

AMENDMENT TO RULES AND REGULATIONS  
ADDRESSING SHORT TERM RENTALS  
TYROLIAN VILLAGE ASSOCIATION

Tyrolian Village is zoned by Washoe County as single-family occupancy. Association's CC&Rs prohibit the subdivision of any unit into separate living spaces. The HOA will enforce its governing documents but also reserves the right to notify the County as to any zoning or subdivision violations.

**Therefore**, the Board of Directors wishes to adopt this amended Rule K.2 and adopt Rule K.3 pertaining to Short Term Rentals, also referred to as Transient Commercial Use ("TCU"). This Revised Rule K will be included in the omnibus Rules and Regulations of the Tyrolian Village Association.

K SINGLE FAMILY DWELLINGS

1. Contact Information: All Owners should keep the Management Company apprised of their current contact information including a good phone number for emergency access.
2. Leases: Owners must provide a copy of the Association's Rules & Regulations to any renter of their property. This includes long term rentals, short term rentals, as well as ski leases and other similar seasonal rentals. Owners must include in their rental listings: quiet hours, garage dimensions (to avoid oversized vehicles) and any other parking limitations specific to their unit. In addition to the Owners' contact information, an emergency number for a local point of contact must be provided to the Management Company.
3. Short-Term Rentals. These Rules establish the requirements for Short-Term Rental (STR) or Transient Commercial Use of Units (TCU) and apply to all Owners. Owners who lease their Units for under twenty-eight (28) consecutive days must comply with the following Rules to be allowed to use the Units for STR within the Association. It is the intent of these Rules to preserve the single-family residential character, atmosphere, and ambiance of the Association. Further, the Subject Property was approved as a residential development and not as a timeshare or hotel development.

3.01.1 Definitions:

3.01.2 "Common Elements" is a collective term that refers to the portions of the Subject Property designated on the final subdivision map for Tyrolian Village.

3.01.3 "Local Contact Person" or "LCP" shall mean the Person or agent designated by the Owner who complies with Washoe County regulations requiring a local responsible party. Owners must notify the Association immediately of any change regarding the Local Contact Person.

3.01.4 "Overnight Parking" shall mean and refer to a vehicle parked in the community at any time between 12AM and 6AM.

- 3.01.5 "Owner" shall mean the person or persons listed on the Unit's recorded deed.
- 3.01.6 "Transient Commercial Use" or "Short-Term Rental" shall mean and refer to the leasing or rental of a Unit or Units in the Association for remuneration for thirty or fewer consecutive days. This may be referred to as TCU or STR.
- 3.01.7 "Unit" means a physical portion of the common-interest community that is designated for separate ownership and occupancy.
- 3.01.8 "STR Permit" shall mean the permit issued by Washoe County and required for the rental of a Unit for Transient Commercial Use.
- 3.01.9 Other capitalized terms refer to those terms in the Eighth Amended and Restated Declaration of Covenants, Conditions and Restrictions of Tyrolian Village Association, Inc., a Planned Community ("Declaration") and any amendments.
- 3.02.1 No Owner, their Invitees or Tenants shall create a time-share license or program in any Unit.
- 3.02.2 Owners shall provide a copy of their current Washoe County permit to the Association's Management Company and must inform the Management Company if there are any changes to their permit.
- 3.02.3 Owners shall obtain and must hold a current Washoe County STR Permit. Any revocation of the Washoe County STR Permit shall result in immediate revocation of the privilege of TCU rental within the Association. There shall be no Tier 2 or Tier 3 STR Permit allowed in the Subject Property.
- 3.02.4 Owners shall register their Unit(s) annually with the Association's Management Company by providing the units' Washoe County Permit, LCP information any required insurance information and permit fee to Management Company,. The information will be due upon renewal.
- 3.02.5 The Board reserves the right to deny approval for a TCU if the owner does not provide the information and documents set forth in this document and as updated from time to time by the Board.
- 3.02.6 The following criteria pertaining to the Local Contact Person (LCP) must be met:  
The LCP shall have a "Nuisance Response Plan" that includes contact information and the ability to respond to a nuisance complaint within 30 minutes. The LCP must complete written documentation within one hour of the complaint of the steps taken to resolve the complaint and/or violation and shall send the written documentation by the end of the next business day to the Association's Management Company.. The Nuisance Response Plan must be updated whenever changes are made and any failure to comply with the Nuisance Response Plan shall be a violation. The LCP shall provide evidence as provided herein that it has staff within 10 miles of the Unit available 24/7 to respond to any matter, including but not limited to, violations of any of the Rules, nuisances, and emergencies. The names,

numbers and addresses showing the location of staff within 10 miles of the Unit shall be provided to the Management Company and may be published to unit owners.

- 3.02.7 Owners shall pay the annual registration fee to the Association in an amount of \$500.00 for rentals that constitute a Tier 1 occupancy under the Washoe County STR Permit and shall be required to obtain an approval annually from the Association's Management Company. These annual fees shall be increased each year by the CPI (Consumer Price Index) and shall be confirmed during the budget process each year.
- 3.02.8 Owners using their Unit for TCU shall provide the Association's Management Company with a Certificate of Insurance covering short-term tenant liability in the amount of not less than \$500,000 per occurrence and listing the Association and the Management Company as an additional insured on the policy.
- 3.03.1 The Association's Management Company will publish a list of all licensed TCUs on the Association's website/portal. This list will include the Local Contact Person's information. This list may be obtained through the Association's Management Company or on the Association's website/portal
- 3.03.2 Owners will be responsible for any management or operational fees incurred by TVA for the administration of their TCU. These fees will be billed directly to the TCU owner.
- 3.03.3 Owners and their tenants are jointly and severally responsible for reading and complying with all provisions of State and local laws and the Association's governing documents, including all Rules and Regulations, and parking regulations.
- 3.03.4 TCU requires a minimum stay of 2 nights. Shorter rentals are prohibited.
- 3.03.5 Upon completion of proper registration and compliance with the Rules, it will constitute the Board's approval of the TCU.
- 3.03.6 The Association's Management Company shall maintain a list of all TCUs within the community.
- 3.03.7 The Association's Management Company may communicate with Washoe County and the North Lake Tahoe Fire Department regarding any issues concerning this Rule K.3, including any concerns or violations. The Board will review communications as appropriate.
- 3.03.7 TVA quiet hours are 10pm to 6 am. To preserve the community quiet hours no STR guest may check into or out of a unit during the established quiet hours.
- 3.03.8 Failure to comply with this Rule may result in fines and/or other sanctions after notice and hearing in accordance with NRS 116.31031 and the Association's Governing Documents and Enforcement Procedures. Fines will be assessed commensurate with the severity of the violation. Sanctions may include revocation of the TCU approval

from the Association.

- 3.03.9 In the event the Association incurs any expenses that are not covered by insurance or increase insurance premiums to the Association as a result of the use of any Unit for TCU, the TCU Owners may have such expenses assessed against the Owner and/or the Unit.
- 3.04.1 No Owner shall offer or sell any interest in any Unit under a “timesharing” or “interval ownership” plan. Timeshare plan means any arrangement, plan scheme, or similar device, whether by membership agreement, bylaws, shareholder agreement, partnership agreement, sale, lease, deed, license, right to use agreement, or by any other means, whereby a purchaser, in exchange for consideration, receives the right to exclusive use of an accommodation or accommodations, whether through the granting of ownership rights, possessory rights or otherwise, for a period of time less than a full year during any given year, on a recurring basis for more than one year, but not necessarily for consecutive years. This shall also include “home swapping” programs in which the Owner allows occupancy in their Unit in exchange for credits for use of another home included in the program as a direct remuneration for use of their Unit.
- 3.04.2 TCU guests may not bring pets of any type into the Association. Allowances will be made for qualified service dogs only.
- 3.04.3 TCU within the Subject Property may only be allowed for the Owners of the Unit which is not transferable. TCU is limited to one (1) Unit within the Subject Property.

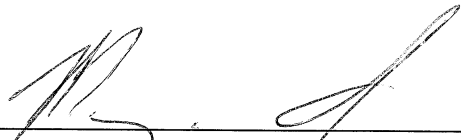
### **Effective Dates and Approval**

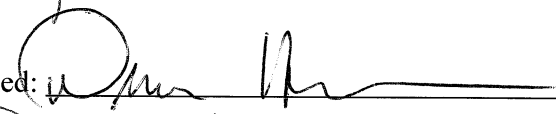
The amended Rule K.2 and newly adopted Rule K.3 applies to all Owners, including those who have a current STR permit from Washoe County. The Rule will take effect:

(a) with respect to Owners who do not have an STR permit, thirty (30) days following delivery to all Owners;

(b) with respect to Owners who currently have an STR permit, thirty (30) days following delivery of this Rule to such Owners. Owners who have existing contracts as of the date of this Rule K.3 shall be allowed to honor those contracts even if inconsistent with this Rule K.3 if they provide copies of any contracts existing before the date of this Rule K.3 to the Community Manager within the thirty days. Failure to provide copies of any contracts that are existing will result in a forfeiture of permission to engage in any rental that is not consistent with this Rule K.3.

This Rule K shall be in effect as of the date above and remain in effect until superseded and shall be incorporated in the omnibus Rules and Regulations Rule K.

Signed:   
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Mayra Hendrickson, President

Signed:   
\_\_\_\_\_  
Dema Herrera, Secretary

The undersigned certifies that a copy of these additional Rules was delivered to all Owners of record on MAY 1ST, 2023.

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