

**FRANKTOWN ESTATES
HOMEOWNERS ASSOCIATION**

RULES AND REGULATIONS

CREATED: January 28, 2009
ADOPTED: February 11, 2009
EFFECTIVE: March 23, 2009

MAINTENANCE OF LAWNS, PLANTING AND LANDSCAPE

- A. Each Owner shall be responsible for the maintenance of all planted vegetation on his Lot and shall install additional landscaping if required by the ALC, including planting lawn, shrubs, trees or ground cover, within one (1) year of the date of close of escrow to mitigate and eliminate dust, weeds and unsightly yard areas.
- B. Each owner shall keep all shrubs, trees, grass and planting on his lot neatly trimmed, properly cultivated and free from trash, weeds and other unsightly material.
- C. Each Owner shall maintain all trees on his Lot and shall replace any tree that dies or becomes diseased. No Owner shall remove, alter or injure any tree or shrub placed in any area by the Association or by the Owner of the Golf Club and Club Facilities.

VEHICLES / PARKING

- A. Vehicles, except when in use, shall be kept at all times in an enclosed structure or screened so as not to be visible from Neighboring Property, Golf Club or Club Facilities. Vehicles are permitted upon the driveway entry within view, for a period not to exceed 72 hours.
- B. No repair or maintenance work shall be done on any vehicle, other than minor emergency repairs, except so as not to be visible from Neighboring Property, Golf Club or Club Facilities.
- C. No vehicle shall be stored or left within Franktown Estates other than within an enclosed structure. On-street parking by any Owner, Occupant, their family, guests or invitees, may not exceed 12 hours.
- D. Commercial vehicles, including but not limited to trucks, tractors, tractor trailers and those commercial vehicles over 21 feet in length, shall not be parked within the confines of Franktown Estates Homeowners Association. This includes on a homeowner's property.
- E. Recreational vehicles, including but not limited to, boats, travel trailers, motor homes, personal watercraft (such as jet skis), off highway vehicles (such as quads, etc.) and their trailers, and cargo trailers, are permitted to be parked upon the driveway entry within view, for a period not to exceed 72 hours.

TRASH

- A. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an area so as not to be visible from Neighboring Property, Golf Club or Club Facilities, or accessible to wildlife.
- B. Service areas, storage areas, compost piles shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or kept so as not to be visible from Neighboring Property, Golf Club or Club Facilities. All such containers, areas, screens or structures must be approved by the ALC and none shall be erected unless construction of the primary residential Improvement has been commenced.

TEMPORARY STRUCTURES

- A. No tent, shack, motor home, camper, trailer, vehicle or other building, Improvements or structure shall be placed upon any property as temporary living quarters or temporary Improvements.
- B. Temporary structures necessary for storage of tools, equipment and supplies and for office space for architects, builders and foreman during actual construction may be approved by the ALC, such approval to include the nature, size, location and duration of each structure.

SIGNS

The Franktown Estates Homeowners Association reserves the right to regulate the size, color and location of any sign on a case-by-case basis or as a blanket decision. This regulation may include content on the basis of good taste and community standards considerations. The Association has the authority to authorize the removal of sign or signs in violation of these regulations.

- A. All "For Sale" and "For Rent/Lease" signs or posts within Franktown Estates, whether temporary or permanent, must be white with black lettering. No signs may be attached to any trees or buildings.
- B. The sign shall be 18" high x 36" wide and shall be mounted on a white 4" x 4" post not to exceed 5 feet in height. Only one sign is allowed per unimproved lot or per residence. A second sign indicating a co listing can be added but must be on the same four by four white post.
- C. Signs must be posted on private property and face the street. Signs shall not be posted in the rear or side setbacks. Safety and cautionary signs shall be placed appropriately.
- D. Brochure boxes must be black and white or clear and must be a maximum size of 9" x 13".
- E. For an Open House, two (2) Sandwich board/easel signs not to exceed four (4) square feet each are allowed only during the open house and must be removed once the open house has ended. Sandwich board

signs used for traffic control, i.e. driveways that have been paved or sealed, shall not be placed prior to commencement of work, shall face the street, and shall be removed within one week of completion of work performed.

- F. Signs shall be removed within one week of close of escrow, execution of rental or lease agreement, completion of election, upon completion of any and all work performed.
- G. Election signs may be posted as early as 60 days prior to an election.
- H. Home business signs are not allowed.
- I. No signs on a residential property may be illuminated. No flashing or moving signs shall be permitted on any Lot or Common Area.

FLAGS

- A. One (1) American Flag no larger than three feet by five feet (3' x 5') may be installed.

LIGHTS

- A. No spotlight, flood lights or other high intensity lighting shall be placed or utilized upon any Lot which, in any manner, will allow light to be directed or reflected on any other Lot, the Common Area or the Golf Club and Club Facilities, except as permitted by the Design Guidelines.
- B. All exterior lighting shall be "indirect". No tennis courts may be lighted except as may be permitted by the Design Guidelines and approved by the ALC.

ANIMALS

- A. No animals, including but not limited to horses, swine, sheep, bovine, llamas or other domestic farm or agricultural animals, fowl or reptiles of any kind, except a reasonable number of commonly accepted household pets may be kept, bred or maintained on any Lot or Common Area.
- B. All pets shall be restrained or confined to the Lot and not allowed to run at large.
- C. No dog shall be allowed to create an annoyance by loud or incessant barking. Dogs, regardless whether restrained by a leash, shall not be allowed on the Golf Club and Club Facilities, including but not limited to the golf course, putting areas, driving range, lakes, ponds or streams or easements therefore on any Lot.
- D. When walking their (or any other) dog(s), residents shall remove and properly dispose of any of the animal's solid waste.

RENTALS AND OCCUPANCY RESTRICTIONS

- A. Nonresident homeowners who have signed rental or lease agreements are required to have their tenants sign an "Occupancy Agreement" acknowledging receipt of (HOA)'s Rules and Regulations and agreeing to comply with them. The completed agreement is to be filed with the Association's Community Manager.
- B. An owner who leases or otherwise grants occupancy right to his Lot shall be responsible for assuring compliance by any Occupant with all

the provisions of these regulations and the Association's CC&Rs, Articles, Bylaws and Design Guidelines. It is the responsibility of the owner of each unit to require tenants to abide by the Rules and Regulations of the Association. The Association, after due notice and opportunity for hearing having been given to the owner and his tenants, may fine the owner and/or tenants for failure to abide by the Rules and Regulations of the Association as determined by the Board of Directors. The Board of Directors will have the power to decide if there has been a violation of the Rules and Regulations of the Association.

COMPLAINTS AND FINES

- A.** Every resident in the Association complex has the right and responsibility to report any act which causes or threatens damage, encroachment or despair to any individual, structure or common area of the Association. To report a violation the following procedure should be followed.
 - 1.** For all complaints other than emergency, write to the Community Manager stating the nature of the complaint, the rule being violated, date and time of the infraction, and any other pertinent information you have (Note: For emergencies telephone the Community Manager at 775-885-5055).
 - 2.** Sign and date your letter and forward to the Community Manager. You may be asked to appear as a witness if the Board elects to proceed with the complaint in a formal manner.
 - 3.** The complainant will be notified by the Community Manager what action, if any, the Board is going to take.
- B.** If the Board of Directors decides to proceed with the complaint, the Community Manager will advise the violator (or, in the case of a renter, the unit owner) in writing the nature of the violation and the suggested remedial action to be taken.
 - 1.** If the suggested remedial action is taken, the Community Manager will report this to the Board and no further action will be taken.
 - 2.** If the violation is not corrected within a reasonable time, the unit owner will be asked to appear before the Board in a special meeting to show cause why the violation has not been corrected.
 - 3.** The Board of Directors shall conduct a closed hearing and, after examining the evidence and hearing testimony from the complainant, any complaining witnesses, the unit owner and/or violator (when appropriate), the Board will make its decision by majority vote as follows.
 - a.** Find the violating resident innocent.
 - b.** Find the violator guilty. If so, the Board may impose corrective measures to be taken and

assess the unit owner for any and all costs and expenses which have been or will be incurred. In addition, the Board may impose fine(s) in accordance with NRS 116.31031. The fine must be commensurate with the severity, but will not exceed \$100 for each violation or a total amount of \$500, whichever is less. The limitations on the amount of the fine do not apply to any interest, charges or other costs if the fine becomes past due.

- c. All costs or fines are due thirty-one (31) days after notice. If not paid by then, the amount due may become a lien on the owner's unit as provided in the CC&Rs and NRS 116.

COLLECTION POLICY

- A. Assessments are payable on or before the first day of each quarter.
- B. If assessment is not paid within fifteen (15) days after it is due it is subject to a \$25.00 late fee. Any bank draft or check returned to the Association by any financial institution will incur an additional fee of \$25.00. Assessments are payable without notice.
- C. Payment of assessments shall be made by mailing to the Association mailing address c/o 3246 N. Carson St, Suite 100, Carson City, NV 89706, or delivered to the Community Management's office in person.
- D. Homeowners delinquent in the payment of assessments shall have voting privileges suspended until all assessments have been received by the Association. The Board of Directors may initiate legal action to collect delinquent assessments including foreclosure of the Association's lien on an Owner's Unit.