

**Crystal Shores West Association
Policies**

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Introduction

Crystal Shores West Association Board of Directors has adopted the following Policies as of April 20, 2002, amended May 28, 2002, November 22, 2003, and July 6, 2014, as additions to the Rules and Regulations of the Association. These Policies are designed to give Association members, guests and renters guidelines for their conduct and for the operation and management of the Association. These guidelines are meant to eliminate assumptions and misunderstandings, if any, not fully addressed in the Rules and Regulations. Wherever inconsistent, these Policies shall supersede the Rules and Regulations heretofore adopted by the Board of Directors.

Crystal Shores West Association
Marina / Buoy Policy
(Amended July 6, 2014)

Crystal Shores West Association has a 30 slip floating Marina and 4 mooring buoys. The Marina and buoys are located on Nevada State Land for which the Association has a special use permit. The Association pays fees to the State of Nevada for each boat slip and buoy. Maintenance on the docks and buoy field is funded through revenue derived from user fees. Since there are only 34 mooring places and 44 units the Association has adopted and practiced certain policies over the years to allow for the efficient use of the boating facilities. At times there are not enough moorings to fulfill the needs of the members and recently there have been more slips than membership needs. The Board has allowed the use of the Marina by Incline Village residents living outside of Crystal Shores West at a higher rate than for a member. This policy has allowed the Association to generate revenue to fund an aggressive replacement program without a special assessment to the members.

Harbor Master:

By March 31 of each year the Board of Directors for Crystal Shores West will appoint a "Harbor Master".

Homeowner Application Process:

Each owner desiring a boat slip or mooring buoy should apply on the appropriate form obtained from the Association. The completed form should be sent to **Crystal Shores West Association, P.O. Box 4907, Incline Village, NV 89450-4907**. The form must include a check for the appropriate fee and a copy of the boat registration and satisfactory evidence of liability insurance. The registration shall be in the name of the homeowner or a family member. No application will be processed until all items are satisfactorily completed and received. Upon approval of the application the Harbor Master will assign a boat slip for the registered boat. Moorings are issued for the applicant's boat and not individual units. The Harbor Master may refer any application to the Board for approval.

Homeowner Use of Marina:

The Association has adopted a fee schedule to allow homeowners an economical use of the Boating Facilities. Homeowners qualifying for the reduced rate will not allow guests not residing on the property or short-term renters to operate their boat in the Marina. Members who abuse their Marina privileges will be charged the non-member rate or expelled from the Marina for the remainder of the season with no refund of their fee.

Non-member use of Marina:

The Board of Directors may allow non-members to use the Marina. The Board will set the fee for non-member use.

Slip Assignments:

Slips and buoys will be assigned first to those owners who have continuously and currently paid the annual mooring fees, in order of seniority for the years of continuous payment. Availability permitting, each unit shall be entitled to only one boat mooring at the members' discounted rate. Additional boats will be charged at a higher rate.

If more applications are received than there are slips and buoys, a permanent waiting list will be established with seniority determined by the date of unit purchase. Request will be added to this list as they are received.

Qualifying Classes of Boats:

Marina Slips are available for powerboats and sailboats not less than 16 nor more than 24 feet in length. Buoys are available for powerboats and sailboats no greater than 36 feet in length. Length of boat includes appendages to the stern. All other boats shall be non-qualifying. Non-qualifying boats less than 14 feet may moor on the sides at a reduced fee. The Harbor Master shall make all assignments.

Side Slips:

The small boats of unit owners, not eligible for a slip, may be tied around the sides of the docks provided: (1) the standard annual fee of \$50.00 has been paid to the Association; (2) the boat has affixed to it a marina tag or decal

issued by the Association; (3) the boat has the owner's unit number prominently displayed; and (4) the boat is assigned a tie-up position by the Association. Small boats without authorization will be impounded and will be subject to a \$100 penalty.

Noise Restrictions:

All boats must comply with Nevada Department of Wildlife restrictions on maximum noise levels. A copy of the restrictions is available, free of charge, at any regional office of the Division.

Insurance Requirements:

Vessels must be insured with liability limits of no less than \$500,000. The policy must name Crystal Shores West Association as an additional insured under the liability portion of the policy.

Rules of Conduct:

- No rocks, stones or debris shall be thrown into the lake or harbor from boats, levees or the shore surrounding the Marina.
- No swimming or fishing inside the Marina.
- All boats entering and leaving the Marina will observe Lake Tahoe's 600 feet "no wake zone" and limit their speed to 5 mph.
- Take-offs from the shore, rocks, floats or docks with water skis is prohibited.
- Water skiers shall remain outside of the buoy field and swim area at all times
- Feeding wildlife (i.e., geese) is prohibited.
- Boats are to be secured fore and aft to docks by four (4) heavy mooring lines
- Boat owners shall be responsible for any and all damage done to the docks due to improper mooring or negligent operation.

Mooring Season:

Boats will be allowed to moor from May 1 through October 31. Requests for exceptions shall be made to the Harbor Master.

Mooring Fee Schedule:

Member Slip.....	\$500 per season	Powered side slip.....	\$100.00 per season
Member Buoy	\$500 per season	Non Member Slip.	\$3,500 per season
Member 2 nd Mooring.....	\$3,500 per season	*Non Member Buoy.....	\$3,000 per season
Non-powered sideslip.....	\$50.00 per season		

**The Association has one buoy which can accommodate up to a 40 foot boat. The buoy has a \$500 per season surcharge.*

Marina Key and Gate:

The Association has installed a locking gate at the Marina to protect the property of those using the Marina. Since the Marina is a fee area, only members using the Marina are issued a key to the gate. The Marina gate must be kept closed at all times. Do not loan your key to others.

Violations:

Violations of rules and policies may result in restrictions on use of the Marina, fines or expulsion from the Marina.

Crystal Shores West Association Parking Policy

Crystal Shores West Association has approximately 2 parking spaces per unit. This includes 8 garages.

Parking Lines:

The Board of Directors has eliminated parking lines so Crystal Shores West will look less commercial. There are some congested areas that the Board may direct management to stripe in order to obtain maximum parking.

Parking Permits:

The Board adopted a parking permit policy to better control the unauthorized use of the beach. The permit identifies the owner of the vehicle and the owner's unit. This allows the management to contact the vehicle owner in cases of emergency or violations. At present the parking permits are not required but are available.

Guest Parking:

Because of limited space every unit is allowed two (2) parking spaces. Homeowners should monitor their guest parking to ensure they park in approved areas. Homeowners are responsible for the actions of their guests. Any homeowner planning a party with many guests must notify the management prior to the party for parking approval.

Boat Trailer Parking:

Boat trailers shall be parked for no more than two non-consecutive 24-hour periods per calendar year. No boat trailers are allowed to be parked July 3, 4, and 5. This allows a homeowner to launch his boat at the beginning of the boating season and retrieve it at the end of the season. Trailer storage is strictly prohibited due to the limited number of parking places available.

Motor Home, Utility Trailer and Camping Trailer Parking:

Parking of motor homes, utility trailers and camping trailers are prohibited except for a reasonable amount of time to load and unload upon arrival and departure.

Parking near garages:

Parking in front of garages is prohibited since it impedes the use of the garages.

Storage of Vehicles:

Vehicles shall not be stored on Crystal Shores West premises except with approval of Management. If permitted, the owner shall register the vehicle make and model and surrender an ignition key to the Manager.

Maintenance Vehicles:

Parking of maintenance vehicles is allowed.

Marina Tenant Parking:

Marina tenants shall be permitted to park one vehicle per rented mooring.

Towing:

The Association shall have the right and power to tow vehicles at a homeowner's expense.

Violations:

Violations are subject to a \$25.00 fine for each parking violation (per day) plus any additional incidental costs including towing or storage.

Crystal Shores West Association Beach Policy

Crystal Shores West has one of the largest beaches in Incline Village. The Board of Directors recognizes that the beach is a major asset to the Association and must be maintained and protected for the benefit of the members.

Personal Property:

Personal property shall not be stored on the beach overnight. It creates an unsightly appearance for the units overlooking the beach. Items left on the beach overnight will be confiscated and held for payment of a \$25.00 fine.

Litter:

All trash and litter shall be deposited in the trash container located at the Barbeque Area.

Sand Sculptures:

Digging holes, sculpting sand or building sand castles are a part of going to the beach. They also become unsightly and a maintenance problem when abandoned. When leaving the beach, areas shall be left as first found. Sand shall be leveled, holes filled and the area left in a reasonably good condition.

Swim Area:

The swim area marked by ropes and floats is registered with the State and governed under Nevada Administrative Code 488.465.3(h). No motorized or wind driven vessels shall be permitted in the swim area. Extra care for children and non-swimmers must be exercised because a lifeguard is not provided.

Pets:

Pets are not permitted on the beach from Memorial Day through Labor Day. Pet owners shall pickup their pet's litter and dispose of in a garbage receptacle.

Smoking:

Smoking is permitted on the beach. Smokers shall not extinguish nor bury their smoking material in the sand. Smokers shall provide themselves with an ashtray or container to dispose of their ashes and butts and remove the same from the beach.

Vehicles:

Only maintenance vehicles shall be permitted on the beach. Homeowners shall not drive on the access road or beach at any time.

Violations:

Violations are subject to a \$25.00 fine for each violation (per day).

Crystal Shores West Association
Satellite Dish / Over-the-Air Reception Devices Policy

(Added November 22, 2003)

With an increasing number of homeowners looking to satellite providers for their television viewing, the Board of Directors has established the following policy. This Policy will help each homeowner with a speedy and effortless installation.

Size of Dish:

A satellite dishes must not exceed one meter (39.37" inches) in diameter.

Location of Dish:

Homeowners must install the satellite dish on the lake side exterior of their unit and not on the exterior of another homeowner's unit. Dishes will not be allowed on the Association's roof or roof eve due to the possibility of leaking, damage caused by the installation and snow. The dish shall not be installed so as to obstruct the view of another homeowner.

Homeowner Responsibility:

Homeowners will be responsible for any damage to the common area as a result of the installation. This includes water intrusion and wind damage. Homeowners are also responsible for the care and maintenance of the installed device.

Crystal Shores West Association

Fire Prevention

(Added January 21, 2006)

Crystal Shores West Association has adopted a Fire Prevention Program for the Safety of all homeowners at Crystal Shores West.

Fire Extinguishers:

Each unit is required to have at least one approved fire extinguisher on each floor of the unit. Approved fire extinguishers are 2 ½ pound, A B C rated with all metal construction including discharge head.

Smoke Detectors:

Building codes require smoke detectors in every sleeping area and in hallways outside a sleeping area. Installation, maintenance and care of the smoke detectors are the responsibility of the homeowner.

Storage of Flammable Liquids:

Flammable liquids are not allowed to be stored inside or outside of any unit.

Ash Disposal:

Ashes are to be disposed of in the designated metal container located at the central trash area.

Barbeques:

Barbeque fires on porches and decks shall be used with extreme caution especially during windy periods. Only covered barbeques are allowed. Avoid using lighter fluids. Start all fires with electric charcoal lighters or lighter cubes. A fire extinguisher shall be within easy reach as a prerequisite to using a barbeque.

CRYSTAL SHORES WEST ASSOCIATION
CONTRACTOR GUIDELINES AND CONSTRUCTION POLICY
(Added July 6, 2014)

PURPOSE

This document, approved by the Board of Directors of the Crystal Shores West Association ("Association"), has been prepared to assist Contractors employed by unit owners at Crystal Shores West ("CSW") when performing remodeling or construction work so they can understand and fully comply with the Association's requirements and conditions. As much information as possible has been provided, but there may be matters which are not covered by this document. If a Contractor or unit owner has questions about anything, please contact the Association's Management at (775) 831-3755. Nevada law provides that alterations to condominium units may not be conducted without the permission of the Association. [NRS 116.2111]

Contractor and unit owners should be aware that there are other important documents which relate to construction activities conducted at CSW, including but not limited to the Association's Articles of Incorporation (1964, as amended), the Restated Bylaws (2004), the Restated Declaration of Covenants, Conditions, Restrictions and Easements (2004), the HOA Policy (2002), and the Rules and Regulations (adopted 1995, amended 2013), and the Board of Directors' Policy Regarding Owner Improvement (2014), and as these documents may be amended from time to time. Contractor can obtain current versions of these documents upon request from Management while unit owners can access them on line at www.crystalshoreswest.com.

Unit owners are responsible for ensuring that their Contractor and subcontractors are provided a copy of this document prior to commencing any construction work at CSW. Unit owners are responsible for complying with the Board Policy Regarding Owner Improvement which is applicable to remodels and construction and covers requirements on insurance, Association approval, common utility spaces, indemnity and notice to adjacent owners.

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Contractor's License. Contractor shall provide Association's Management with a current Nevada contractor's license prior to commencing the project and any construction on CSW property or within any unit at CSW.

Plans and Approvals. Contractor shall not commence any remodel or other construction work for any unit owner at CSW without first ensuring that (1) the remodel or construction plans have been approved and a building permit issued by the Washoe County Building Department (unless the work is by law exempt from such requirements), and (2) the Association has approved the project and plans (unless the work is exempt from such requirement).

Before any demolition, remodeling or construction work shall commence, Contractor shall inform the Association's Management of the following: (1) name of the Contractor and subcontractors, (2) a description of the project, and (3) the planned commencement date of the work. All plan changes must be approved in the same manner as the original plans and before construction.

Preconstruction Walk-Through. Prior to the start of demolition and construction the Contractor will schedule a preconstruction walkthrough with the Association Manager and Board Member if available. During the walkthrough, the condition of the property will be noted and recorded to eliminate any disagreements.

Building Code Compliance. Contractor shall ensure that all construction and remodeling work shall comply with all applicable current building and safety codes.

Notice to Proceed. Contractor shall not commence any demolition, remodeling or construction activities at CSW within any unit unless it has first obtained a written Notice to Proceed from Association's Management.

Insurance. Unit owners may only use a contractor that carries insurance as required by the Association. Prior to commencing work on CSW property or in any unit, Contractor shall procure and provide the Association, at Contractor's expense, and maintain at all times during the remodel or construction project, the types and amounts of insurance specified below. The specified insurance shall include and insure Crystal Shores West Association, its Board, officers, employees and agents, their successors and assigns, Crystal Shores Maintenance ("CSMI"), including its officers and employees, and the CSW unit owner, as additional insureds, against the areas of risk associated with the construction or remodel project to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, and property damage suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act, omission or activity of Contractor, or any person acting for it or under its control or direction, or any person performing construction work on the project premises.

REQUIRED INSURANCE		
Type of Insurance.	Limits	
Occurrence Based Comprehensive General Liability Insurance or Commercial General Liability Insurance covering all operations for BI and PD liability as indicated including coverage for (1) premises & operations, (2) products liability & completed operations; (3) contractual liability insuring obligations assumed; (4) board form PD (including completed operations; (5) explosion, collapse & underground hazards; and (6) personal injury.	Occurrence Based Comprehensive General Liability Insurance	\$1,000,000 each occurrence (combined single limit for BI & PD; \$1,000,000 for PI; \$1,000,000 aggregate for products-completed operations; \$1,000,000 general aggregate
	Commercial General Liability Insurance	Combined single limit of \$1,000,000 each occurrence and \$1,000,000 aggregate
Automobile Liability Insurance	\$300,000-\$500,000	
Workers Compensation Insurance	As required by state law.	

PI: personal injury BI: bodily injury PD: property damage

Each insurance policy (other than Worker's Compensation, Employers' Liability, and Property All Risk Insurance) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the Contractor under Contractor's Agreement with the unit owner of the project."

All such insurance shall be primary and noncontributing with any other insurance held by Association where liability arises out of or results from the acts of omissions of the Contractor or those of its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Contractor.

Common Areas – Stairs, Walkways and Landings. The Association has a large investment in the common areas, steps, walkways, porches and landings on CSW property. The Association recognizes that a remodel or construction project may result in more than ordinary wear and tear on certain of these common areas, including stairs, decks, porches, and landings. In some cases, hand rails, light fixtures or other improvements may be damaged due to construction activities. Because these areas may become damaged or suffer more than ordinary wear and tear as a result of the construction and remodel, the Association has deemed the following requirements appropriate when the damage is the result of the construction activities:

- (1) Any stairs, decks, porches or landings having more than minimum wear and tear must be refinished.
- (2) Any stair treads that have their front edge worn off, split or chipped must be replaced and refinished to match the existing treads.
- (3) Any handrails that are damaged must be restored to their original condition.
- (4) Any light fixtures that are damaged must be replaced with new matching fixtures.
- (5) Any vegetation that is damaged must be replaced.

The Association's Management shall make the determination as to whether the damage or injury resulted from the acts or omissions of the Contractor in performing the construction or remodeling project. This determination, however, may be appealed for review to the President of the Board of Directors whose decision shall be final.

Debris Boxes. Due to the limited parking areas at CSW, construction debris boxes are only allowed only for a limited time. Contractor shall consult with the Association Management prior to scheduling the delivery of a debris box to determine the location and permitted duration of time the box may remain on CSW property. The use of debris boxes during the summer months of July and August is discouraged and their allowable length of time on CSW property may be shortened. At no time shall Contractor dispose of any items in the Association's trash containers.

Exterior Modifications/Penetrations. All exterior modifications and changes, including penetrations to the exterior (vent pipes, exhaust vents, dryer vents, etc.) must be approved by the Association before installation.

Job Site: The job site must be kept clean and safe at all times. Proper signs must be erected to make residents aware of any dangerous conditions. All debris must be removed from the job site daily and the area around the unit must be broom clean.

Material Storage. All materials must be stored in the owner's unit or the unit's garage. It is understood that at times there may be large material orders that will be delivered and off loaded outside a unit that is under construction. When a large order is received, the material may be stored in the adjacent CSW parking area until it can be moved inside the unit or to a garage, but in no case shall the material be allowed to sit outside for more than eight (8) hours.

Parking. The Association has limited parking, particularly during the summer months. While construction during July and August is by permission only, in no case may Contractor with its subcontractors be allowed to have more than six (6) cars on CSW property at any one time. Any exceptions must be approved by Management. The Association encourages Contractor and its subcontractors to arrange for and use carpooling while working at CSW.

Deck Railings and Glass; Windows and Doors. Designs for (1) deck railing and deck glass, (2) exterior windows, and (3) exterior doors must be approved by the Association. The fact that a design at another unit(s) already exists is not grounds for approval. All exterior designs must be approved by the Association before construction.

Exterior Painting. No exterior painting is permitted with the prior written approval of the Association's management.

Foundations and Common Walls. The Board of Director's 2014 Resolution addresses any construction which pertains to the foundation or common walls of a unit.

Rules and Regulations: All construction workers are subject to the Association's Rules and Regulations unless otherwise stated in this document.

Sanitation Facilities: Contractor shall have no more than one portable toilet on CSW property at any one time. If there is more than one remodel occurring at any one time, then the respective contractors shall share the cost and use of the one facility. The location of the Sanitation Facilities must be approved by Association Management.

Satellite Dishes. Satellite dishes must be placed so as not to be a view obstruction of vision from any adjoining unit. Final location of the dish must be approved by Association Management.

Security Deposit: The Association requires a security deposit prior to the start of construction. The security deposit will be used to ensure that all damage is properly repaired. Any damage not repaired by Contractor shall be repaired by the Association and billed against the deposit. Any amount exceeding the deposit shall be billed to the unit owner. The following schedule will be used to determine the amount of deposit:

Value of Construction		Monetary Deposit
From	To	
\$5000	\$15,000.	\$500
\$15,001	\$50,000	\$1,000
\$50,001	And Up	\$2,000

Subcontractors. The General Contractor is responsible for the actions of all subcontractors related to the project or job.

Construction Hours and Duration of Project. Construction hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. No construction shall be allowed on any legal holiday or on weekends.

Construction projects are limited to one hundred and eighty (180) days. Extensions may be granted upon application and approval of the Board of Directors.

Unit owner construction is not allowed during the months of July and August unless prior approval is given by Association Management.

Final Approval. Construction Projects are not considered complete until final approval is received from both the Washoe County Building Department and the Association. Contractor shall schedule a final inspection with the Association's Management after receiving a Certificate of Occupancy from the County Building Department.