

**CIMARRON MASTER ASSOCIATION
RULES AND REGULATIONS
Updated 2021**

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, Bylaws, 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 Elements: The term "Common Element" shall include all property within CIMARRON MASTER ASSOCIATION, real, personal and mixed, which is not otherwise privately owned by individual Owners. Common Elements include common landscaped areas and any other common areas so designated and described in the recorded map or for which the CIMARRON MASTER ASSOCIATION is responsible to maintain.

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 that holds a fee simple interest in a Unit that is located on 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 I

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, Bylaws, 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 sixty (60) days. Timesharing and other similar programs are not permitted.

- 1.4 Owners and/or Residents shall submit written complaints to 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 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.
- 1.6 Report promptly any damage or problems in the Common Elements. 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 Gaston Wilkerson Association Services, 1675 Robb Drive Suite 5, Reno, Nevada 89523, (775) 323-4363, Fax (775) 323-4356.
- 1.7 No Owner and/or Resident shall interfere with the enjoyment, comfort, rights or convenience of any other homeowner and/or Resident, nor annoy any Owner and/or Resident by loud or unreasonable noise or by any nuisance.

RULE 2

STREET, PARKING AREAS, COMMON AREA AND PATHWAYS

STREETS All of the streets within CIMARRON MASTER ASSOCIATION are public streets subject to the control of the City of Sparks.

2.1 PARKING

- A. All Residents/Owners shall provide adequate parking and keep vehicles maintained, insured and registered if not parked in a garage or behind the fence of the home so as not to be visible from the Common Area, the streets or any other Unit.
 - There is no parking of any vehicles permitted in the front or side yard areas of the lot. Only driveway parking is permitted. There are exceptions to this rule only if the lot has rock or other hardscape surface on the garage side of the Single Family Residential Unit. There is no yard parking allowed on the opposite side of the garage, no matter the surface.
 - Vehicles parked in view of the street must be in working order, insured and registered. By way of example, a vehicle with flat tire(s), excessive fluids leaking or other signs rendering a vehicle as inoperable shall be a violation subject to fines.
- 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 and no more than eight (8) days in any thirty (30) day period.
- 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 and/or Owner.

2.2 COMMON AREA AND PATHWAYS

- A. Motorized vehicles including ATVs, motorcycles, powered scooters, golf carts etc. are not allowed in Common Area or on pathways at any time.
- B. Pathways are intended for pedestrian traffic as the primary purpose. Bike riders shall yield to pedestrians.
- C. There should be no personal property left or stored on any Common Area.

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 that causes annoyance to other Owners or Residents within CIMARRON MASTER ASSOCIATION.
- 3.4 **NUMBER OF PETS:** No animals including pigs, birds/fowl (chickens) 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 ¾ acre and the exception is approved and in writing by the Executive Board (CC&Rs section 8.2(c)).

RULE 4

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.

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.

4.6 **HOME MAINTENANCE:**

- A. **PAINTING:** This is required of all owners.
 - The color should not be overly faded, there should be no chips or peeling paint.
 - This applies to both the Single Family Residential Unit and any other structure or outbuilding on the lot.
 - If the colors of the fascia, siding, or any other portion of the exterior are being changed, the proposed change must be approved by the Association prior to

beginning work.

- B. **FENCES:** must be kept in good repair. This includes the replacement of damaged or warped fence boards. Fences must be able to stand on their own without the assistance of braces that can be seen from the street, another Unit, or Common Area, the top caps of fencing must be secure.
- Fences that are visible from the Common Area or streets will also be required to be stained with a designated color on or before December 31, 2022. Designated color information for fence staining may be obtained by contacting management.
 - Fences that have been previously stained with any other color or product will be permitted to remain until such time that a new coat of stain is needed. At that time, approved staining must be used and the prior color or product is prohibited from use.
 - Except as provided below, any fence that is on a property line shall be the shared responsibility of the Owners. If there are any needed repairs and/or staining, the required action shall be the responsibility of both Owners. Any staining must be done consistently so that the fence looks the same from both sides.
 - When a fence has been placed on a property line that only benefits one Owner, the benefitting Owner shall be solely responsible for needed repairs and/or staining.
- C. **YARD CARE:** This is also required maintenance.
- Yards are to be free of weeds all year.
 - Trees and shrubs must be off of public signs and walkways to permit safety all year.
 - Grass areas should be mowed, watered and fertilized to green during the spring/summer months. This is generally April-October (annual weather may require slight modifications to this time frame)

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.

RULE 6

ENFORCEMENT

6.1 **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, and if appropriate, a picture of the violation. 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. In the case of an alleged emergency, abatement or health, safety, welfare violation, the Board may proceed with a hearing without any initial notice.

(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 First Class U.S. mail or hand delivered, and require 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 any Certified Notice(s) is borne by the Owner.

(c) Hearing: A hearing shall be noticed and conducted if the violation is not corrected. The hearing shall be in executive session, unless the Owner requests it be in an open session with all Owners receiving notice and invited to attend. The hearing notice shall include the date, time, location and other relevant information. The Owner or other person to be sanctioned or suspended may appear, be represented by counsel, and be heard at the hearing.

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 following the hearing. The Notice shall include the findings of the Board and any sanctions imposed. The Association may impose appropriate sanctions, including an assessment that may include any attorney's fees incurred, costs or other expenses incurred as a result of the violation.

Any assessment shall 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, commencing an action in a court of competent jurisdiction, and any other remedies allowed under applicable Nevada law.

6.2 FINE SCHEDULE

General Violations: Fines up to \$100.00 for each violation, not to exceed a total amount of \$1,000.00 at a single hearing may be assessed by the Board at the after hearing. Continuing violations may result in continuing fines in accordance with NRS 116.31031 which have no maximum amount.

Health, Safety, Welfare Violations: Fines in any amount may be assessed and shall be commensurate with the severity of the violation.


Abatement: Any expenses incurred or to be incurred to remediate the violation.

The Rules and Regulations were adopted at a meeting of the Board of Directors held January 4, 2021.

ATTEST:

 _____ President

On April 16th, 2021, the undersigned delivered the Rules and Regulations to the Owners at their email or physical address on file with the Association and the Rules and Regulations shall be effective thirty (30) days from such delivery.

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