

Woodland Village Association Property Usage Rules

Last updated 10/22/2008

The Woodland Village Association ("**The Association**") is very similar to a city or county government. Each has elected officials, public meetings, rules, and the ability to enforce them.

The Association's rules do not replace, but instead add to, the laws of Washoe County, the State of Nevada, and the Federal Government. The Association usually does not enforce other government's rules, but may call upon other governments for assistance whenever appropriate.

In some cases other governments may have tougher rules than the Association rules. Each government may enforce their own laws within Woodland Village.

This document may change from time to time as a result of action taken by The Association at a properly noticed public meeting. An up-to-date copy is always available from the Association's office or by visiting here again. Be sure to check with the "[amendments](#)" page periodically.

The Board provides information about its rules through one or more paid compliance/information officers. The compliance/information officers also receive complaints (which may be anonymous) through the mail or over the phone. Usually before taking any action on a complaint, the officers will first attempt to witness the problem. The next step is a letter or phone call. There is usually a fine for each violation, but in most cases fines for the first time are forgiven if the problem is promptly corrected. Residents or owners dealing with the officers have the same rights as they would dealing with a city government official, including the right of due process, the right of appeal to the Board of Directors ("**The Board**") or to the courts, and the right to legal representation.

The following rules and regulations are drawn from the [Declaration of Covenants, Conditions and Restrictions](#) for Woodland Village ([CC&Rs](#)) dated May 2000; more particularly Article III - Prohibitive and Mandatory Use Restrictions. As authorized under Section 22, the Board has also implemented fines, additional rules and clarifications, and may (at a public meeting) amend, allow variances to, or revise these rules as deemed appropriate."

The **Seller** refers to the company that sold a newly constructed home to its first owner.

THE RULES

Access to Rear Yards. Most lots have vehicular access to rear yards from the street the home is facing. The Association may allow access to rear yards on corner lots from the side street. For those few lots with a street behind the lot, there will be no vehicular access from that street, and along those streets there will be a fence

approved by the Committee, provided by the Seller and maintained by the lot owner.

Burning. There will be no exterior fires whatsoever located on any lot for the purposes of burning rubbish, waste, weeds, yard trimmings and trash.

Business Activities. The conducting of a business, home occupation or commercial activity in any lot is not allowed unless the Board has issued a Home Occupation Permit covering the specified activity. This provision will in no way prohibit residents from maintaining personal records. Exceptions to this rule are: The Seller for the duration of construction within Woodland Village; and The Seller or residents performing duties of The Association.

The Board will issue Home Occupation Permits for any home occupation which, in the opinion of the Board, would not violate any conditions stated below:

- The home occupation shall be operated entirely within a dwelling unit by a person or persons residing in the dwelling unit as a clearly secondary and incidental use of such dwelling for single family residential purposes and must not change the residential character thereof;
- There shall be no use, including storage, of any accessory building, yard space or activity outside the main building not normally associated with residential use;
- Not more than twenty percent (20%) of the floor space of the main floor, whichever is greater, shall be used for the home occupation;
- There shall not be a substantial amount of stock-in-trade, supplies, or goods stored within the area of the premises used for the home occupation;
- It shall not generate noise or vehicular traffic measurably in excess of that normally associated with single-family residential use;
- Not more than one (1) vehicle, not exceeding one (1) ton in capacity with commercial advertising displayed thereon, shall be kept at the residence;
- There shall be no indication of the home occupation on the exterior of the premises;
- No exterior signs, nor other advertising upon lots or common areas, shall be used which informs the public of the address of the home occupation;
- There shall be no manufacturing, processing or other similar activity on the premises which generates noise, odor, dust, vibration, fumes, smoke, electrical interference or other interference with adjacent properties;
- It shall not be operated without the permission of the owner of the real property.

If the Board determines that the holder of a Home Occupation Permit is violating any of these conditions, the Board may revoke the permit upon ten (10) days written notice.

Camping. No structure of a temporary character, trailer, manufactured home, motor home, camper, tent, shack, garage or other outbuilding will be used as a residence for more than five (5) days. Fourteen day permits may be obtainable from Association staff, but the total of such usage shall not exceed thirty (30) days in any calendar year.

Children. Each owner/resident will be accountable to the remaining owners and residents, their families, visitors and guests, for the conduct and behavior of their children and any children residing or visiting the

owner/resident, and for any property damage caused by children.

Common Areas. Each owner will be liable to the remaining owners for any damage to the common area and common facilities that may be sustained by reason of the negligence of that owner, that owner's family members and pets, contract purchasers, tenants, guests, or invitees, but only to the extent that any such damage is not covered by casualty insurance in favor of the Association. No owner may provide vehicular access or develop the common area or BLM land that may adjoin such owner's property, if any.

Disease and Pests. No owner will permit any thing or condition to exist on his or her lot which may reasonably induce, breed, or harbor infectious plant or animal diseases, rodents or noxious insects. Properly maintained compost piles are permitted.

Fencing. All back yards must be fully enclosed by 6' cedar or redwood fence of a design approved by the Committee. Side yard fences are usually set back 10' from the property line.

The Seller applies a wood sealer to fences approximately 2-3 months after completion. Owners must allow the Seller's contractor access to apply this sealer. Routine sealing and maintenance of fences must be done by lot owners or residents on a schedule set by the Board, using sealing liquids and replacement lumber provided at no cost (current policy) by the Association. Because all homes pay equal Association dues, the Association provides the same amount of sealer to all homes, regardless of the amount of fence. If you buy one of the larger lots, you should plan to buy sealer in addition to that supplied by the Association. The Association will seal the side of fences facing common areas.

Fences provided by The Seller must remain their original color. Fences may only be painted or stained with approved material provided by the Association. Fences that are bleached due to watering must be restained by the owner back to their original color. Damaged fences must be promptly repaired.

Gang activities. Illegal gang activities are not allowed.

Garage sales. Garage and/or yard sales are limited to no more than 5 consecutive days and no more than 3 consecutive weekends and no more than 30 days per calendar year.

Garages. All driveways will be maintained in a neat and orderly condition. Garages may be used as hobby work shops. Garage doors will be maintained in a closed condition except:

- as necessary to permit ingress and egress of authorized vehicles or to clean or work in the garage, or
- garage doors may be left open only when the garage is neat and orderly and the resident is at home.

Garbage. All lot owners will subscribe to and pay for solid waste collection by a properly licensed or franchised solid waste collection company. No rubbish, trash, or garbage will be allowed to accumulate on lots. Trash will be stored in appropriate covered containers, which will be stored within fenced rear yards or garages except between 24 hours before collection and 24 hours after collection.

Insurance. Nothing will be done or kept on any lot or within the common area which will increase the rate of insurance on any policy maintained by The Association without the prior written consent of the Board. No

owner will permit anything to be done or kept on his or her lot or within the common area which would cause any improvements to be uninsurable against loss by fire or casualty, or result in the cancellation of insurance on any residence or any part of the common area.

Landscaping. Front yard landscaping must be completed in compliance with the schedule agreed to in the Purchase and Sale Agreement. The vegetation and landscaping on any lot will be planted and maintained by owner/resident in such a manner as to comply with the Landscape Manual for Woodland Village, comply with setback and easement requirements, reduce the risk of fire, prevent erosion of soils, encourage the growth of indigenous ground cover, conserve water, and cause proper drainage. You are strongly encouraged to plant fast-growing trees, so that you could have mature trees within a reasonable number of years.

Machinery and Equipment. No machinery or equipment of any kind will be placed, operated or maintained upon or adjacent to any lot except that which is usual for maintenance or repair of a residence or property. Such equipment may not exceed 6 feet in height, weigh more than 1 ton, and will be kept behind the 6' fence.

Mail. The Post Office will not deliver mail on a street until most construction work on that street is complete. Mail will be held for you at the Stead Post Office until that time.

Maintenance. All lots and residences and other improvements or landscaping, will at all times be maintained in such a manner as to prevent their becoming unsightly, specifically including but not limited to, exterior painting and staining. All walkways and driveways will be maintained in a neat and orderly fashion. Grease and oil stains on driveways will be reasonably limited.

Manufactured housing. Manufactured housing (including other definitions such as mobile homes and prefabricated housing), and all other types of transportable permanent residences, are not permitted.

Mining No drilling, refining, quarrying or mining operations of any kind will be permitted on any property.

Nuisances. Section 3.2.3 of the CC&Rs states that nuisances and noxious activities are not permitted. It is anticipated that the majority of the enforcement and associated fines will be directed at barking dogs, excessive vehicle idling, loud vehicle exhaust systems, and loud vehicle sound systems.

Parking and Vehicle Restrictions. Vehicle parking and usage is limited to the following:

- **Personal transportation.** Cars, motorcycles, pickup trucks and vans (no larger than suitable for residential use) may be parked in garages, on driveways, alongside driveways, and on the street . These vehicles must be licensed, operational, and must be moved within each three day period. Parking on the street must be only in front of the home to which the vehicle belongs, must be parallel to, and within one foot of, the curb and must not block sidewalks.
- **Recreational Vehicles.** Travel trailers, motorhomes, tent trailers, 5th wheel trailers, motorcycles, ATV's, Odysseys, horse trailers, jetskis, snowmobiles, boats and appropriate trailers, with or without current registration, may be parked only within garages and back yards in quantities consistent with single family residency. See "Camping" for exceptions. These vehicles may be left out for no more than 24 hours within any seven day period for loading and unloading. These vehicles taller than 6 feet must not be in need of major visible repair or repainting. Dumping of holding tank contents into storm drains

strictly prohibited.

Buses that have been converted to a motorhome are not allowed, unless a variance is granted by the Board. Such variances will usually be granted if the motorhome has the appearance of a "factory" motorhome conversion, is in excellent condition, is not painted school bus colors, and has current registration and insurance. Conversions "in progress" are specifically not allowed.

- **Campers.** Only one pickup truck with a camper shall be permitted per residence and shall be parked only on lots, and shall not be parked on streets. If not used daily for transportation, it must be parked behind the fence.
- **Mud.** Vehicles of any kind must not track mud from unpaved areas onto paved streets.
- **Large Vehicles.** The following vehicles are not allowed except for pickup and delivery consistent with residential use of the property.
 - Trucks or vans with gross vehicle weight exceeding 12,000 pounds.
 - Trucks or vans, except pickup trucks and RVs with six or more tires.
 - Trucks or vans exceeding 8 feet in height.
 - Trucks or vans with refrigerated storage.
 - Trucks or vans designed to carry 16 or more passengers.
 - Trucks or vans with Hazmat tags.
 - Commercial use trailers.
- **Project Vehicles.** Up to two vehicles as described above as "Personal Transportation", are allowed in garages and back yards even if not licensed, not operational, or in need of major visible repair or repainting.
- **Trailers.** Licensed trailers designed to hold small tools and work supplies, length not to exceed 16 feet, height not to exceed 8 feet, may be parked on streets, but only if moved out of Woodland Village at least five days per week, or parked behind the vehicle gate or in the garage.
- **Other Vehicles.** Other types of vehicles, other than those listed above, are not permitted.
- **Common Areas** There shall be no overnight parking on Association common areas.

Pets. On each lot, there shall be no more than 5 adult common household pets that are allowed outside the walls of the dwelling unit. There is no limit on juvenile common household pets or on common household pets that do not leave the walls of the dwelling unit. The Board may impose at its discretion further rules governing control of pets. Note: Washoe County has stricter rules regarding pets, and may or may not enforce those rules. No other animals, livestock, or poultry of any kind (including peacocks, chickens, and turkeys) will be kept, slaughtered, bred or raised on any lot or in any residence.

Each owner/resident will be accountable to the remaining owners and residents, their families, visitors and guests, for the conduct and behavior of their pets and any pets residing with or visiting the owner/resident, and for any property damage caused by pets. The Association, its Board, officers, employees and agents will have no liability for any damage or injury to persons or property caused by any pet.

Pets will be allowed in front of a lot or on the common area only when they are under attended supervision and restraint. Pet owners will be responsible for the prompt disposal of pet wastes deposited by their pets anywhere within Woodland Village.

Signs: Permanent placement of signs is not permitted except as noted below. No advertising signs or billboards

will be displayed on any lot or posted within or upon any portion of the common area except signs no larger than 2 feet by 2 feet only for: a single political campaign, "For Rent," "For Lease" "For Sale," or as required by legal proceedings.

Up to two 4" x 12" Association approved "Beware of Dog" signs are allowed on the fence.

One sign of the following type is allowed: Garden sign may be no larger than 12" X18" or 16" in diameter; no vulgar/hate language or graphics permissible; no advertising/company names; and must be maintained in like new condition. The Board will be the final determinant of vulgar/hate language or design, and may order signs removed at any time.

Signs directing attention to a specific activity, such as a garage sale, wedding or open house, may be placed for no more than three days within any seven days on: any lot with permission of the lot owner, or on fences.

A single Security sign is allowed, overall height may be no taller than 24" with 6" in ground @least (30: maximum height) sign size not to exceed 12" x 8" (standard size). Must be a professional sign by a licensed security company only. Must be located in the front yard on porch side and must be installed against porch railing and/or foundation closest to front door, and must be maintained in new like condition

The Seller is allowed to erect and maintain model homes and place advertising signs and billboards upon any property owned by The Seller.

Streets: If applicable, all provisions of Article IV (Property Usage) of the CC&Rs and all provisions of these Property Usage Rules apply to the activities and usage of lot owners, lot occupants and their guests when the activities and usage occur on streets, sidewalks and other publicly owned property within Woodland Village.

Storage. Storage of personal property on any lot will be entirely within enclosed storage areas and portions of the lot not visible to others. There will be no wood piles nor storage piles accumulated on top, or outside, of any enclosed storage area although residents will be entitled to stack firewood for personal use up to 6 feet high within the fenced rear yard.

Storage visible from the street is temporarily allowed for garage and/or yard sales (see Garage Sales above).

The Association has the right to establish and maintain on the properties appropriate storage yards and storage buildings for the maintenance of materials and equipment used by the Association in connection with its planting, building, repair, maintenance and preservation of the structures, gardens and other improvements within the common areas.

Variiances. The Board is authorized to grant reasonable variances from the property use restrictions set forth in the CC&Rs and these Rules and Regulations, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected owner or fail to further or preserve the common plan and scheme of development and property protection intended by the Declaration. The granting of one variance will not be considered precedent for the granting of subsequent variances. The opinions of adjoining property owners must be considered by the Board prior to approval of a variance.

Window Coverings. Any windows in a house that are visible from a public street or a common area will be

covered with appropriate materials within 60 days of close of escrow. Inappropriate materials include, but are not limited to, blankets, newspaper, tarps, towels, rugs and flags.

Zoning. All lots within the properties will be used solely for the construction of residences whose occupancy and use will be restricted to single family residential use. In no event will a residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation.

The term "single family residential use," as used here, shall mean use by one or more persons residing and cooking together as a single housekeeping unit, provided any group of persons either:

- is composed exclusively of family members who are related by blood, marriage or legal adoption to each other as grandparents, parents or children, OR
- contains a maximum number not exceeding two multiplied by the number of bedrooms in the home. The number of bedrooms in any home is the number shown on the plans approved by Washoe County at the time of original construction of the home, not the number of rooms actually used as bedrooms, and not including any bedrooms added by subsequent remodeling or additions.