

## Park Towers Condominium Association Table of Contents

<b>A. Important Information</b>	
1. Security Suggestions	Page 2
2. Instructions In Case of Fire	Page 2
3. Fire Equipment and Precautions	Page 2
4. Plumbing Problems	Page 3
5. Trash	Page 3
6. Insurance	Page 4
7. Pickups and Deliveries	Page 4
8. Schedule of Additional Fees/Deposits/Costs	Page 4
<b>B. Rules and Regulations</b>	
1. Owner's Responsibilities	Page 6
2. Maintenance and Appearance of Unit	Page 7
3. Structural Alterations	Page 8
4. Animal Control	Page 9
5. Parking	Page 11
6. Personal Property	Page 12
7. Holiday Decorations	Page 13
8. Mailboxes	Page 13
9. Trash	Page 13
10. Tenants/Owners	Page 14
11. Moving & Contractor Work	Page 15
12. Grounds, Sidewalks, Hallways & Common Areas	Page 17
13. Laundry Room	Page 17
14. Insurance	Page 18
15. Fines	Page 18
16. Rules & Regulations	Page 18
17. Charges	Page 19
18. Right of Enforcement	Page 19
19. Obligation of Owner	Page 19
20. Property Information & Telephone Numbers	Page 19

## **Park Towers Condominium Association Important Information**

### **SECURITY SUGGESTIONS**

- 1) Keep in mind that proper and effective security requires the cooperation and attention of all residents and owners.
- 2) Advise the police and the condominium management company ("Management") of any suspicious person or activity around or on the property.
- 3) Know your neighbors.
- 4) Do not leave your car unlocked. If your car has a T-Top or wire wheel covers, please try to have your vehicle number etched into them.
- 5) Do not leave your condominium unit unlocked while you are gone for any reason or any length of time.
- 6) While you are on vacation, stop delivery of your paper and mail, and have a neighbor you know and trust check your unit.
- 7) Report to Management any dark common areas and report any lights that are not working.
- 8) Park Tower is a key entry building. If unwanted solicitors knock at your door, note the time and date and report it to Management and, if appropriate, the police.
- 9) Ensure all fire exit, front, and garage access doors are completely shut at all times. Do not leave any door at the Park Tower open and unattended.
- 10) Be sure to use your garage gate clicker to close the gate behind you when entering and exiting the parking garage.
- 11) The property is under camera surveillance in some areas.

### **INSTRUCTIONS IN CASE OF FIRE**

- 1) In all cases of fire or suspected fire, pull a fire alarm and call the Reno Fire Department, 911. Evacuate building. If possible, notify your neighbors and call Management.

### **PLUMBING PROBLEMS**

- 1) In the event that toilets or tubs do not properly drain, check with your neighbors to see if they have a stoppage also. If you are unable to talk with your neighbors or they do not have stoppage, proceed to item 2.) below.
- 2) Use a plunger to attempt to free the stoppage. If the stoppage is in drains other than the toilet, use a plunger to "pull" rather than "push". This prevents the stoppage from being further compacted.
- 3) If stoppage cannot be removed or if neighbors have a similar stoppage, call Management or a plumber.
- 4) Only toilet paper and natural matter are to be flushed through the sewer system. Paper or fabric products other than toilet paper will not effectively disintegrate and should not be put in the system.

- 5) Any food flushed through the garbage disposal should be accompanied with an ample amount of water to completely carry the matter into the main drain line.
- 6) Remember that you are sharing a sewer system with a neighbor and consequently, it is much more prone to have stoppage if the necessary care and precautions are not followed.
- 7) Owners are responsible for plumbing repair to their own units and any other affected units.
- 8) An emergency water shut off fee of \$250.00 is assessed for unscheduled water shut off days. All remodels/plumbing repairs, unless an emergency, must be scheduled on the regularly scheduled water shut off days. The water will NOT be shut off on the regularly scheduled days, unless the Association or a resident requires that it be shut off. Request forms are available from Management.

## **TRASH**

- 1) There is a trash dumpster located on the first floor of the garage.
- 2) The trash chutes shall not be used and have been deactivated and sealed.
- 3) Recycling is encouraged. There are receptacles (bins) for recycling of paper, glass, plastics and cans. Place these recyclable items in the proper bins after sorting. The bins are not for garbage.

## **INSURANCE**

- 1) The Park Towers Homeowners Association ("Association") insures the building and common areas against loss by fire, windstorm, hail and certain other perils.
- 2) The Association assumes the risk and carries liability insurance on all common areas as defined in the Covenants, Conditions, and Restrictions (CC&Rs).
- 3) The Association does NOT insure residents' personal property against fire, theft, water damage, mysterious disappearances, vandalism or malicious mischief whether this property is locked in a condominium unit or in the common areas.
- 4) A more detailed explanation of the insurance policy of the Association is available through Management.
- 5) Every resident (owner or tenant) should purchase a comprehensive personal property and liability policy for his/her own protection and should consult with an insurance agent/broker to determine any other policy of insurance that would be advisable. The insurance agent for the Association is available for consultation with the residents or their agents to insure that the insurance policies "dovetail" and neither overlap nor leave gaps.

## **PICKUPS AND DELIVERIES**

- 1) Deliveries must be arranged by the unit resident. The Association shall not assume responsibility for accepting deliveries for residents.
- 2) moved to Rule 1

## **SCHEDULE OF ADDITIONAL FEES/DEPOSITS/COSTS:**

- 1) Garage opener deposit/replacement cost: \$50.00.
- 2) Front Door Key deposit/replacement cost: \$50.00.
- 3) Emergency water shut off fee (domestic, HVAC): \$250.00.
- 4) Emergency water shut off for fire suppression system will be charged at the cost from the authorized repair company plus \$250.00.
- 5) Buy in Fee at time of transfer of ownership: \$100.00.
- 6) Transfer Fee at time of transfer of ownership: \$250.00.
- 7) Move In/Move Out Fee (whenever a resident moves in or out): \$50.00. This is to cover the additional wear on the common areas, such as the elevator. Please also see Rule 11 for more on moving requirements.
- 8) Power turn on/off should be scheduled with NVEnergy. The Association is not responsible for this service and residents must make arrangements to be home when the power is scheduled to be turned on. If maintenance is called out to turn on the power after NVEnergy has tagged the meter as on, there will be a \$25.00 assessment to the Owner for this service if done during normal maintenance hours. The assessment will increase to \$100.00 if the service is needed after normal maintenance hours. The Association will not guarantee that maintenance personnel will be available to perform this service.

## **Park Towers Condominium Association INTRODUCTION TO RULES AND REGULATIONS**

**All owners must read the Rules and Regulations listed below and also give a copy to the resident of the condominium if the owner does not reside there.**

**Please sign the Acknowledgement page at the end of these Rules and Regulations and return to Management.**

The nature of condominium living requires that each of us as homeowners and members of a closed community recognize the special obligations and responsibilities of sharing ownership in a common area and living in harmony. Self-government of this community requires a mature acceptance of restraints on our individual desires and lifestyles. **NO ONE HOMEOWNER AND/OR RESIDENT POSSESSES THE RIGHT TO INTERFERE WITH THE COMMUNITY BY ATTEMPTING TO LIVE AS IF IN A DETACHED SINGLE FAMILY DWELLING SURROUNDED BY PRIVATE PROPERTY. THIS IS NOT THE NATURE OF CONDOMINIUM LIVING AND ANYONE UNABLE TO ACCEPT REASONABLE RESTRAINTS ON THEIR LIFESTYLES SHOULD CONSIDER ANOTHER FORM OF HOUSING.**

These Rules and Regulations are subject to the Declaration of CC&Rs of Park Towers Homeowners Association ("CC&Rs"); if there is a conflict between these Rules and Regulations and the CC&Rs, the CC&Rs will prevail. The Rules and Regulations do not cover the entirety of the legal documents. These Rules and Regulations shall be enforced by Management under contract to the Association Board of Directors ("Association Board") and as directed by the Association Board.

The Washoe County Health District ("WCHD") Regulations and the Nevada Administrative Code ("NAC") applicable to this Association are hereby incorporated within these Rules and Regulations.

Owners, tenants, residents and/or guests shall not violate the Rules and Regulations as adopted by the Association from time to time. Violations must be reported to the Association in writing, stating the unit number, date of violation, nature of such violation and must identify the person filing the complaint. Upon receipt by the Association of such written violation notice, the responsible owner of the unit in violation will be subject to the fine charge as stipulated in the section of the Rules & Regulations. The Association Board and/or Management cannot take action on anonymous complaints unless the violation is evident and can be verified.

See the website [www.parktowerhoa.com](http://www.parktowerhoa.com) for contact information.

**PARK TOWERS HOMEOWNERS ASSOCIATION**  
**RULES & REGULATIONS**  
(Adopted August 16<sup>th</sup>, 2011)

1.) **OWNER'S RESPONSIBILITIES**

It is the condominium owner's responsibility to see that all tenants, guests and persons inhabiting their unit are in compliance with the Rules and Regulations of the Association as adopted in the governing CC&Rs. **A fine of \$50.00 for each offense of the following may be assessed:**

- a) Owners are responsible for the actions of their residents, guests, invitees, tenants, and/or occupants. This includes compliance with rules and requirements, CC&Rs, or other governing documents, including but not limited to, parking, pets, and conduct. The owners must provide all governing documents to tenants and ensure their guests, invitees, residents or other occupants are aware of and know all requirements. If any violations occur, owners will be responsible. Further if there is any damage incurred by the Association or an adjacent resident or owner, the owner will be liable. This includes, but is not limited to, damage and nuisances caused by pets, damage to any of the facilities.
- b) The Rules and Regulations set forth herein apply to all occupants, owners, guests, invitees, tenants, and residents. It is each individual homeowner's responsibility to make certain, if they lease or rent out their unit, that the tenant receives a copy of the Rules and Regulations. As part of the ownership responsibility of a unit, the owner must indemnify the Association and other members for all liabilities incurred as a result of the wrongful act of persons living in or visiting the unit owned by the owner, and for all violations of such persons of the Rules and Regulations of the Association.
- c) The Association is responsible for maintaining the original structure and equipment in the building; and not any alterations or additions inside the individual condominium units. Maintenance responsibilities of the Association are outlined in the CC&Rs, By-laws and applicable Nevada law, including Chapter 116.
- d) No owner shall be allowed to sublet or assign his or her premises, or any part thereof, to any person or persons, even if they are living contemporaneously with the owner on the premises of the owner's unit, unless such owner requires the tenant to abide by the Rules and Regulations of the Association.
- e) Owners shall provide management with the name(s), mailing address, phone number(s) and any other pertaining information for the residents and occupants (whether owners or tenants) of their unit.

- f) Owners shall also provide management with a signed statement from the resident(s) that they have read the Rules and Regulations and agree to abide by the Rules and Regulations. A copy of the statement is attached to these Rules and Regulations for your convenience.
- g) A \$50.00 move in/move out fee is charged whenever a resident moves in or moves out, regardless of whether it is an owner or a tenant.
- h) Park Towers Condominiums is a residential community. Large amounts of traffic generated by commercial activities including, but not limited to selling of goods is strictly prohibited.

2.) **MAINTENANCE AND APPEARANCE OF UNIT**

***A fine of \$50.00 for each offense of the following may be assessed unless otherwise noted:***

- a) Each owner shall be responsible for maintaining his or her unit, including its' interior walls, ceilings, floors, doors, windows, equipment, appliances, plumbing facilities, fixtures, and all utility lines within the perimeter of the unit and only servicing that unit, in a clean attractive condition and good state of repair.
- b) All draperies, curtains, shutters or other window coverings shall be of good quality and of such color, design, and construction so as to be in accordance with the attractive appearance of the building and presented to the public view in a first class manner. Light neutral colors (white, beige, grey, cream, etc.) are the only permitted colors visible from the exterior of the building for shades and other window treatments.
- c) No plastic or aluminum foil coverings or other coverings deemed unacceptable at the sole discretion of the Association Board, may be placed in or on the windows.
- d) Each owner shall keep the limited common area (balcony or patio) appurtenant to his unit in a clean attractive condition. Only lawn furniture, gas or electric BBQ and greenery, such as plants and flowers may be located in these areas. The Association Board may, in its sole discretion determine if any item is acceptable or must be removed.
- e) Balconies and patios must be kept clean and uncluttered at all times. Balcony and patio areas of the Limited Common Area shall not be used for storage of the items not to be used in the balcony or patio areas, including but not limited to boxes, bicycles, and other unsightly items.
- f) To establish responsibility for payment for repairs of damages in or to individual condominium units caused by water, wind or any other

causes, the Association Board has established the following policy: The Association will repair the damage only when it is covered by the Association's insurance.

- g) In placing articles on a patio or balcony, residents shall take precautions against high winds. Residents shall take measures to tape down or otherwise secure glass on glass-top tables. Residents shall be responsible for all damage or injury caused to their own or another person's personal property.
- h) Residents shall not dry or air clothes on the patio or balcony area or on lines or poles hung from the exterior of the building.
- i) No maintenance personnel shall enter any residence without prior knowledge and consent of the resident, except in case of emergency.
- j) Storage of tools, junk, landscaping instruments, household effects, machinery or machinery parts, empty or filled containers, boxes or bags, materials, or any other items that, in the sole discretion of the Association Board, may detract from the aesthetic value of the property must be stored out of the public view.
- k) Water used on patios (watering plants, cleaning, etc.) must not overflow to units below or down the side of the building. Owners may be assessed for damages and/or cleaning to other units, common areas, the side of the building and windows caused by excess water drainage.
- l) **Only gas or electric barbecues are permitted in the complex.** Charcoal barbecues and other open flame items (such as fire pits) are **not** permitted due to insurance reasons and fire hazards. ***A \$100.00 fine may be assessed for each violation of this rule. This fine may be greater if it is deemed to be a violation of health, safety or welfare.***

## FIRE EQUIPMENT AND PRECAUTIONS

- 1) A fire extinguisher is located in each hallway.
- 2) Christmas trees and seasonal decorations are permitted in individual units if U.L. approved and flame retardant.
- 3) All internal appliances and fixtures should be maintained per manufacturer requirements and instructions so as to minimize risk of fire and to prevent risk to the building or neighbors.
- 4) Residents are required to maintain their condominium units and patios or balconies within standard requirements of the governing documents and city fire and health ordinances.



- 5) Only gas or electric barbeques (BBQs) are permitted. Charcoal BBQs and any type of fire pit are not permitted on the property at any time per Section 308.3.1 of the International Fire Code. See also section 10-i of the Rules and Regulations.
- 6) Be careful when burning candles and never leave an unattended candle burning.

#### 4.) **ANIMAL CONTROL**

All county and city ordinances shall be in effect pertaining to health, welfare, and safety, such as leash laws, registration, shots, proper disposal of animal wastes, noise, etc. Violations of the City of Reno leash law may result in impound of the animal by the City of Reno Animal Control Department. Owners shall agree, and be responsible to the Association for, complying with all rules and regulations and ordinances of the City of Reno and/or Washoe County relating to control of domestic or other animals. Residents are requested and encouraged to report all violations to the Association in writing and to the animal control authorities. ***A \$50.00 fine per offense may be assessed for each of the following violations unless otherwise noted:***

- a) No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in any unit or elsewhere in the Park Towers Property except domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets within any unit, if they are not kept, bred, or raised for commercial purposes. The Association Board can prohibit maintenance of any animal that constitutes a nuisance to any other owner or the Association in the sole and exclusive discretion of the Association Board. Each person bringing or keeping a pet upon the Park Tower Property shall be absolutely liable to other Owners, their family members, guests, invitees, tenants, and contract purchaser, for any damage to persons or property caused by any pet brought upon or kept upon the Park Tower Property by such person or by members of family, his guests, or invitees.
- b) Each Unit may have **Two (2)** usual and ordinary pets per unit and the pets shall not weigh more than twenty-five (25) pounds each when fully grown. There is no limit to the number of tropical fish. Any unit that is found with more than two pets or with pets over the weight limit would be subject to above-mentioned fine and such pets must be removed immediately.
- c) All pets must be registered with Management and/or the Association Board.
- d) Pet owners must immediately dispose of pet wastes, including wastes deposited on patios, balconies and common areas. ***A \$100.00 fine per disposal offense may be assessed for each violation. Any fine***

***assessed would be in addition to the reimbursement for costs to remediate pet waste.***

- e) All pets must be registered and approved by the Association Board.
- f) Pets disturbing the peace may be turned over to the City of Reno Animal Control Department. Loud animals and animals continuously making noise of any kind shall be deemed to be a nuisance to the Association and its members, and in violation of the Rules and Regulations. Pets deemed a nuisance must be removed from the premises within seven (7) days of the date such a notice is mailed to the unit owner/resident. ***A \$100.00 fine per offense may be assessed for each violation.***
- g) It is not permissible to tether pets in the common area or to tether pets so they may reach any common area.
- h) Pets are not to run loose. They must be kept on a leash at all times while in the common area. The Association Board, any member or resident thereof, shall be and is authorized to report in writing, any animals running loose, without a leash in violation of this section or in violation of any applicable city or county ordinance, to the Association as well as protective city agencies. The offending animal may be picked up and taken into captivity by the agency. The owner or tenant shall be responsible for retrieving that animal, at their own expense.
- i) Any pet owner in violation of the Rules and Regulations may be required by the Association Board to remove the offending pet permanently from the Property or be subject to a monthly fine until the owner complies with such requirement. Such charges may be imposed by the lien provisions of the CC&Rs.
- j) All dangerous or untamed animals, regardless of size or weight, shall be prohibited. The Association Board at its discretion may deem an animal to be dangerous and/or a nuisance and such animal shall be removed from the property promptly. ***A \$200.00 fine per offense may be assessed for each violation.***
- k) All pets must be properly vaccinated per city requirements and records must be available should a problem occur. Any pets that are required to be registered and/or licensed by Washoe County or the City of Reno must be registered and/or licensed.
- l) Owners and/or tenants and/or residents shall indemnify and hold the Association harmless from any and all damage or injuries incurred by the animals owned or under the control of an owner, resident or tenant for which the Association is required to make payments pursuant to its

obligations in its Articles of Incorporation, its By-Laws, or its CC&Rs . In the event that the animal caused damage to any property, the Association may, if it's By-Laws, Articles of Incorporation, or CC&Rs require, repair the property damaged and charge the owner and/or tenant and/or resident who has control of, or who owns, the animal causing the damage, for such damage, and enforce the same pursuant to the lien procedures set forth in its CC&Rs or applicable Nevada law.

5.) **PARKING**

**A \$50.00 fine per offense (unless otherwise specified in the following) will be assessed for each of the following violations: Vehicles in violation of the parking rules will be towed away at the vehicle owner's expense.**

- a) No vehicles are allowed to be parked as to impede ingress or egress into the parking garage.
- b) No auto, motorcycle, or any other vehicle repair work, including draining of oil or other fluids, will be permitted in any parking area or common area.
- c) Vehicles that are inoperable or are not currently registered or are not insured, without proper display of plates, tags, etc., and/or have flat tires will be tagged, may be towed within 48 hours at the vehicle owner's expense, regardless of whether they are parked in assigned parking spaces.
- d) Absolutely **no** recreational vehicles and/or trailers (including boats of any type) are permitted in the common area except for immediate loading and unloading.
- e) Vehicles parked in any space not assigned to them may be towed at the vehicle owner's expense.
- f) The monthly fee for each assigned parking space will be established by the Association Board. The current monthly fee is \$60.00 but is subject to change. ***Non-payment of the parking fee and/or other assessed fees may result in the immediate termination of the parking space assignment.***
- g) No vehicle is permitted to park in an area marked as a "fire lane", "handicap parking" or "no parking". Fire hydrants and fire lanes shall not be obstructed in any way. Illegally parked cars may be towed at the vehicle owner's expense. ***A \$100.00 fine per offense may be assessed for each violation.***

- h) **LOADING ZONES** - Parking in the loading zone is limited to 20 minutes maximum. Flashers must be turned on while in the loading zone. Any vehicle that exceeds the 20 minute limit is subject to towing without notice at the vehicle owner's expense. The loading zone is located in the space between the front entrance door and the west parking garage entrance and is clearly marked. Vehicles improperly parked or parked for longer than the allotted time may be towed at the vehicle owner's expense. Additional time may be granted to facilitate moving in or out of Park Tower, but arrangements must be made one week in advance of scheduled moving day.
- i) Large commercial vehicles are not permitted on the property.
- j) The washing of vehicles is not permitted on the property.
- k) **WARNING:** Parking is not permitted in any of the lots adjacent to the building by anyone associated with Park Towers, including but not limited to residents, guests, vendors, utility companies and contractors. These parking lots are not Park Tower property and any vehicles parked in these lots may be subject to immediate towing without notice at the vehicle owner's expense.
- l) Parking two (2) vehicles in one (1) space is prohibited.
- m) Residents who schedule visits by cable, utility, maintenance, contractor vendors or any other entity or guest are responsible for giving explicit parking instructions to these vendors and/or guests.

6.) **PERSONAL PROPERTY**

The maintenance personnel will remove any improperly stored personal property in the common area and dispose of the personal property promptly. **A \$35.00 fine will be assessed for each offense of the following.**

- a.) No articles or objects shall be placed in the hallways or other common areas without prior written approval of the Association Board. This includes, but is not limited to pictures, rugs, any personal property and trash.
- b.) No bicycles, scooters, shopping cars or similar items shall be stored except inside a unit or in another Association Board approved area.
- c.) Owner is responsible for any storage/remediation costs incurred by the Association regarding improperly stored personal property.

7.) **HOLIDAY DECORATIONS**

Holiday decorations are permitted as long as they are neatly displayed and not offensive. Please remove any decorations within 15 days after the holiday. **A \$35.00 fine may be assessed for decorations left up for an unreasonable amount of time.**

8.) **MAILBOXES**

a) A mailbox for each unit is located at the entrance to the building. The Association has borne the cost of maintaining these boxes in accordance with Postal Service regulations. ***Any damage, defacement or alterations to these boxes may result in \$50.00 fine to the offending party, plus costs of repairs incurred.***

b) Keys for each mailbox are the responsibility of each unit owner and/or tenant and/or resident.

9.) **TRASH**

***A \$100.00 fine per offense may be assessed for each violation of section.***

a) All trash shall be placed immediately inside the dumpsters provided. It may not be left outside of units. All boxes shall be broken down so they will fit into dumpsters. Large items (furniture, appliances, etc.) shall not be placed in the dumpster, but must be taken to the dump.

b) Persons littering or placing trash items outside of the dumpsters will be fined.

c) It is the owner's responsibility to dispose of Christmas trees. They shall not be placed in the dumpsters or left alongside the dumpster area. They must be taken to a recycling center or to the dump.

d) Do not empty car ashtrays in the parking areas or common areas.

e) No rubbish, trash or debris of any kind shall be placed or permitted to accumulate in the Park Tower Property; and no odors shall be permitted to arise from the Property so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to any other portion of the Property in the vicinity thereof or to its occupants.

f) Recycling is encouraged and bins have been provided for the residents. There are receptacles for the purpose of recycling paper, glass, plastics and cans. Items are to be sorted and placed in the proper receptacles. Garbage is not to be placed in these receptacles.

Residents are subject to labor costs if trash and/or recycled material are improperly disposed of at any time.

10.) **TENANTS / OWNERS / RESIDENTS**

Tenants and/or owners and/or tenants will be completely and solely responsible for the actions of themselves, their family members, and their guests, and for any damage they may cause. ***A \$50.00 fine per offense may be assessed for each violation of this section unless otherwise noted.***

- a) No activity resulting in flying objects of any kind shall be permitted within the complex.
- b) Toys, bicycles, and any other personal property left in the common area and or common/entryways and stairwells will be confiscated and discarded. Bicycles may be stored in the bicycle racks provided.
- c) Nothing shall be hung, shaken, swept or thrown from windows, balconies or patios of the condominium units or common areas. ***A \$100.00 fine per offense may be assessed for each violation or a higher amount if it is determined to be a health, safety, welfare violation.***
- d) No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building, nor shall anything be projected out of any window of the building without prior written approval of the Association Board except for political signs that shall not be larger than 24 inches by 36 inches in accordance with NRS 116.325. Only one political sign per candidate, political party or ballot question.
- e) Residents are not permitted to engage in any activity or cause the condition of something that is considered a nuisance. Nuisance is defined as any activity, condition, or thing that causes trouble, annoyance or inconvenience and disturbs the privacy and quiet enjoyment of the Park Tower Property. The Association Board shall, in its sole discretion, determine what constitutes a nuisance.
- f) No noise or other nuisance shall be permitted to exist or operate upon any portion of the Park Tower Property so far as to be offensive to any other portion of the Property in the vicinity thereof or to its occupants. Stereos and televisions used in individual condominium units must be maintained at volume settings that do not annoy other residents.
- g) No exterior speakers, horns, whistles, bells, or other sounds devised (other than security systems used exclusively for security purposes) shall be located, used or placed on the Park Tower Property.

- h) No owner/tenant/resident shall serve food or beverages, cook, barbecue or engage in similar activities except within such owner's/tenant's/resident's unit or limited common area, or on the sun deck.
- i) Residents are NOT permitted to climb on fences, walls or railings, and shall not engage in any activity that is possibly harmful or damaging to themselves, any building, landscaping, or the common area.
- j) Residents are NOT permitted to ride bicycles, skate boards, roller skates or use any kind of wheeled toy in the building at any time, nor may they leave any toys or other items in the common areas.
- k) Smoking is NOT permitted in any common areas.
- l) Large amounts of traffic generated by commercial activities including, but not limited to selling of goods is strictly prohibited.

**11.) Moving & Contractor Work (Construction Alterations)**

***A \$50.00 fine for each offense may be assessed for violation of the following unless otherwise noted:***

**Moving-**

- a) In consideration for your neighbors, moving into or out of any unit cannot be started before 8:00 AM and must be concluded by 9:00 PM.
- b) Owners and/or tenants must take extreme care in moving into and out of the community. Any damage to the common area of the property caused by an owner, tenant, their agents or visitors will be repaired by the Association at the expense of the unit owner and/or the tenant.
- c) The second loading zone in the area where the curb is painted gray on the south side of Island Ave and east of the Park Tower building may be utilized for the purpose of moving into or out of any unit. The time limit for parking in the second loading zone is normally 20 minutes but may be extended if moving in or out of Park Tower. Arrangements for extended parking time must be made one week prior to moving day.
- d) Holding the elevator door open or propping the elevator door open is prohibited. This will result in the elevator shutting down as part of its safety mechanism. The owner of any unit that violates this rule shall also be charged any costs to re-activate the elevator.

**Contractor Work (Construction)-  
STRUCTURAL ALTERATIONS**

***A \$100.00 fine for each offense of the following may be assessed:***

- a) No structural alterations to the interior of the common area surrounding any unit's walls shall be made by an owner or resident without the *prior written approval* of the Association Board) and after obtaining proper permits as required by the City of Reno or Washoe County. Request for Architectural Review Board Approval of Home Improvement Plan forms are available from Management.
- b) No owner and/or resident shall, at his or her expense or otherwise, make any alterations or modifications to the exterior of the building, interior hallways, railings, walls, stairways, lobby area, elevators, parking garage, or any other common area property situated within the Park Tower Property without the prior written consent of the Association Board.
- c) Prior to commencing interior renovations that may include moving or removal of a wall, a structural engineer report that states that such wall is not a load-bearing wall or that it will not adversely affect the building, individual unit, common area or neighboring unit(s) is required.
- d) Building permits, proof that work is performed by a licensed contractor, and proof of the contractor's insurance must be provided to Management and/or the Association Board prior to any renovations commencing. The Association Board may, in its sole discretion, require any other documents it deems appropriate.
- e) In the remodeling of units, fire retardant material **MUST** be used in all walls. All materials and work must be city-code approved and authorized in writing prior to start by the Association Board.
- e) Contractors are permitted to work between 8:00 AM and 5:00 PM Monday through Saturday so as not to unreasonably disturb the residents.
- f) Contractors are **NOT** permitted to work at any time on Sundays or legal holidays.
- g) Owners having construction/remodel/maintenance work done are responsible for keeping all areas clean. If the Association has to spend any time cleaning as a result of work done by the contractor, the owner will be fully charged, including, but not limited to overtime pay, if any.



- h) Contractors are NOT permitted to place debris, trash, etc in the Association dumpster, but are required to remove the debris, trash, etc from the property.
- i) Prior to commencing interior renovations that may include moving or removal of a wall, a structural engineer report that states that such wall is not a load-bearing wall or that it will not adversely effect the building, individual unit, common area or neighboring unit(s) is required. **A \$100.00 fine for each offense may be assessed.**
- j) Written permission for exterior alterations is required. No permission will be granted until the aesthetic and engineering parameters of the proposal are approved by the Association Board.
- k) A set of plans and any supporting written documentation showing any and all interior structural modifications of any condominium must be presented to the Association Board for approval. Board approval is required prior to commencing construction activity. The modification must then be made only in accordance with the plans as approved by the Association Board. Any expenses incurred by the Association in the process of plan review (engineers, architects, etc.) shall be paid to the Association within 30 days of the cost being incurred. The Association Board may, at their discretion, require a deposit in advance for review of the plans if it is anticipated that there will be costs incurred.
- l) No awnings or other material attachments will be permitted to cover or extend from the existing structure without the approval of the Association Board.
- m) No supplementary air-conditioning or heating systems may be installed without the prior written approval of the Association Board.
- n) When remodeling units, fire retardant material must be used in all walls. All materials and work must be city-code approved and authorized by the Association Board.
- o) No tools belonging to the Association Board and no space in the common areas of the complex may be used by either the resident or the licensed and insured contractor hired by the resident for remodeling projects. All such work must be done inside the condominium unit or off the premises.

12.) **GROUND, SIDEWALKS, HALLWAYS & COMMON AREAS**

**A \$50.00 fine per offense will be assessed for each violation of the following:**

- a) No clotheslines are permitted. There shall be no exterior drying or laundering of clothes or other items on balconies, patios, porches, limited common areas, or other areas.
- b) Owners and/or tenants should report any damage or problems in the common areas to Management or maintenance personnel immediately.
- c) Removal and/or alteration of any signs, notices, etc. placed in the common areas by the Association Board or Management is not permitted.
- d) Owners and/or tenants shall not post any signs, notices, etc. in the common areas without prior written approval by the Association Board.

13.) **LAUNDRY ROOM**

**A \$45.00 fine per offense will be assessed for each violation of the following:**

- a) The Park Tower Property has a laundry room for its residents' convenience. It is the responsibility of each user to make sure that the laundry area is left in a clean and neat condition. Laundry facilities should be used only for the purpose of washing domestic items and not used for any heavy-duty or commercial purposes.
- b) Any inoperative machine should be reported to the Management or to maintenance personnel immediately.
- c) Be sure to turn off the lights when you leave.
- d) Any damage to the laundry room or its equipment by user is the user's and the unit owner's responsibility. The Association is not responsible for lost, stolen or damaged articles.
- e) This is a community laundry room so please be courteous to your neighbors by removing your laundry promptly once the washing or drying cycle is complete.

14.) **INSURANCE**

The comprehensive Property policy does **NOT** cover the contents of the residents' units or liability arising from their guests on the premises. Each condominium resident should arrange for insurance coverage for all losses and risks resulting from ownership and/or occupancy of the

premises. The following insurance coverage shall be the responsibility of each respective owner: insurance on furnishings initially installed in the unit by Declarant; insurance on items of personal property placed in the unit by owner; insurance for casualty and public liability coverage within each unit; insurance coverage for activities of the owner, not acting by the Association, with respect to the common area; insurance against loss from theft of all personal property placed in the unit by the owner. Windows are not covered by the Association's Insurance. Tenants are encouraged to obtain renter's insurance.

**15.) FINES**

- a) In conjunction with violations, the Association Board has authorized a schedule of assessments (fines) for the violation and noncompliance of owner and/or tenants and guests with the respect to the Rules and Regulations, CC&Rs and By-Laws. Compliance with the standards of the Property is important to everyone to insure a high quality of living environment and insure the optimum value of the Property. Fine schedules are listed in each section of the Rules and Regulations. The Association Board may opt to warn an owner/resident prior to imposing a fine. Fines are imposed after an owner has had the opportunity to address the matter with the Association Board at a hearing. The goal of the Association Board is compliance with the governing documents and rules and regulations, not to collect fines.
- b) Fines must be paid promptly, once assessed.
- c) Fines are in addition to any charges for any costs incurred by the Association to remediate the violation.
- d) Fines may be assessed on a recurring basis every 7 days if the violation is not remediated promptly.

**16.) CHARGES**

Pursuant to the Articles of Incorporation, By-Laws, and CC&Rs, the Association Board may levy a charge against any owner, tenant, occupant or guest who violates these Rules and Regulations and enforce the same pursuant to the lien procedures set forth in the Association's CC&Rs and NRS 116.

**17.) RIGHT OF ENFORCEMENT**

The Association, and any owner shall have the right (but not the duty) to enforce, by action for damages or injunctive relief or both, any or all the Rules and Regulations and CC&Rs now or hereafter imposed by the Rules and Regulations, and the CC&Rs upon the owners or upon any of the Project. The failure to enforce the Rules and Regulations and the provisions of the CC&Rs shall not constitute a waiver of any right to

enforce any such provisions or any other provisions of the Rules and Regulations and the CC&Rs.

**18.) OBLIGATIONS OF OWNER**

No owner may avoid the burdens or obligations imposed on him by the Rules and Regulations and the CC&Rs through non-use of any Association Property or the facilities located thereon or by abandonment of his Condominium.

**19.) PROPERTY INFORMATION & TELEPHONE NUMBERS**

Management Company: Kenyon & Associates, Inc.  
645 Sierra Rose Drive #105A  
Reno, Nevada 89511  
Phone: 775/674-8000  
Fax: 775/674-8010

Emergency: 911

Reno Police Dept.: 775/334-2677 non-emergency  
Reno Direct: 775/334-4636  
Reno Fire Dept.: 775/334-2121 non-emergency  
NVEnergy: 775/834-4100 emergency  
NVEnergy: 775-834-444 non-emergency

**FOR ANY OTHER QUESTIONS YOU MAY HAVE, PLEASE CONTACT YOUR ACCOUNT REPRESENTATIVE AT KENYON & ASSOCIATES, INC.**

**Acknowledgement Form**  
**Receipt of Rules and Regulations**

I (We) \_\_\_\_\_ and \_\_\_\_\_ being legal owner(s) of  
Unit # \_\_\_\_\_ (address) at 280 Island Avenue, Reno, NV 89501, do acknowledge my  
(our) receipt of the Rules and Regulations adopted at the August 16<sup>th</sup>, 2011 Board of Directors  
meeting:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date