemnification. Owner (herein, "Indemnitor") agrees to indemnify, protect, defend and hold harmless the Association, together with its respective officers, directors, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, lenders and their respective successors and assigns, collectively, the "Indemnified Parties",) from and against any and all liability, claims, liens, damages, costs, expenses, including, without limitation, reasonable attorneys' fees, or other amounts of whatsoever nature suffered or incurred by any of such Indemnified Parties as a result of or arising from Indemnitor's performance of any maintenance and repair work on the roof, Exterior Walls, related to the Solar Energy System installation, maintenance or repair.

5. Successors and Assigns. This Agreement and the covenants contained herein is binding on the parties hereto, and their respective successors and assigns as Owner of the Unit. Whenever a transfer of ownership of a parcel takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates but does not affect the liability for (i) breach of a covenant prior to such transfer or (ii) indemnity with respect to conduct, activities or omissions occurring prior to such transfer.

6. No Further Improvements. Owner agrees not to make any other alterations to the exterior of the Unit or Common Elements without the prior written approval of the Association.

7. Right of Inspection. Association shall have access to the Owner's roof or Exterior Walls for the purposes of inspecting the condition thereof or for exercising any of its rights, duties or obligations under this Agreement or the Declaration.

8. Association's Authority to Make Repairs. The Association may, but is under no duty or obligation, upon not less than fifteen (15) days' prior written notice to Owner, to take all action that is necessary, reasonable or proper to assure the maintenance and good faith repair of any component of the Solar Energy System should the Owner fails to properly maintain any of the components of the Solar Energy System within fifteen (15) days after such notice or, if Owner begin any such repairs and shall not diligently pursue such repairs to completion. If the Association takes such action, any expenses incurred by the Association in accordance with carrying out the maintenance and good faith repairs of the Solar Energy System shall, after notice and hearing, be assessed and charged to Owner as a Special Assessment and enforce such Special Assessment pursuant to the governing documents of the Association and Nevada law.

9. Written Disclosure to Potential Purchasers of the Unit. Notwithstanding the fact that this Agreement may be recorded, prior to entering into any purchase agreement with a potential purchaser of the Unit, Owner agrees to disclose to such potential purchaser, in writing, that such potential purchaser and his successors shall be responsible for the Solar Energy System, and compliance with this Agreement. A copy of this disclosure must be sent to the Association. If Owner does not send such written disclosure to a potential purchaser, Owner hereby authorizes the Association to make such disclosure to any potential purchaser on the Owner's behalf.

10. Recordation. The Association may record this Agreement against title to the Unit.

11. Amendment; Termination. This Agreement may only be amended or terminated by the execution of a written amendment or termination by all of the then record Owner and the Association, as of the date of such amendment or termination, and the recording of such amendment or termination in the real estate records of the Washoe County, Nevada Recorder's Office.

12. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

13. Enforcement/Attorneys' Fees. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

14. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties to confer a right to install Solar Energy System on roofs and Exterior Walls maintained by the Association is carried out. The captions herein are for purposes of reference only.

15. Applicable Law. This Agreement shall be construed in accordance with the internal laws of the State of Nevada.

16. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

17. Entire Agreement. All exhibits referred to herein are attached hereto and incorporated herein by this reference. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior written or oral agreements or understandings regarding the subject matter hereof.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

ASSOCIATION:

Parkwood, a Nevada non-profit corporation

By:

Its: President

By:

Its: Secretary

OWNER:

By:

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2025, by
_____.

Notary Public

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2025, by
_____.

Notary Public

STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____, 2025, by
_____.

Notary Public

EXHIBIT "A"

Unit _____ (_____) in Block _____ (____) as shown on the AMENDED PLAT OF WILLOWBROOK II, a Condominium Project, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 6, 1978, as Tract Map No. 1733.

**PARKWOOD HOMEOWNERS ASSOCIATION
ASSESSMENT AND FINE COLLECTION POLICY**

Adopted January 13, 2026

RECITALS

1. Timely payment of regular, reserve, individual and special assessments is of critical importance to the Association.
2. The failure of any Owner to pay assessments when due creates a cash-flow problem for the Association and causes those Owners who make timely payment of their assessments to bear a disproportionate share of the Association's financial obligations.
3. Owners who have violated the governing documents should pay fines pursuant to the Association's Declaration of Covenants, Conditions and Restrictions ("Declaration"), its Bylaws and Nevada Revised Statutes 116, Sections 116.3115 through 116.31168 inclusive and 116.3118.
4. Upon its effective date, this Policy replaces all previously adopted collection and fine policies and procedures.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of Parkwood adopts the following Collection Policy and Fine Policy ("Policy") as of January 13, 2026. The policies and procedures set forth herein and the charges set forth on the Schedule of Collection Fees and Costs attached shall become effective thirty (30) days after the date this Policy is first mailed to the Members. It shall remain in effect unless it is modified.

The Board establishes the Association's fiscal year, July 1 through June 30, as the Regular Assessment period. Monthly payments of regular assessments are due on the first day of each month.

1. **Assessment due dates.** The regular or annual assessment is due and payable in twelve (12) equal monthly installments on the first day of each month. Special, reserve or individual assessments shall be due and payable on the due date specified by the Board of Directors in the notice imposing the assessment. Assessments shall be delinquent if not paid within fifteen (15) days.

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

2. **Creation of Lien and Personal Obligation of Owner.** Each Assessment or charge is the personal obligation of the Owner at the time the Assessment or other sums are levied. In addition, the Assessment is also a charge or lien upon the Owner's Unit. Recordation of the Declaration constitutes record notice and perfection of the Association's lien. No further recordation of any claim or lien for any unpaid Assessment is required. *See* NRS 116.3116(9). However, pursuant to this Policy, the Association may record a notice of delinquent assessment and claim of lien for unpaid Assessments and related charges.
3. **No Exemption.** No Owner may exempt themselves from liability for Assessments by non-use of Common Elements or abandonment of their Unit.

4. **Late Charges and Interest.** When an installment payment of any assessment becomes delinquent, the Owner's account may be assessed a late charge of \$25.00, and such charge(s) shall be part of the assessment and lien. Subject to any limitations imposed by the Nevada Servicemembers Civil Relief Act, as defined in Paragraph 7 below, and the Nevada Civil Relief Act, as defined in Paragraph 8 below, any assessment payment that is sixty (60) days or more past due bears interest at the legal rate allowed, such interest to be part of the assessment and the lien. The current legal interest allowed is 2% above the Nevada prime rate as published January 1st and July 1st by the Commissioner of Financial Institutions.

5. **Dishonored Checks.** At any time that the Association or its designated agent receives a check dishonored by the bank for any reason, an administrative charge of \$30.00 shall be imposed. The Owner shall be responsible for any other charges imposed by the bank or financial institution. The Board may immediately proceed with the collection process if the amount of the dishonored check is not paid within ten (10) days after notice of dishonored check is sent to the Owner. The Association may also seek damages in accordance with the Nevada Revised Statutes.

6. **Dispute of Charges.** If the Owner questions the accuracy of the calculation of an account or the amount charged to the account, a written objection to the specific charges must be received by the Board within thirty (30) days of the date notice of the charge or balance is sent. A telephone call will not reserve any rights. The disputed amount may remain unpaid during the investigation, but the undisputed portion of the account must be paid before the delinquency date in order to avoid collection charges. No action will be taken to collect the disputed amounts until completion of the investigation and the decision is provided to the Owner. The Owner must provide the following information in writing regarding any dispute.
 - The Owner's name, mailing address, and account number.
 - The exact dollar amount in dispute or in error.
 - For each charge or payment in dispute, an explanation of the reasons the Owner believes there is an error, with sufficient detail such as dates, names and check numbers, so that the dispute may be investigated. If an Owner does not know how the error was made, that statement may be made.
 - Copies of checks (both front and back), letters and other documents referred to or claimed must accompany the written objection.

7. **Servicemember or Dependent of a Servicemember.** The Association shall comply with the Nevada Servicemembers Civil Relief Act ("NSCRA"). If a Unit's Owner or their successor in interest is a servicemember or, as provided herein, a dependent of a servicemember, the Association shall not initiate the foreclosure of a lien by sale during any period that the servicemember is on active duty or deployment for a period of one (1) year immediately following the end of such active duty or deployment, unless a court determines that the ability of the servicemember or dependent of the servicemember to comply with the terms of the obligation secured by the Association's lien is not materially affected by the servicemember's active duty or deployment. Upon application to the court, a dependent of a servicemember is entitled to the protections provided to a servicemember if the ability of the dependent to make payments required by a lien of the Association is materially affected by the servicemember's active duty or deployment. The Association shall provide a Verification Form to each Unit's Owner or their successor in interest, which informs them that if the person is a servicemember or dependent of a servicemember, they may be entitled to the protections of NRS 116.311625. The Association shall give the person the opportunity to provide any information required to enable the Association to verify whether they is entitled to the protections set forth in NRS 116.311625 before the Association takes any action pursuant to NRS 116.31162(4)(a) as detailed in Section 9 below. If information required to verify whether a Unit's Owner or their successor in interest is entitled to the protections of NRS 116.311625 has been provided to the Association, the Association shall verify whether the person is entitled to the protections

set forth in NRS 116.311625. If information required to verify whether a Unit's Owner or their successor in interest is entitled to the protections of NRS 116.311625 has not been provided to the Association, the Association shall make a good faith effort to verify whether the person is entitled to the protections set forth in NRS 116.311625. The Association shall act honestly and fairly when trying to verify whether a Unit's Owner or their successor in interest is entitled to the protections of NRS 116.311625, as evidenced by (1) providing the Unit's Owner or their successor in interest a Verification Form; (2) making reasonable efforts to give the Unit's Owner or their successor in interest an opportunity to provide any information required to enable the Association to verify whether the person is entitled to the protections of NRS 116.311625; and (3) making reasonable efforts to utilize all resources available to the Association to verify whether the Unit's Owner or their successor in interest is a servicemember. The Association shall use the search features provided on https://scra.dmdc.osd.mil/single_record.xhtml, if the information required is available to the Association, and/or www.servicememberscivilreliefact.com, and/or any other website available, to comply with this provision after an account is 60 days past due. The amount of \$36.40 or other amount charged by the entity shall be assessed to the Unit Owner's account for the cost of the search. Such cost is the current actual cost charged to the Association, without mark-up and will change when/if the cost of the search feature changes. Servicemember means a member of the military and dependent has the meaning ascribed to it in 50 U.S.C. Section 3911.

8. **Compliance with Nevada Civil Relief Act.** Federal, Tribal and State Workers/Contractors and Landlords ("NCRA"). In order to comply with NCRA, before the Association takes any action to pursue collection of past due obligations, the Association shall: (a) inform each Owner, or their successor-in-interest, that if the person is a federal, tribal or state worker or contractor or a household member or landlord of these persons, they may be entitled to certain protections granted by the NCRA; and (b) give the person the opportunity to provide the information necessary for the Association to verify whether the person is entitled to the protections set forth in NCRA.

If the person, a household member of the person, or the landlord of the person is entitled to the protections of NCRA, then, in the absence of a court order to the contrary, the Association shall not commence collection of any past due assessments and related charges, during a shutdown and up to ninety (90) days after the shutdown has expired. For the purposes of this provision the term "shutdown" is defined as any period of time during which there is a lapse in appropriation of federal or state agency or tribal government that continued through any unpaid payday for a federal worker, state worker, or tribal worker employed by that agency or tribal government.

9. **Delinquency Notice.** Sixty (60) days after an assessment, or any portion thereof, becomes past due, and after the Association has made a good faith effort to verify that the Owner is not entitled to the protections of NSCRA or NCRA, the Association shall mail a delinquency notice stating all amounts past due as of the date of the notice. The notice shall enclose: (1) a copy of this Collection Policy which shall constitute notice of the fees that may be assessed if the delinquency is not paid; (2) a NSCRA/ NCRA Verification Form; (3) a proposed repayment plan that the Owner may pay the delinquency in equal monthly payments that will bring the account paid in full within a reasonable period of time, plus any current assessments made; and (4) notice that the Owner may request a hearing with the Board to contest the past due obligation. The processing cost for preparing and mailing the Delinquency Notice to the Owner shall be charged to the Owner. If no hearing is requested and no repayment plan executed and commenced within thirty (30) days of the date of this notice, the account may be referred to legal counsel or a collection agent for collections. If the Owner requests a hearing or enters into a repayment plan within thirty (30) days of the date of this notice and is unsuccessful at the hearing or fails to make a payment under the repayment plan within ten (10) days after the due date, the Association may take any lawful action pursuant to NRS 116.31162(1) to enforce its lien.

10. **Assignment of Account to Designated Attorney or Collection Agent.** If within thirty (30) days after the Delinquency Notice is mailed, the Owner has not: (a) paid the past due obligation in full, (b) signed and returned the payment plan, (c) submitted a written request for a hearing, or (d) notified the Association that the Owner or a dependent of the Owner is or may be entitled to protection under NSCRA or NCRA, then the Association may turn the account over to the Association's Designated Attorney or Collection Agent for enforcement which may include recording a Notice of Delinquent Assessment and Claim of Lien, and thereafter, foreclosing on the lien. *See* NRS 116.31162 et. Seq. At the time that an account is delivered to the Association's Designated Attorney or Collection Agent, the Association shall add an account audit fee of not more than \$325.00 to the Owner's account, the amount of which is consistent with Nevada law.
11. **Collection Costs Are Recoverable and Are Part of the Assessment and Lien.** The Association is entitled to recover all reasonable costs incurred in collecting delinquent assessments including, but not limited to, the following: (i) reasonable charges imposed to defray the cost of preparing and mailing demand letters or notices; (ii) legal expenses incurred; (iii) costs of collection; (iv) recording costs; (v) costs incurred with title companies or foreclosure service providers; (vi) management company fees; (vii) costs to perform a search to verify whether the Unit's Owner is entitled to the protections of NRS 116.311625; and (viii) any other costs of collection identified in NRS 116.310313. All such costs shall be part of the assessment and lien. Examples of such costs that may be incurred are set forth on the Schedule of Collection Costs attached hereto. Collection costs are recoverable as part of the super-priority lien as provided in NRS 116.3116.
12. **Notice of Delinquent Assessment and Claim of Lien.** The Association has a lien for any unpaid assessment, abatement assessments, late fee, fine, construction penalty, collection fee, collection cost, attorney's fee or cost that is imposed against a Owner. The recording of the CC&Rs constitutes record notice and perfection of the Association's lien that shall include any and all sums due including but not limited to any unpaid assessment, abatement assessments, late fee, fine, construction penalty, collection fee, attorney's fee or cost. No further recordation of any claim of lien is required. If payment for all sums that are then delinquent is not made, the Association, or its agent, may record a Notice of Delinquent Assessment and Claim of Lien. This step in the non-judicial foreclosure process shall not be commenced before the expiration of time periods set forth in NRS 116.31162(4).
13. **Non-Judicial or Judicial Foreclosure.** If the account remains delinquent, any action may be taken to proceed with or complete a non-judicial or judicial foreclosure as provided by Nevada law. A lien for unpaid assessments is extinguished unless a notice of default and election to sell is recorded as required by NRS 116.31162(1)(b) or judicial proceedings are instituted within three (3) years after the assessment became due.
14. **Application of Payments and Partial Payments.** Payments shall be applied to the oldest balance owing unless otherwise specified in writing by the Owner. Payments for assessments may not be applied to fines unless authorized by the Owner. Partial payments will be accepted and applied. However, absent a written and approved payment plan, there is no obligation to stop any collection or foreclosure if a partial payment is tendered.
15. **Payment of Fines for Non-Compliance.** Owners shall be responsible to pay all fines, as the same may be levied from time to time by the Board, pursuant to the powers of the Board granted in the governing documents and subject to the provisions of NRS Chapter 116. Fines may vary depending upon the

infraction and fines shall be determined on the basis of the severity of the violation. The Owner shall be provided with notice of the fine to be imposed prior to any hearing or the levying of any fine. If the Owner fails to pay a fine within thirty (30) days of notice, the Association may record a notice of violation and claim of lien against the Owner's property and the Association has the right to charge any amount allowed by law to collect unpaid fines from the Owner. There is no cumulative limit to the amount of a continuing violation fine. Notwithstanding anything herein to the contrary, there shall be no dollar limit on the amount of any initial fine for each and every separate violation of any provision of the governing documents which poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the Unit's Owners or residents of the Association. Any initial health, safety, welfare fine amount will be determined commensurate with the severity of the violation, in the Board's discretion. The Association does not have the right to foreclose on a lien for fines, unless such fines were for a health, safety, or welfare violation or for a construction penalty. The Association may avail itself of other remedies allowed by law to collect the assessment made for a fine. This includes but is not limited to commencement of an action pursuant to Chapter 38 of the Nevada Revised Statutes.

16. **Bad Debt.** The Board must approve the write-off of bad debt.
17. **Other Remedies.** The Association reserves the right to avail itself of any other remedy permitted by law and the Association's governing documents to collect any past due obligation and related costs and charges, including but not limited to bringing an action under Chapter 38, in Small Claims, Municipal or District Court. Such remedies may be taken in addition to or in lieu of any action already taken, and commencement of one remedy shall not prevent the Association from electing at a later date to pursue another remedy as allowed by law.
18. **Void Provisions.** If any provision of this Policy is determined to be null and void, all other provisions of this Policy shall remain in full force and effect.

By: Sheryl Lipari
Sheryl Lipari (Jan 15, 2026 10:26:02 PST)

Sheryl Lipari, President

Attested by: Dan Matsui
Dan Matsui (Jan 21, 2026 17:19:02 PST)

Dan Matsui, Secretary

LEACH KERN GRUCHOW SONG
2025 LIEN & FORECLOSURE FEE SCHEDULE¹

1. <u>NRS 116.31162(4) sixty (60) day Payment Plan/Fee Disclosure Letter</u>	\$240.00
2. <u>Validation Notice (Regulation F)</u>	\$240.00
3. <u>Intent to Notice of Delinquent Assessment Lien</u>	\$240.00
4. <u>Notice of Delinquent Assessment Lien</u> (preparation and recordation of lien and all statutorily required mailings, affidavit of mailing) <u>Release of Notice of Delinquent Assessment Lien</u> (upon payment of all amounts owed by HO/Third Party) – [includes contact from owner/third party to pay lien without dispute, preparation of document, obtaining appropriate approval from Client, recordation of document, and providing recorded copies to Client]	\$520.00 ² \$50.00
5. <u>Intent to Notice of Default Letter</u>	\$145.00
6. <u>Notice of Default</u> (preparation and recordation of NOD and all statutorily required mailings) Trustee's Sale Guarantee (at actual cost charged by title company – the cost is based on the amount of the lien) <u>Rescission of NOD</u> (upon payment of all amounts owed by HO/Third Party) – [includes contact from owner/third party to pay default without dispute, preparation of document, obtaining appropriate approval from Client, recordation of document, and providing recorded copies to Client]	\$640.00 At actual cost charged by title company \$50.00
7. <u>Intent to Notice of Sale Letter</u>	\$145.00
8. <u>Substitution of Agent</u>	\$50.00
9. <u>Foreclosure Sale</u> – includes:	

¹ Each line item amount is the fee for that task. Pursuant to NAC 116.470(3), actual costs incurred in performing each line item task are in addition to the fee for each task.

² Violation Lien(s) may be filed in accordance with NRS Chapter 116.

<u>Notice of Sale</u> (preparation and recordation of NOS and all statutorily required mailings)	\$440.00
Intent to conduct foreclosure sale	\$40.00
Publication & Posting Costs	At Cost
Conduct Sale	\$200.00
Postponement Fee	\$120.00
Foreclosure Fee	\$240.00
Transfer Deed (Prepare & Record)	\$200.00
10. <u>Payoff Demand(s)/Escrow Demand(s)</u>	\$240.00
• <u>Check Letter</u>	\$50.00
11. <u>Expediting Fee</u> (Payoff requested within 3 days of receipt)	\$100.00
12. <u>Repayment Agreement(s)</u> – Between Owner(s) and Association	
Set-up Fee	\$50.00
Payment Plan Breach Letter	\$40.00
Intent to Notice NOD or NOS	\$145.00
Check Letter	\$7.50
13. <u>Mailing Fee Per Piece</u> – Intent to Lien Letter, Demand Letter, Notice of Delinquent Assessment Lien, Notice of Default, and Notice of Sale	\$3.20 per piece
14. Insufficient Funds Fee (NAC 116.470(2)(p))	\$30.00 + third party costs (NAC 116.470(3))
15. Paralegal Services performed @ Hourly Rate (NAC 116.470(4)(b)) not identified as a flat fee service	\$165.00-\$225.00
16. All other attorney services performed @ Hourly Rate (NAC 116.470(4)(b)) not identified as a flat fee service	Partner \$355.00-\$550.00 Associates \$325.00-\$425.00
17. Copy/Facsimile Charges	\$.20/page
18. Postage Charges	At cost of postage
19. Certified Mail Charges	At cost of certified mailer
20. Recording Fees	At cost charged by Recorder's Office
21. Pacer Charges	At cost charged by Courts (CM/ECF)
22. Servicemembers Civil Relief Act Central Verification Service	At cost charged by third party
23. Other Third Party Costs	At cost charged by third party

Other Legal Fees: NAC 116.470(4)(b)

24. Affidavit of Mailing NOD	\$165.00
25. Affidavit of Mailing NOS	\$165.00
26. Super-Priority Demand Fee	\$240.00
27. Notice of Partial Payment by First Security Interest Holder/Super-Priority Lien Release	\$150.00
28. Opening Bid Calculation	\$150.00
29. Prepare Certificate of Sale	\$240.00
30. Prepare Certificate of Redemption	\$240.00
31. FDCPA Debt Validation Letter	\$340.00
32. Government Security Interest/Tax Lien Response Letter	\$125.00
33. Lender Foreclosure (NOD/NOS) & Case Status Impact Letter	\$125.00
34. Notice/Claim to Excess Proceeds/Surplus Funds Response Letter	Attorney/Paralegal Services @ hourly rate
35. Creditor HOA Claim Response in Probate Matters	Attorney/Paralegal Services @ hourly rate
36. Paralegal Services performed @ Hourly Rate (NAC 116.470(4)(b)) not identified as a flat fee service	\$165.00-\$225.00
37. All other attorney services performed @ Hourly Rate (NAC 116.470(4)(b)) not identified as a flat fee service	Partner \$355.00-\$550.00 Associates \$325.00-\$425.00

PARKWOOD HOMEOWNERS ASSOCIATION FITNESS CENTER – PARENTAL CONSENT & WAIVER

As parent/legal guardian of the minor listed below, I acknowledge and agree to the following: I have read and understand the Fitness Center Rules (Section 12.2 of the Parkwood Homeowners Association Rules and Regulations). I consent to my minor child's use of the Fitness Center as permitted under Section 12.2.2 of the Parkwood Homeowners Association Rules and Regulations. I understand that children under 13 may not use gym equipment under any circumstances. I understand that children ages 13–15 may only use approved equipment while under my direct supervision on the gym floor. I understand that children ages 16–17 may use equipment only after orientation and with me present in the room, and may not perform powerlifting, Olympic lifts, or maximal lifts. I accept responsibility for supervising my child's safety and behavior while in the facility. I agree to indemnify and hold harmless the Association, its board, management, and vendors from claims arising out of my child's use of the facility.

Minor's Full Name:	_____
Minor's Date of Birth:	_____
Parent/Guardian Name:	_____
Unit/Address:	_____
Parent/Guardian Phone:	_____

Parent/Guardian Signature: _____ Date: _____

Association Representative (optional): _____ Date: _____

Rules & Regs & Collection Policy

Final Audit Report

2026-01-22

Created:	2026-01-15
By:	Jailyn Rogers (jailyn@equusmanagement.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2srm9cdXTOapTcURI8hPDAP1ARRxwY_8

"Rules & Regs & Collection Policy" History

-  Document created by Jailyn Rogers
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-  Document emailed to Sheryl Lipari for signature
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-  Document emailed to Dan Matsui for signature
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-  Document e-signed by Dan Matsui
Signature Date: 2026-01-22 - 1:19:02 AM GMT - Time Source: server
-  Agreement completed.
2026-01-22 - 1:19:02 AM GMT