

Rules and Regulations July 2011

CIMARRON MASTER ASSOCIATION RULES AND REGULATIONS APPROVED JULY 11, 2011

Community living requires a high degree of cooperation and thoughtfulness by and among the Residents. It should be the desire of all Residents to maintain an attractive, congenial, and pleasant living environment.

The Declaration of Covenants, Conditions and Restrictions for CIMARRON MASTER ASSOCIATION, INC. vests, empowers, and charges the Board of Directors with the duty, responsibility, and authority, to adopt and enforce Rules and Regulations governing the conduct of all persons living in, or visiting CIMARRON MASTER ASSOCIATION, INC.

The following Rules and Regulations are adopted for the use of Common Elements, Conduct of Residents, use of Units and to ensure that members of the Association shall have a pleasant environment in which to live.

These Rules and Regulations shall apply to all Owners, Residents, guests, invitees, and all other persons when entering upon the property of CIMARRON MASTER ASSOCIATION development.

These Rules do not supersede the Articles, By-Laws, Declaration of Covenants, Conditions and Restrictions.

DEFINITIONS

Association: The term "Association" shall mean the Cimarron Master Association, Inc. a non-profit organization.

Board: The term "Board" shall mean the Board of Directors of the Association.

CC&Rs: The term "CC&Rs" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Cimarron Master Association, Inc. recorded in Washoe County as document 2013138, on July 16, 1996, and including any amendments there to subsequently recorded affecting CIMARRON MASTER ASSOCIATION, INC.

CIMARRON MASTER ASSOCIATION: The term "CIMARRON MASTER ASSOCIATION" shall mean that certain real property and all improvements located thereon described in the CC&Rs and all supplements and amendments thereto pertaining to CIMARRON MASTER ASSOCIATION as duly recorded in the official records of Washoe County, Nevada.

Common Area: The term "Common Area" shall include all property within CIMARRON MASTER ASSOCIATION, real, personal and mixed, which is not otherwise privately owned by individual Owners of real property within CIMARRON MASTER ASSOCIATION, including street right-of-ways.

Manager: The term "Manager" means the person or entity retained as a community manager and designated by the Board to manage the affairs of the Project and to perform various other duties assigned by the Board and by the provisions of the CC&Rs.

Owner: The terms "Owner" or "Owners of a Project Lot" shall mean any person or entity, including Declarant, that holds a fee simple interest in a Project Lot.

Property within CIMARRON MASTER ASSOCIATION: The term "Property within CIMARRON MASTER ASSOCIATION" shall mean all property subject to the CC&Rs.

Resident: The term "Resident" or "Residents" shall mean any person inhabiting an improved lot or Unit within Cimarron Master Association.

Rules: The term "Rules" shall mean these Rules and Regulations.

Other terms shall have the same meaning as the definitions provided in the CC&Rs.

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RULE 1

OWNER'S RESPONSIBILITIES

- 1.1 It is the Owner's responsibility to see that all Residents and persons inhabiting their Single Family Residence Unit or visiting CIMARRON MASTER ASSOCIATION are in compliance with the Articles of Incorporation, By-Laws, Rules, and the Declaration of Covenants, Conditions and Restrictions (collectively "the Governing Documents").
- 1.2 The Rules set forth below apply to Owners, Residents, and visitors of CIMARRON MASTER ASSOCIATION. It is each Owner's responsibility to make certain, if they lease or rent their Single Family Residential Unit, the Resident receives a copy of, and abides by, the Governing Documents.
- 1.3 Single Family Residential Units may not be leased for transient or hotel purposes and Single Family Residential Units are not permitted to be leased for a period of

less than thirty (30) days. Timesharing and other similar programs are not permitted.

- 1.4 Owners and/or Residents shall submit written complaints to the Board or the Manager. Those making a complaint must, to the best of their ability, supply the Manager with the correct, full address of the person or persons causing the violation.
- 1.5 Each Owner must inform the Manager of his or her telephone number. If an owner's mailing address is changed, the Manager must be notified in writing and the document must be signed by the legal owners of the Unit. Forms can be obtained from the Manager upon request.
- 1.6 Report promptly any damage or problems in the Common Areas. This includes, but is not limited to: broken sprinklers, problems with the landscaping or water features. Please report items of this type to the Manager, care of Eugene Burger Management Corporation, 5011 Meadowood Mall Way, Suite 200, Reno, Nevada 89502, (775) 828-3664, Fax (775) 828-2677.
- 1.7 No homeowner and/or Resident shall interfere with the enjoyment, comfort, rights or convenience of any other homeowner and/or Resident, nor annoy any homeowner and/or Resident by loud or unreasonable noise or by any nuisance.

RULE 2

STREET, PARKING AREAS, COMMON AREA AND PATHWAYS

2.1 STREETS

- A. All of the streets within CIMARRON MASTER ASSOCIATION are public streets subject to the control of the City of Sparks. This Rule 2.1 is not subject to any enforcement proceedings by Cimarron Master Association. However, any Owner or the Association may report such actions that violate this Rule to the City of Sparks.
- B. The speed limit on all streets shall be 25 miles per hour unless otherwise posted.
- C. Streets are not to be used by unlicensed motorcycles or motorized vehicles by anyone not licensed to operate a motor vehicle on a public street.
- D. Streets shall not be used as playground areas or for use of skates, skateboards, scooters, wagons, or other propelled vehicles so as to create a hazardous condition.
- E. No vehicle or motorcycle repair work will be permitted on any street.

2.2 PARKING

- A. All Residents/Owners shall provide adequate parking for each vehicle registered to the Unit for regular access to CIMARRON MASTER ASSOCIATION. *A vehicle shall be presumed abandoned if it does not have a current vehicle license, registration, and insurance.*

- B. No boat, camper, trailer, truck-camper or caravan top which is separate from a vehicle shall be stored or parked for other than loading or unloading purposes on any driveway, street, or front part of any Unit. Trucks with campers, motor camper homes, or similar recreational vehicles shall not be stored for more than four (4) successive days. In addition to other remedies available, and as allowed by law, violation of this Rule may result in the towing of the vehicle with notice as required by applicable law at the Owner's expense.
- C. There will be no exceptions to the Rule unless otherwise approved by the Board. All Owners/Residents who desire to obtain a variance of the Rule must apply to the Board and receive its prior approval. The application shall be in writing and shall contain information that is necessary for the Board to reasonably evaluate the validity of the request, noting the desired time frame in which the vehicle will be parked within Cimarron Master Association, make, model, and license number.
- D. Any vehicle cited for violation of the aforementioned parking regulations shall cause enforcement against the Resident/Owner.

2.3 COMMON AREA AND PATHWAYS

- A. Motorized vehicles including ATVs, motorcycles, powered scooters, etc. are not allowed in common areas or on pathways at any time.
- B. Horseback riding is not allowed in Common Areas or on pathways at any time.
- C. Noisy or smoky vehicles, large power equipment or tools, unlicensed off-road vehicles or other items which may unreasonably disturb other residents may not be located, used or placed on any portion of the Common Areas.

RULE 3 PETS

- 3.1 **CONTROL OF PETS:** No pet shall be permitted off the pet Owner's property unless secured by a leash or otherwise suitably controlled or restrained.
- 3.2 **PET WASTE DISPOSAL:** Any person owning or having control or custody of any pet shall not permit the animal to defecate upon the private property of another or the Common Area unless the person immediately removes the animal waste and properly disposes of it; provided, however, that this Rule 3.2 shall not authorize any such person to enter upon the private property of another without permission. No person shall walk a pet, or allow the pet to go, on the private property of others without first obtaining permission and must carry at all times a suitable container or other suitable instrument for removal or disposal of animal waste.
- 3.3 **PET NOISE:** No person shall keep or own any animal in CIMARRON MASTER ASSOCIATION, which by loud or frequent barking, yelping or other

noise causes annoyance to other Owners or Residents within CIMARRON MASTER ASSOCIATION.

- 3.4 **NUMBER OF PETS:** No animals including pigs, birds or reptiles of any kind shall be kept within a Single Family Residential Unit except for a maximum of two (2) dogs, two (2) cats or other common or ordinary household pets. An exception will be made for a Single Family Residential Unit that consists of at least $\frac{3}{4}$ acre and the exception is approved and in writing by the Executive Board (CC&Rs section 8.2(c)).

RULE 4 GENERAL

4.1 REFUSE CONTROL:

- A. No garbage, refuse, discards, obnoxious, or offensive materials shall be permitted to accumulate on any portion of the Common Areas or any Unit, and the Owner and/or Resident thereof shall cause all garbage and other like materials to be disposed of by and in accordance with, accepted sanitary practice.
- B. Garbage and refuse shall not be put out for collection until the night before the morning that collection is made. All wet garbage must be in suitable collection containers with secure lids. Any garbage that is not suitably contained and is scattered by animals, wind, etc. shall be the responsibility of the Owner and/or Resident. Empty containers must be placed behind fences or the interior of the garage or a fully enclosed structure (trash receptacles must not be seen from the street) and shall not remain by the street longer than 24 hours.
- C. Any Resident/Owner continually violating section A and/or B., of 4.6 Refuse Control will receive an invitation to a Hearing with the Board of Directors and may be subject to a fine of \$50.00 per occurrence."Continually violating" shall mean violations occurring more than once in a 30 day period. After an initial fine has been assessed after notice and hearing, if the violation occurs again within the next 365 days, such violation shall be deemed a continuing violation and additional fines may be imposed without further notice or hearing.

- 4.2 **HOLIDAY DECORATIONS:** Holiday decorations and lights may only be placed or erected on a Single Family Residential Unit and must be removed within 3 weeks following any holiday.

- 4.3 **AMERICAN FLAG:** The American Flag and/or Nevada State flag may be displayed on the front of the building or patio fences utilizing pole holder and a pole not to exceed four feet (4') in length or a free standing flag pole upon written approval by the Architectural Committee and in accordance with applicable Nevada law. Flags should only be displayed from sunrise to sunset and taken down during inclement weather. Displaying the American and or State flag after sunset is

considered inappropriate and owners will be so informed. No free standing flag poles in the Common Area will be allowed.

- 4.4 WINDOW TREATMENT:** All windows must be hung with drapes, curtains, blinds or shutters. No other types of window coverings, such as paper, aluminum foil, sheets, etc., can be used.
- 4.5 STORAGE:** Bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items may not be stored visible from streets or adjacent property and may not remain on Common Areas or on a Unit visible from adjacent property when not in use. Portable basketball hoops shall be removed from streets at night. No items are to be left in the Common Area that may obstruct pedestrians using the sidewalks or vehicles using the streets.

RULE 5 CONSTRUCTION WITHIN CIMARRON MASTER ASSOCIATION

- 5.1 OWNER'S RESPONSIBILITIES.** In addition to complying with the CC&Rs and the requirements of the Architectural Committee, each Owner shall:
- A. Comply with these Rules as they pertain to the construction of any improvements to Units in CIMARRON MASTER ASSOCIATION.
 - B. Insure that their contractors read and comply with these Rules that are created for the purpose of protecting the value, desirability and attractiveness of CIMARRON MASTER ASSOCIATION.
 - C. Pay for the damage or destruction to any portion of the Common Area, including greenbelts and trails, caused by the actions of the Contractor, subcontractor or their employees who are performing work on the Units of the Owner. In the event of damage, the Association shall cause it to be repaired or replaced, and the cost and expenses incurred in connection therewith, including attorney's fees and costs, shall be assessed and charged to the Owner. All assessments shall be collected as if it were a lien on the property of the Owner. Please refer to the Association's formal collection policy.
- 5.2 STORAGE OF CONSTRUCTION AND LANDSCAPE MATERIALS:** Storage of construction and landscape materials must be removed from streets and driveways within fourteen (14) days unless a variance is requested and approved in writing by the Architectural Committee. All materials must be marked with cones and/or caution tape if kept in the street. No material is to block the sidewalk access.

VIOLATIONS OF THE RULES AND REGULATIONS AND CC&RS

6.0 NOTICE , HEARING AND FINE PROCESS:

(a) Notice: In the event a rule or restriction is violated, the Board or Manager at the direction of the Board shall serve the Owner with written notice of the violation, by first class U.S. mail, or hand delivered, and notify the Owner of the rule or restriction alleged to have been violated. If the violator is a lessee, guest, invitee, employee or agent of the Owner, the Owner shall nonetheless be responsible and the Owner shall be the one to whom the notice of violation and demand to comply shall be directed, with a copy sent to the Unit if the mailing address is different.

(b) If, after service of the first notice of the violation and demand to comply, the violation continues or reoccurs within six (6) months of the initial violation, the Board or Manager at the direction of the Board shall cause a second and final written notice of the violation, by Certified and First Class U.S. mail or hand delivered, and order the owner to comply with the rule or restriction alleged to have been violated. If the violator is a lessee, guest, invitee, employee or agent of the Owner, the Owner shall nonetheless be responsible and the Owner shall be the one to whom the notice of violation and demand to comply shall be directed, with a copy sent to the Unit if the mailing address is different. The cost for the mailing of the Certified Notice(s) is borne by the Owner.

(c) If, after service of the first and second notice of the violation and demand to comply, the violation continues or reoccurs within six (6) months of the second violation, the Board or Manager at the direction of the Board shall cause to be served upon the responsible Owner a written notice, sent by certified or restricted mail, which notice shall contain (1) Time and date for a hearing, at which time a sanction may be imposed by a Compliance Committee sitting as a Hearing Panel or Board, (ii) the nature of the alleged violation, (iii) the proposed sanction to be imposed, (iv) a statement that the Owner may challenge the fact of the occurrence of the violation, the proposed sanction, or both, (v) the name and address of a contact to challenge the proposed action, and (vi) a statement that the proposed sanction may be imposed as contained in the notice if the Owner does not appear for the hearing.

(d) Compliance Committee Hearing: A hearing before the Compliance Committee sitting as a Hearing Panel or the Board shall be held in private session affording each Owner a reasonable opportunity to be heard. The hearing shall be set and notice of the time, date (which shall not be less than ten (10) days from the delivery of the notice except in situations of health, safety or welfare violations), and place of hearing and an invitation to attend the hearing and produce any statements, evidence and witnesses shall be sent to the Owner by certified mail. Prior to the imposition of any sanction hereunder, proof of notice will be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Manager or other person who delivered such notice. The notice requirement shall be deemed satisfied if the Owner appears at the meeting. The Compliance Committee shall consist of no less than two Committee Homeowner Members and two Board Members.

(e) Result of Hearing Notification: The minutes of the meeting shall contain a written statement of the results of the hearing and sanction, if any imposed, and a written notice shall be mailed to the Owner in a reasonable amount of time. The Owner or other person

to be sanctioned or suspended may appear, be represented by counsel, and be heard at the meeting. The Association may impose an assessment that will be a lien against such Owner's Unit and any sanction that remains unpaid per the collection policy and applicable Nevada law. Further remedies may include instituting a Chapter 38 action to obtain a judgment in the amount of the lien and any other remedies allowed under applicable Nevada law.

(f) Fine Schedule:

General Violations: \$50.00 for each violation and/or ongoing violation, not to exceed a total amount of \$1,000.00. Continuing violations may result in fines have no maximum amount.

Health, Safety or Welfare Violations: \$100.00 or more for each violation and/or ongoing violation, as determined to be commensurate with the severity of the violation. Continuing violations may result in fines that have no maximum amount.

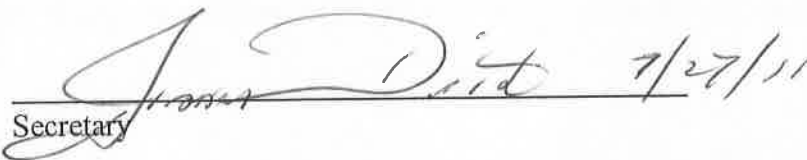
(g) Continuing Violations: If a fine is imposed and the violation is not cured within 14 days (or within any longer period that may be established by the Board) the violation shall be deemed a continuing violation. Thereafter, the Association's Board or Compliance Committee may impose an additional fine for the violation for each seven day period or portion thereof that the violation is not cured. This additional fine may be imposed without notice and without an opportunity to be heard. . Continuing violations may result in fines that have no maximum amount.

CERTIFICATE OF RULES AND REGULATIONS

The undersigned President and Secretary of the Association known as CIMARRON MASTER ASSOCIATION, INC., does hereby certify that the above and foregoing Rules and Regulations were duly adopted by the Board of Directors on the 11 day of July 2011, and that they now constitute said Rules and Regulations. The Rules and Regulations are enforceable after 30 days the written notice and document is provided to the membership.



President



Secretary