

**THE _____ ASSOCIATION
BOARD OF DIRECTORS RESOLUTION
RE: FENCE OR WALL ALTERATION**

(Areas with a ~~strike through~~ should be filled in with the current association's information.)

WHEREAS, on ~~May 3, 1998~~, _____, Inc., a Nevada corporation ("Declarant") formed The _____ Association (the "Association") by causing to be filed the Articles of Incorporation of the Association in the Office of the Nevada Secretary of State;

WHEREAS, the Association was formed to operate, administer, and maintain that certain real property comprising the common-interest community known as The _____ Community (the "Community");

WHEREAS, on ~~November 25, 1987~~, Declarant caused to be recorded the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The _____ (the "Declaration") in the Office of the County Recorder, Clark County, Nevada, in Book No. _____, as Instrument No. _____;

WHEREAS, the Association, through its Board of Directors (the "Board") is responsible for operating, administering, and maintaining the Community in accordance with, among other things, the provisions of the Declaration;

WHEREAS, pursuant to ~~Article IV, Section 4.02~~ of the Declaration, the Board is authorized to adopt Rules and regulations necessary for the efficient governance and operation of the Community;

WHEREAS, the Board has deemed it to be in the best interest of the Association to establish a uniform and systematic procedure for advising owners in this community how the board may reasonably restrict, prohibit or withhold approval for a unit's owner to add fence rollers to which is part of any unit, not part of the unit, is a common element or an exclusive use common element; and

WHEREAS, the Board desires to adopt the following policy pertaining to fence rollers.

NOW, THEREFORE, BE IT RESOLVED that the Board for the Association hereby adopts the following Fence or Wall Alteration Policy for implementation within the Association, which becomes part of the Architectural Guidelines and Standards adopted on _____.

1. A "Wall" is defined, for purposes of the addition of any fence rollers, as any wall or fence constructed of concrete, concrete block, wood, vinyl, wrought iron, aluminum or chain link or any similar materials such as composite wood, sawdust or plastic fencing materials. This list may not be all inclusive as new materials come out frequently by the manufacturers.

2. Fence rollers are defined as a device that is attached to the top of an exterior wall, party wall or access control wall that has a rolling mechanism to prevent wildlife, pets and other animals from coming into or leaving a rear or side yard. A party wall is defined as any wall or fence constructed along the common boundary line between parcels.

3. As the Board wishes to be reasonable in allowing owners to add the fence rollers for the safety of their pets, but does not wish to authorize an unsightly installation or cause issues

with neighboring properties. In doing so, the board has listed below the restrictions and requirements required of an owner to install any fence roller system:

- (a) An application must be submitted prior to installation on any property within the community whether private or common in accordance with the current architectural guidelines.
- (b) The color of the fence roller, must be provided to the association or painted in the same color, if known, as any wall or fence onto which it will be mounted.
- (c) The rollers will not be made out of PVC or any similar plastic material, but must be commercially available or _____ (*manufacturer, product and type shown here*) and be installed by a properly licensed contractor through the State of Nevada Contractor's board.
- (d) No installation materials will be used that may rust and cause rust stains to run down the walls on either side of the wall.
- (e) The width and length will be specified in the application along with a drawing showing the areas on the property that will have the units installed.
- (f) Since the fence roller system is not affective for fences under 6', the Architectural committee will take the request into consideration, but the height of the fence must be part of the application request.

4. The obligation to maintain and repair is the responsibility of the installing owner and must be transferrable to any new owner. A document shall be recorded against the property stating this encumbrance. This requirement includes any necessary repairs, painting of the fence/wall(s) or the attached fence roller(s).

5. Any damage to any wall to which the units are attached whether common area, limited common area or a good neighbor/party walls during installation, maintenance or replacement shall be responsibility of the person requesting the alterations regardless of who installs the rollers.

6. A properly licensed contractor will be used to install the units on any common area wall, limited use common wall or party wall to eliminate damage to the existing structures.

7. The owner shall be responsible for any noise that this installation causes and will mitigate the noise so that it is not a nuisance to any neighboring lot. An example would be noise caused by wind whistling or metal clanking when winds are present.

8. If neighbors who own a party wall with joint ownership have disputes or issues that escalate past just notifying the association, the party installing the fence rollers will work diligently to mediate any issues with the other party with the Neighborhood Justice Center (or Neighborhood Mediation Center depending on the city or county in which the unit is located.)

9. Should the installation of these units cause unforeseen problems for the association and/or the neighboring units, the owner requesting installation will work with the association to mitigate the issues quickly. These issues may include, but not limited to noise, insurance increases or cancelations, vandals, etc.

10. The owner wishing to install fence rollers on any common area property will have the contractor show the association as an additional insured on their policy to help resolve issues should they arise.

Board of Directors
The _____ Association

Las Vegas, NV 89___

20. The collection fees and costs of the Association or its designated collection agent are attached hereto as Exhibit "A".

DATED this _____ day of _____, 2015.

THE _____
COMMUNITY ASSOCIATION

By: _____

Its: President

By: _____

Its: Vice-President

By: _____

Its: Treasurer

By: _____

Its: Secretary

By: _____

Its: Director