

Granite Ridge Community Association Rules and Regulations

These rules are adopted for the benefit of the Granite Ridge Community Association Homeowners. The rules highlight specific articles of the Declaration of Covenants, Conditions and Restrictions for Granite Ridge Community Association in condensed form.

Additions and amendments to these Rules and Restrictions will be made by the Granite Ridge Community Association Board as necessary.

1. RESPONSIBILITY:

- a. All property Owners, guests and visitors are required to abide by these rules.
- b. Property Owners, guests, and visitors will be held responsible for the actions of their children and their children's guests.
- c. Any penalties authorized hereunder may be assessed against the responsible property Owner.

2. IMPROVEMENTS:

- a. Plans and specifications shall be submitted to the Architectural Committee prior to the commencement of any construction.
- b. Construction may not commence unless and until the Architectural Committee has approved such plans and specifications in writing.
- c. There shall be no construction, excavation, alteration which alters the exterior appearance of any improvement, or removal of any improvement without prior approval of the Architectural Committee.

3. BUILDING AND FENCE MAINTENANCE:

- a. Each property Owner is responsible for periodic maintenance of the exterior of his house, fence and any related structures.
- b. Plans for changing the color of buildings (house or any other structure) must be submitted to the Architectural Committee for approval.
- c. Fences may be protected with natural or transparent stain or clear sealer in the interest of presenting a uniform appearance.

4. LANDSCAPING:

- a. Landscaping shall be completed within *6 months (Supplemental Declaration)* of the date of purchase.
- b. All plantings shall be kept neatly trimmed and properly cultivated.
- c. Property shall be kept free from trash, weeds, and other unsightly material.
- d. **Landscape maintenance that is neglected by the Owner in any manner shall be ordered by the Association and the costs incurred shall be charged back to negligent Owner.**

5. VISIBILITY FROM NEIGHBORING PROPERTY:

No object, such as a fence, shrub or tree, shall be situated so as to unreasonably obstruct the view of neighboring property Owners.

6. UNSIGHTLY ARTICLES:

- a. No unsightly article shall be permitted to remain on any lot so as to be visible from neighboring property or public or private thoroughfares.
- b. Except when in actual use, all items such as recreational (bicycles, basketball standards, etc.), garden and maintenance equipment, shall be kept in an enclosed structure so as not to be visible from neighboring property.
- c. Refuse, garbage, and trash shall be kept in a covered container in an area not visible from neighboring property.

7. ANTENNAS:

- a. No property Owner shall erect or maintain any exterior radio or television antenna/satellite dish or aerial in the Project without the prior written approval of the Architectural Committee.
- b. Antennas or satellite dishes with a diameter or diagonal measurement not greater than one meter shall be placed in locations which are not visible from the streets.
- c. Satellite dishes must be painted to blend into the background against which they are mounted.

8. INSURANCE RATES:

- a. Nothing shall be done or kept in the Project which would increase the insurance rate on any Association property without the approval of the Board.
- b. Nothing shall be done or kept in the Project which would result in the cancellation of insurance on any Association Property or be in violation of any law.

9. SIGNS:

No sign of any kind shall be displayed to the public without the written approval of the Architectural Committee except as may be required by legal proceedings or reasonable real estate signs.

10. NUISANCES:

- a. Rubbish or Debris – No rubbish or debris shall be placed or permitted to accumulate upon any property nor odors permitted to arise so as to render any property unsanitary, unsightly, or offensive to any other property or its occupants.
- b. Noise – No noise or other nuisance shall be permitted to exist so as to be offensive or detrimental to any other property or its occupants.

11. PETS:

- a. Pets must be under its/their owner's direct supervision when not confined to house or yard.
- b. Pet owners are responsible for picking up after their pets within common areas, streets and other peoples' property.
- c. Damages to other peoples' property caused by a pet must be reimbursed by the pet's owner.

12. HAZARDOUS ACTIVITIES:

- a. No activities shall be conducted or improvements constructed on any property which might be unsafe or hazardous to any person or property.
- b. No fire arms shall be discharged within the Project.
- c. No open fires are allowed except in a contained barbecue unit or designated fire pit while attended.

13. TEMPORARY STRUCTURES

- a. No tent, shack, or other temporary structure shall be placed upon any property, except those necessary for architects or builders during construction.
- b. Such structures must be approved by the Declarant including the nature, size and location of such structure.

14. BUILDING PERMITS:

Building permits shall only be issued in accordance with City of Reno Code.

15. PARKING RESTRICTIONS/GARAGE USE:

- a. Automobiles/Motorcycles –
 1. The Residents and Owners of a single Lot shall not bring into the Development at any one time more vehicles than the number of full-sized vehicles which can be parked completely within the garage serving such Residence, plus two additional vehicles.
 2. No more than two vehicles of a Resident or Owner of a Lot may be parked in the driveway located on such Lot and then only if such vehicles do not protrude into the street.
- b. Recreational Vehicles –
 1. No RV shall be used as a living area while parked or located on the Project.
 2. No RV may be parked on a lot or in front of any residence.
 3. No recreational or commercial vehicle shall be parked within the Project other than in a parking area designated by the Board.
 4. An RV may be parked in a residential driveway for not more than two nights for the purpose of loading or unloading.
 5. Guests may park an RV on a lot or parking area for not more than two nights and thereafter the vehicle will be subject to being towed at the owner's expense.

- 6. No trailer, recreational vehicle, camper, or boat, shall be parked, kept, stored, or permitted to remain upon any area within the Development unless placed or maintained completely within an enclosed garage.
- c. Guest Parking - Property Owners may not use any area designated as guest parking for an extended period of time without specific written permission of the Board.

16. REPAIR OF VEHICLES:

- a. Neither servicing nor repairing of vehicles in driveways, streets, or parking areas is permitted.
- b. Any vehicle not in running condition and left unattended for more than 48 hours will be towed at the expense of the registered owner.

17. RESIDENTIAL USE:

- a. Property in the Project is restricted to single-family residential use.
- b. No commune, co-operative or similar type living arrangement shall be permitted.

18. RULES:

- a. Notification of Rules – A copy of the rules, as adopted, amended or repealed, shall be mailed or otherwise delivered to Association members.
- b. Revision of Rules – These rules may be revised at any time by the Board as conditions warrant provided a written communication is sent to Association members advising of the changes.

19. FINES AND SANCTIONS:

- a. These duly adopted Rules and Regulations are one of the governing documents of the Association and the violation of any provision of any governing document may subject a Home Owner to sanctions as long as the Association has complied with the provisions of NRS 116.31031. These sanctions include an Owner being prohibited for a reasonable period of time from voting on Association business, an Owner being prohibited from using the Common Area for other than parking or ingress/egress to or from any Home and assessment of a fine (but not a construction penalty) upon the Owner, providing the violation is not one that threatens the health and safety of the Association or any member thereof.
- b. The Executive Board may not impose a fine pursuant to Section 1 unless (a) not less than 30 days before the violation, the person against whom the fine is to be imposed had been provided with written notice of the applicable provisions of the governing documents that form the basis of the violation and (b) within a reasonable time after the discovery of the violation, the person against whom the fine is proposed has been provided with written notice specifying the details of the violation, amount of the fine, the date, time and location of a hearing and a reasonable opportunity to prepare for, appear at and contest the violation at said hearing.

- c. Upon each violation, a Notice of Violation shall be provided to the Home Owner believed responsible for the violation, either by personal delivery or by mail, within 5 days of the violation being detected, observed or complained of. Any Home Owner may file a written waiver of hearing with the Association any time prior to a scheduled hearing to avoid the attendance requirement.
- d. A minimum \$50.00 per violation fine may be assessed for any violation of the Rules and Regulations. Each fine imposed may not exceed \$100.00 per occurrence, up to a total of \$500.00 per violation. Violations not cured within 14 days (or any longer period of time allowed by the Board) of the notice thereof being provided to an Owner are subject to being declared an ongoing violation and the Owner may be fined additionally for every 7 day period or portion thereof during which the violation continues, without the provision of any additional notice and not limited to a maximum of \$500.00. Note that past due fines may include collection fees, filing fees, recording fees, legal fees, postage or delivery fees and any other fee or costs in those amounts allowed by Nevada law.
- e. The Board must hold a hearing before a fine may be imposed, unless the person against whom the fine is to be imposed either, pays the fine, signs a written waiver of the hearing requirement or fails to attend the duly scheduled hearing after receipt of proper notice. If the governing documents so allow, the Board may appoint a committee or panel of not less than 3 members to review the circumstances and explanation for the violation, if any is presented and to impose fines. The committee or panel acts for the Board and is entitled to all privileges and immunities and are subject to all duties and requirements of the Board and its members. Any such hearing may be conducted in Executive Session unless the Owner requests in writing that the hearing be held in open session. In any event, deliberation and decision may be held in Executive Session after the full facts and circumstances of the alleged violation have been disclosed.
- f. These are the minimum procedural requirements that the Board or panel must follow in order to assess a fine. If a fine is assessed by the Board or appointed panel, the Home Owner fined shall also pay the costs of the proceedings, in a reasonable dollar amount based upon the time the matter has taken. The costs become an assessment upon the Home and Owner and may be enforced through any lawful means, including lien sale and foreclosure. Unpaid fines, fees and costs shall bear interest at the legal rate until paid in full.
- g. Unpaid dues and assessments, special or regular in nature, are not fines and are subject to late charges. Charges are to begin 15 days after the due date and will consist of interest and late charges not to exceed the maximum rate permitted by law.

- h. The assessment amounts plus the charges and costs are all subject to enforcement against the Unit Owner via lien and lien sale in every instance.

EFFECTIVE DATE OF RULES AND REGULATIONS: The Association rules are effective 30 days from the date that notice of the rules or changes to the rules have been provided to the Unit Owner. The Board upon proper motion and vote may revise these Rules and Regulations at any time and such changes must be noticed to each Owner 30 days from the effective date for the new provision or changes.

These Rules and Regulations were adopted by the Board of Directors of the Granite Ridge Community Association and this 13 day of June and are effective and in force as of July 19, 2004.


President, Board of Directors

Granite Ridge Community Association

C/o Incline Property Management
848 Tanager Street, Suite M, Incline Village, Nevada 89451
Phone 775-832-0284 * Fax 775-832-4036

INSTRUCTIONS FOR SUBMITTING A REQUEST FOR PLAN REVIEW BY THE ARCHITECTURAL COMMITTEE.

The following items must be included and/or completed with your request:

1. Complete all items included on the "Request for Plan Review by the Architectural Committee" form. PLEASE NOTE: Incomplete forms will be reason for the Architectural Committee to return your request with no action taken. **All plants, trees, shrubs must be clearly described by common name and size.**
2. Attach two (2) sets of the drawings and/or specifications, which you reference on the Request for Plan Review form. These drawings should be folded to 8 ½ x 11 (approximate size) do not roll up the plans.
3. Include one (1) set of color samples as shown required on the "Plan Review" form. Each sample should be labeled with Block and Lot number, plus what the sample is for, i.e. roof, trim, wall, etc.
4. If a Contractor is submitting for a property Owner (Contractor does not own lot), the enclosed "Owner Authorization Letter" must be completed and signed by the property Owner.
5. Attach a check or money order for \$25.00 for the cost of the plan review. PLEASE NOTE: There is a \$25.00 fee each time you submit. It is in your best interest to submit house, landscape and wall plans all at the same time. The check or money order must be made out to Granite Ridge Community Association.
6. Complete and submit all of the above in a folder to: Granite Ridge Community Association, c/o Incline Property Management, 848 Tanager Street, Suite M, Incline Village, NV 89451, Attn.: Janet Krautstrunk.

PLEASE NOTE:

1. DO NOT START CONSTRUCTION until you have received the approval letter from the Architectural Committee.
2. Make sure you and your contractor have read the C.C.&R's pertaining to construction, plus the Architectural Committee Rules and Guidelines (copy enclosed).
3. Owners and/or contractors are encouraged to attend the meeting when their plans are being reviewed.
4. An incomplete request form will be returned without committee review.
5. Per Association documents, the Architectural Committee has forty-five (45) days from the time a "completed request form" is turned in until it must render its decision. However, the committee will always attempt to complete its review in less than thirty days. DO NOT START CONSTRUCTION until such time as you have obtained approval from the committee.

REQUEST FOR PLAN REVIEW BY ARCHITECTURAL COMMITTEE

Date: _____

From: Print Your Name: _____

Your Daytime Phone: _____ Evenings: _____

I wish to submit the following information, attached plans & specifications and color samples for review and approval by the Architectural Committee. Pertinent information is as follows:

Lot: _____ Physical Address: _____

_____ Storage Shed _____ Landscape Plans

_____ Patio Cover _____ Addition to Existing Bldg. _____ Fence/Wall Plans

_____ Pool/Spa _____ Play Structure

_____ Other: Describe: _____

Owner's Name: _____ Contractor: _____

Mailing Address: _____

*****Please include picture / example / manufacturer's specifications on Storage Shed, Patio Cover, Pool/Spa / Play Structure.**

REQUEST FOR PLAN REVIEW BY ARCHITECTURAL COMMITTEE

I. FENCE/WALL (Property Line, landscaping, retaining, etc.)

1. Wall locations are shown per drawing # _____
2. Wall design is shown per drawing # _____
3. Wall height in front setback is: _____ inches per drawing # _____
4. Wall height in rear setback is: _____ feet per drawing # _____
5. Wall height between setbacks is _____ feet per drawing # _____
6. Wall material is: _____
7. Wall color is: ** _____

** Color chips are required for this item, please be sure to include them.

II. LANDSCAPING

1. Landscaping design is shown per drawing # _____
2. Automatic irrigation to all plants noted per drawing # _____
3. Inorganic ground material color is: _____
4. Plant material and size (if necessary, attach sheet)

III. PORCH / PATIO COVER

1. Porch / patio location is shown per drawing # _____
2. Porch / patio design is shown per drawing # _____
3. Porch / patio color is: ** _____
** Color chips are required for this item, please be sure to include them.
4. Roof design is shown per drawing # _____

IV. VIEW CORRIDOR (within eight (8) feet of the open rail fence)

1. Is there any vertical construction or vegetation within the view corridor?
Yes _____ No _____
2. If the answer is yes, please describe briefly: _____

3. Construction is shown on per drawing # _____

V. OTHER (Storage Shed, Patio Cover, Pool/Spa / Play Structure)

- 1. Other construction is shown _____ per drawing # _____
- 3. Describe other construction: _____

Owner's Name: _____ Contractor: _____

I certify this information represents what is intended to be built, plus I acknowledge that I am aware that the Conditions, Covenants and Restrictions and the Architectural Rules and Guidelines apply, and I hereby agreed to abide by them.

Print Your Name Above Sign Your Name Above Today's Date

When Construction is complete, please contact Management to have final check off and approval.

FOR COMMITTEE USE ONLY:

PLAN REVIEW FEE:

Received from _____ Amount Received: \$ _____ Check # _____ Date: _____

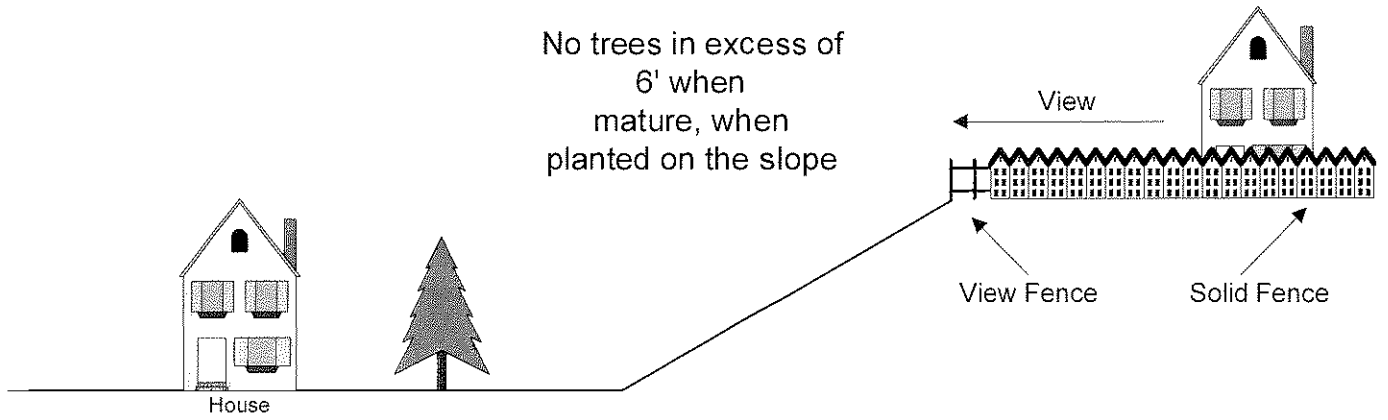
INSPECTION: On _____, I inspected the property involved with this request and found the following conditions: _____

OR _____ (Initial here) if the property was clean and according to plans, and therefore an approval is recommended.

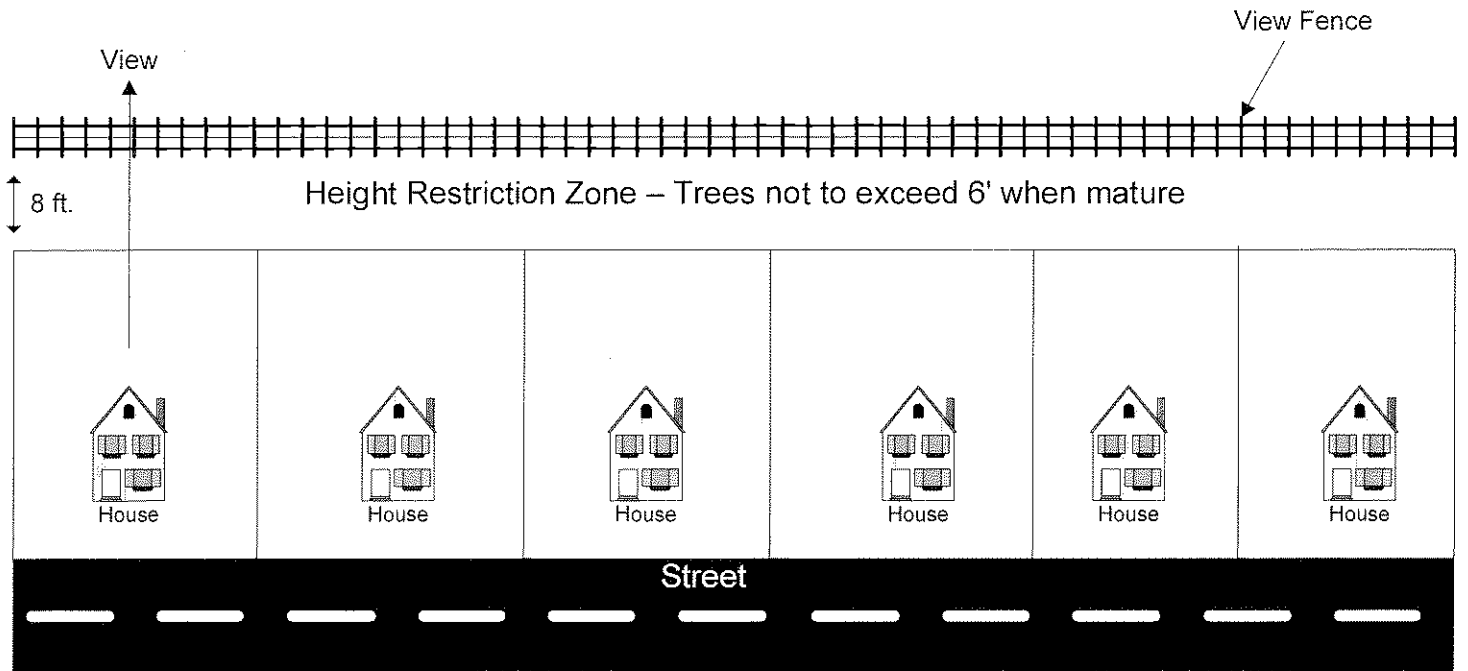
Print Inspector's Name Signature of Inspector Date of Inspection

Two Types of View Corridor

1.



2.



Variations may be granted due to lot location and/or elevation.

GRANITE RIDGE COMMUNITY ASSOCIATION

ARCHITECTURAL GUIDELINES

1. The view corridor is defined such that no structure or vegetation over six feet in height (at maturity) may be placed within eight feet of the open rail fence. If rear yard is significantly lower in elevation than the open rail fence, no vegetation over six feet in height (at maturity) may be placed on the slope to the open rail fence.
2. No structure may be placed within ten feet of the fence to the neighboring property if it exceeds the height of the fence.
3. No vinyl storage sheds will be allowed. Sheds must have a concrete foundation, and the roof must be constructed of the same tile as the roof of the home. The shed must be painted the same color as the siding of the home and maintained regularly.
4. Permanent basketball hoops will be allowed in rear yards if constructed and maintained according to all City of Reno Codes and Ordinances and not within the view corridor and at least ten feet from neighboring fences.
5. All construction and landscaping must be performed according to all City of Reno Codes and Ordinances, and proper lot drainage must be maintained. If exterior modifications are made, and a building permit is required, a City of Reno Building Permit must be submitted to the Board of Directors prior to the start of construction.
6. Owners may install 14-18 gauge 2" x 4" rectangular unfinished and unpainted wire mesh fencing to keep animals and small objects inside the Owner's lot.
7. Window coverings ... Any window of a Unit sold must have approved and appropriate window coverings on all exterior facing window surfaces not later than 90 days from the date of close of escrow on the property.
8. Window coverings facing the exterior of Units and visible from the exterior of the Units must be (1) of neutral color, (2) contain no advertising or political statements or representations, (3) have no cultural, political, national, ethnic, racial, ancestral, familial or historical markings or patterns, and (4) have no cultural, political, national, ethnic, racial, ancestral, familial or historical colors. Examples of unauthorized exterior facing window treatments include family crests, state or country flags or national colors, loud or neon colors. Windows displaying such treatments are subject to notice of violation procedures, fines and additional sanctions. Owners with existing window treatments that are in violation of these provisions shall be first given the opportunity to remove or alter the coverings upon notice by the Association.
9. All lights, including landscape lighting, must be positioned to minimize impact on neighbors.
10. All water features must have sound mitigation for pumps to minimize impact on neighbors.

Granite Ridge CC&R's excerpts

- 5.7 **Fences.** Declarant shall install all permitted fencing within the Development. All privacy fencing shall be six-foot cedar fences and all view fencing shall be three tier split rail cedar fencing with a four foot top plate, provided, that the Declarant may, at its sole discretion, install six-foot privacy fences consisting of a five-foot tall wood slate section topped with a single split rail. Owners may install 14-18 gauge 2"x4" rectangular unfinished and unpainted wire mesh fencing to keep animals and small objects inside the Owner's Lot.
- 8.1 **Submission of Plans and Specifications.** No Improvements including without limitation landscaping, Residences, buildings, fences, walls, obstructions, balconies, screens, patio covers, awnings, or other structures of any kind shall be commenced, located, erected, painted, or maintained within the Development, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, color, height, size, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Control Committee.

Granite Ridge Community Association

c/o Incline Property Management
848 Tanager St., Suite M, Incline Village, Nevada 89451
Phone (775) 832-0284 * Fax (775) 832-4036

Date _____

Name _____

Address _____

Reno, NV 89523

RE: Satellite Dish

Dear Homeowners:

The Board has reviewed your request for the installation of a satellite dish at _____.
The Board approves the installation with the following conditions:

1. Satellite dishes must have a diameter or diagonal measurement not greater than one meter and shall be placed in locations which are not visible from the streets. (If the approved location does not provide adequate reception, a licensed installer must state in writing where the dish must be installed.)
2. The satellite dish installation must be performed by a licensed professional.
3. The wires are to be concealed along the trim and fascia boards and painted to match the home.
4. The Owner is responsible for any damage to the property incurred during or after installation and/or removal of the dish.
5. Notify IPM upon completion.

Please sign and return for the file.

"As owner of the subject unit, I agree and accept the terms and conditions noted above."

Owner

If you have any questions, please do not hesitate to contact me at (775) 832-0284.

Sincerely,
INCLINE PROPERTY MANAGEMENT, as Agent for
Granite Ridge Community Association

Property Manager

cc: Board of Directors