



# Planning Commission Staff Report

Meeting Date: August 1, 2023

Agenda Item: 10A

AMENDMENT OF CONDITIONS CASE NUMBER: WAC23-0009 (Boulder Bay Building A / Granite Place) for WTM16-004 (Boulder Bay)

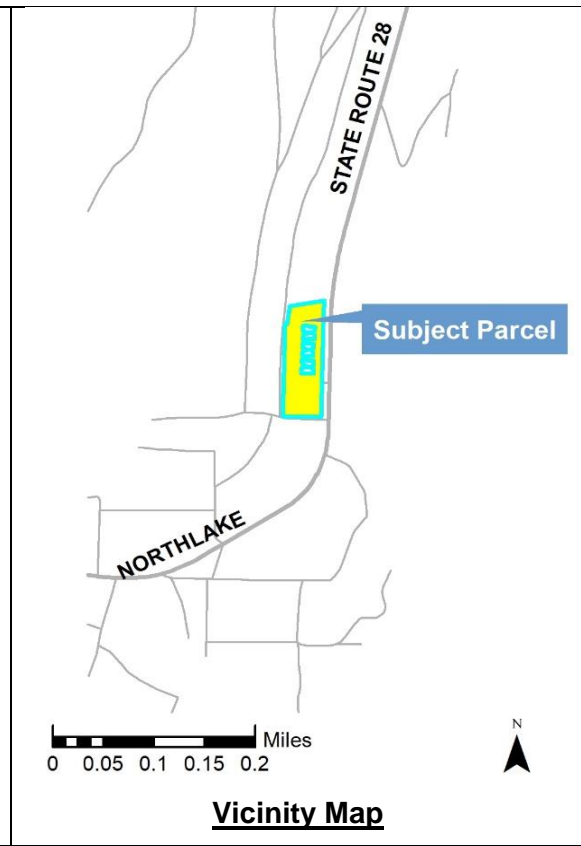
BRIEF SUMMARY OF REQUEST: Modification to the amount of common area associated with the Boulder Bay Resort project.

STAFF PLANNER: Chris Bronczyk, Senior Planner  
Phone Number: 775.328.3612  
E-mail: cbronczyk@washoecounty.gov

### CASE DESCRIPTION

For hearing, discussion, and possible action to approve an Amendment of Conditions for Tentative Subdivision Case Number TM16-004 (Boulder Bay) to reduce the amount of open space area associated with Building A to 1.25 acres and to transfer open space acreage to the adjacent Boulder Bay resort project.

Applicant / Property Owner:	Big Water Investments, LLC.
Location:	1 Big Water Drive
APN:	123-291-01
Parcel Size:	2.77 Acres
Master Plan:	Crystal Bay Tourist
Regulatory Zone:	Crystal Bay Tourist
Area Plan:	Tahoe
Development Code:	Authorized in Article 608 Tentative Subdivision Map
Commission District:	1 – Commissioner Hill



### STAFF RECOMMENDATION

APPROVE

**APPROVE WITH  
CONDITIONS**

DENY

### POSSIBLE MOTION

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission approve Amendment of Conditions Case Number WAC23-0009 for Big Water Investments, LLC, with the conditions included as Exhibit A to this matter, having made all ten findings in accordance with Washoe County Code Section 110.608.25:

*(Motion with Findings on Page 11)*

**Staff Report Contents**

Amendment of Conditions ..... 3

Site Plan ..... 4

Request ..... 4

Background and Evaluation of Amendment Request ..... 5

Neighborhood Meeting ..... 8

Tahoe Area Plan ..... 8

Reviewing Agencies ..... 9

Tentative Subdivision Map Staff Comment on Required Findings ..... 9

Recommendation ..... 11

Motion ..... 11

Appeal Process ..... 12

**Exhibits Contents**

Conditions of Approval ..... Exhibit A

Agency Comments ..... Exhibit B

CC&R's, Doc. No. 4856409 ..... Exhibit C

Average Width Exhibit ..... Exhibit D

Public Notice ..... Exhibit E

Project Application ..... Exhibit F

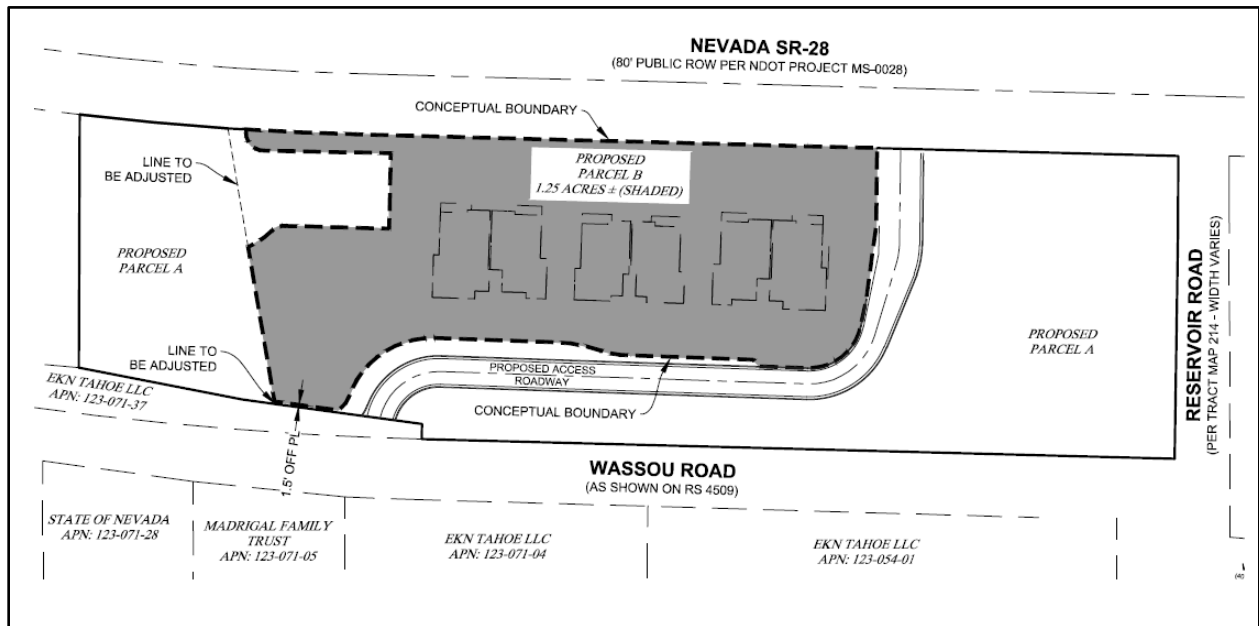
### **Amendment of Conditions**

An Amendment of Conditions application is necessary in order to change a condition(s) of an approved discretionary permit, such as a special use permit, a variance, an abandonment of an easement or a tentative subdivision map. Some examples of why an Amendment of Conditions application is submitted are listed below:

- Change in operating hours
- Physical expansion
- Extend the expiration date of the discretionary permit
- Extend the time to complete phases of the approved project

The Amendment of Conditions request is required to be heard by the same board that approved the original application and only the specific amendment may be discussed and considered for approval. The Amendment of Conditions application is processed in the same manner as the original discretionary permit application, including a public hearing, noticing, agency review and analysis, and satisfying the required findings. If the Planning Commission grants an approval of the Amendment of Conditions request, an amended Action Order is created along with amended conditions of approval.

The conditions of approval for Amendment of Conditions Case Number WAC23-0009 is attached as Exhibit A to this staff report and will be included with the amended action order.



**Site Plan**

**Request**

The applicant is requesting to amend the final map, which was recorded in 2018. The intent of the amendment is to reduce the common area/element to 1.25 acres that will remain associated with the Granite Place condominium development. The 1.25-acre area will be dedicated to the Granite Place HOA as is outlined in the Granite Place CC&R's (Doc. No. 4856509). The remainder of the subject property will transfer holding from Big Water Investments, LLC to EKN Tahoe, LLC. The remainder of the subject property is intended to be utilized as part of the larger overall Waldorf Astoria Lake Tahoe (WALT) project. The applicant states that a boundary line adjustment (BLA) will be submitted after the Planning Commission decides on the proposed amendment of conditions. The boundary line adjustment is proposed to divide the subject parcel for the provision of the 1.25 acres to the Granite Place HOA, and the remainder of the parcel will be joined with APN: 123-071-35. The proposal is intended to follow the conceptual exhibit outlined in the Site Plan section of this staff report.

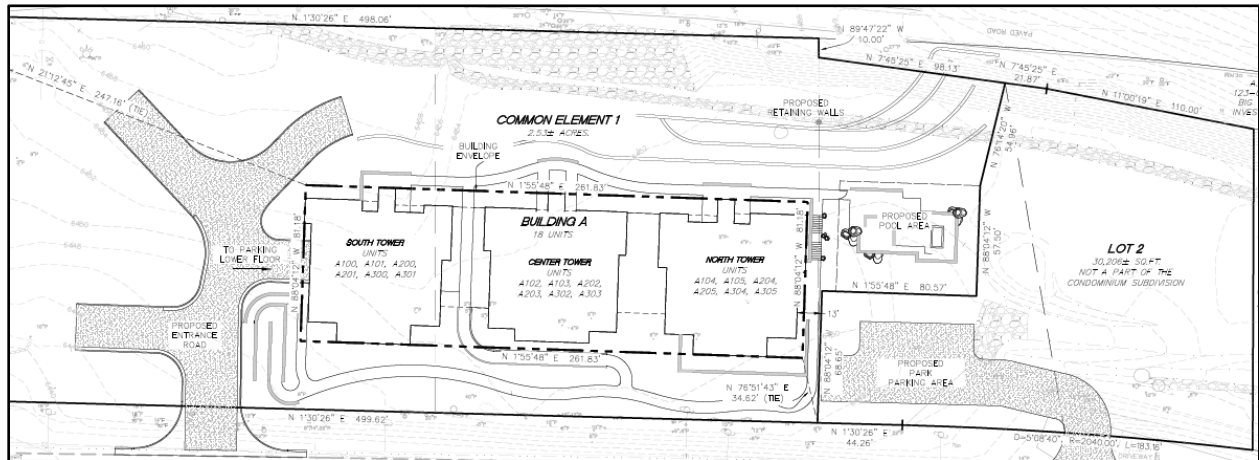
The subject site is approximately 2.77 acres in size and is located west of State Route 28 at the intersection of Reservoir Road. The subject parcel is located within the Crystal Bay Tourist Town Center of the Tahoe Area Plan.

When TM16-004 and SB16-005 were originally reviewed and approved, the subject parcel had a regulatory zone of Medium Density Suburban (MDS) which allowed 3 dwellings per acre, however this parcel was located within the North Stateline Community Plan, part of the previous Tahoe Area Plan which allowed for a maximum density of 15 dwellings per acre for Multi-Family Dwellings within the Community plan area. The proposal at the time would have allowed for a maximum allowance of 41 dwelling units on the parcel. Under the current Tahoe Area Plan, the Crystal Bay Tourist Regulatory Zone has a minimum density of 15 dwellings per acre, and a maximum of 25 dwellings per acre. The modification being proposed by the applicant still maintains enough acreage to maintain the allowable density.

**Background and Evaluation of Amendment Request**

In 2007, the Tahoe Regional Planning Agency (TRPA) developed a ‘Demonstration Project’ program to allow a few redevelopment projects to test new ideas for reducing coverage, installing environmental improvements and improving visual impacts above and beyond what is normally required in the basin. The redevelopment of Boulder Bay’s properties (Biltmore Casino and the adjoining parcels) was one of the selected Demonstration Projects. The project as approved in 2007 consisted of a casino, hotel, on-site workforce housing, shopping, health and wellness center, timeshare units and whole ownership condominiums. The initial project consisted of one structure with three “towers” that included parking on the lowermost level and dwelling units above. A total of 18 dwelling units were proposed. The 18-unit condominium subdivision was the first phase of the Boulder Bay Development approved by TRPA and was approved by Washoe County in 2016 under the application numbers SB16-005 and TM16-004. The subject parcel has since been developed as part of those approvals. The project is currently known as the Waldorf Astoria Lake Tahoe.

As mentioned in the application, the original request utilized Article 408, Common Open Space Development, which allows for the variation of lot size in exchange for open space or preservation of natural resources. This section of code does not provide a minimum amount of open space required to utilize the code section. The tentative map sheets identified 2.53+/- acres as “Common Element 1.” Below is a copy of one of the tentative map sheets from the original application from 2016 that shows the surface level site plan for the condominium project. and notes the proposed area of “Common Element 1.”



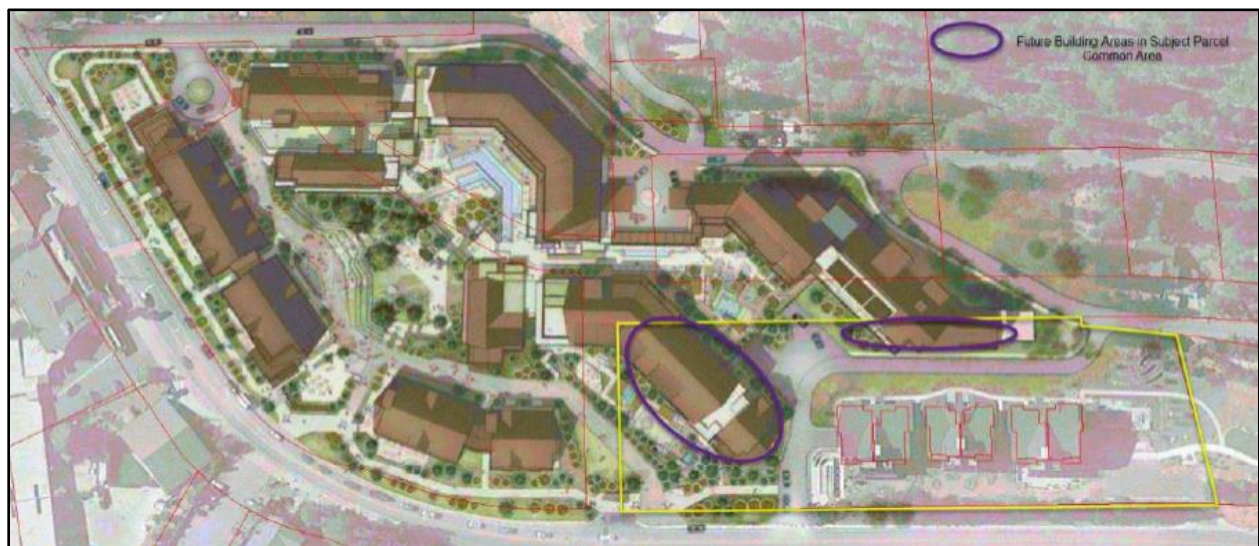
**WTM16-004 Site Plan**

The final map was recorded on October 5, 2018, the final map showed the entire parcel area (2.77 acres) in “common element.” All 18 units have been sold by the developer, with the last unit being sold in February 2021. When the Washoe County Planning Commission reviewed and decided on the tentative map for Granite Place (TM16-004), TRPA had approved an overall Boulder Bay project that identified buildings encroaching into a portion of the subject parcel – which is part of the common element for Granite Place. The applicant provided the original 2016 TRPA approval with this application, and it can be found below.



**2016 Original TRPA Approved Site Plan for Boulder Bay**

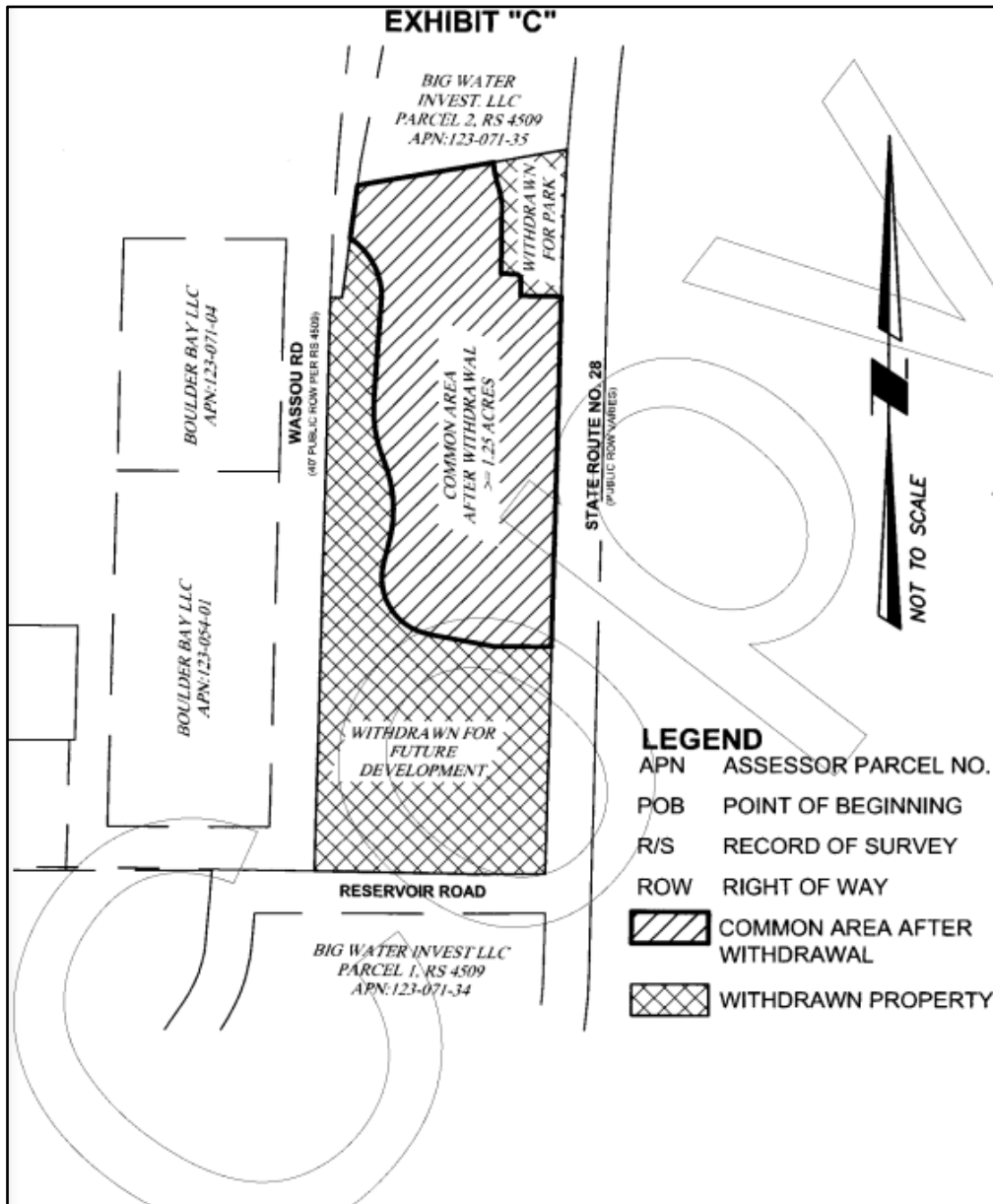
On April 26, 2023, the Boulder Bay project went back for review and approval by TRPA, this time as the Waldorf Astoria Lake Tahoe Resort and Residences (WALT) instead of Boulder Bay. The applicant states that the new project plan maintains the same general project layout with updated footprints. The amended site plan reviewed by TRPA in 2023 retained building elements encroaching into the subject parcel. Below is the recently approved TRPA plan for WALT.



**2023 TRPA Approved Site Plan for Waldorf Astoria Lake Tahoe**

The applicant states that with the final map being recorded in 2018, and all 18 units being sold off and developed, Covenants, Conditions and Restrictions (CC&R's) were recorded to help guide the long-term management, maintenance and community regulations for the development. The Granite Place CC&Rs were recorded under document number 4856409 on October 5, 2018. The applicant further states that the division of the subject parcel and reduction in the common

element/open space area associated with the Granite Place development was generally depicted and described in the Declaration of the CC&Rs for Granite Place (Exhibit C – Page 81).



**Page 81 of the CC&Rs Recorded October 5, 2018**

The applicant states that the withdrawal of the land from the subject parcel and the reduction in size of the common area directly associated with the Granite Place condominium development should have been realized and recognized given the approved TRPA plans. However, since the common element/area is associated with a Tentative Subdivision Map that included action taken by the Washoe County Planning Commission, only the Planning Commission can approve the amendment to reduce and relocate the common area.

The applicant further states that the withdrawal of land from the subject parcel and creation of the 1.25-acre common area to be associated with the Granite Place condominiums is specifically noted in Section 7.6 of CC&Rs (Exhibit C – Page 55).

**Section 7.6. Common Area Open Space Merger and Resubdivision Parcel Map.**

In accordance with the power granted to Declarant in Section 7.5(d), above, Declarant may withdraw Common Area Open Space from the Property by recording a Common Area Open Space Merger and Resubdivision Parcel Map, which is subject to approval by Washoe County, or by other such methods as prescribed by Washoe County in order to effect the withdrawal of Common Area Open Space, which shall result in the Property consisting of a single parcel at least 1.25 acres in size, generally as shown on Exhibit "C", and the legal description for which shall be provided in the recorded Common Area Open Space Merger and Resubdivision Parcel Map, or by any other method required by Washoe County. The common area shall not be further subdivided or developed with a primary use without TRPA's prior review and approval, and the common area does not contain a development right as that phrase is defined by TRPA.

**Neighborhood Meeting**

The applicants held a neighborhood meeting for this Amendment of Conditions application on May 25, 2023. The meeting took place at 5:30 PM and was held at 1 Big Water Drive, in Crystal Bay, NV. The sign in sheet for the neighborhood meeting indicates that 4 members of the public were present, 1 Washoe County staff member was present, as well as the applicants.

**Tahoe Area Plan**

The subject parcel is located within the Tahoe Area Plan. There are no relevant policies relating to the proposed Amendment of Conditions for reducing and relocating common area for WTM16-004.



**Reviewing Agencies**

The following agencies/individuals received a copy of the project application for review and evaluation.

Agencies	Sent to Review	Responded	Provided Conditions	Contact
FS - Carson Ranger District	X			
NDOT (Transportation)	X			
Washoe County Building & Safety	X			
Washoe County District Attorney, Civil Division	X			
Washoe County Parks & Open Space	X			
Washoe County Planning & Building Director	X			
Washoe County Sewer	X			
Washoe County Surveyor (PMs Only)	X			
Washoe County Traffic	X			
Washoe County Water Rights Manager (All Apps)	X			
WCSO Law Enforcement	X			
Washoe County Engineering (Land Development) (All Apps)	X			
Washoe County Engineering & Capital Projects Director (All Apps)	X			
WCHD EMS	X			
WCHD Environmental Health	X			
Incline Village Roads	X			
IVGID	X			
North Lake Tahoe FPD	X			
Tahoe Regional Planning Agency	X			
Tahoe Transportation District	X			

All conditions required by the contacted agencies can be found in Exhibit A, Conditions of Approval.

**Tentative Subdivision Map Staff Comment on Required Findings**

WCC Section 110.608.25 of Article 608, *Tentative Subdivision Maps*, requires that all of the following findings be made to the satisfaction of the Washoe County Planning Commission before granting approval of a tentative map request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

- (a) Plan Consistency. That the proposed map is consistent with the Master Plan and any specific plan.

*Staff Comment: The proposed Amendment of Conditions continues to be consistent with the goals and policies of the Master Plan and the Tahoe Area Plan. This site was*

*previously reviewed with Tentative Subdivision Map Case Number WTM16-004, on July 5, 2016. The proposed Amendment of Conditions does not change the status of this Finding.*

- (b) Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Master Plan and any specific plan.

*Staff Comment: The design of the proposed subdivision is consistent with the Master Plan and the Tahoe Area Plan. This site was previously reviewed with Tentative Subdivision Map Case Number WTM16-004 and approved on July 5, 2016. Additionally, the proposed reduction to the Granite Place common element does not affect to allowable density of the overall development. The proposed Amendment of Conditions does not change the status of this Finding.*

- (c) Type of Development. That the site is physically suited for the type of development proposed.

*Staff Comment: The site has been developed to accommodate the 18-unit condominium development intended for this parcel – as approved on July 5, 2016, under Tentative Subdivision Map Case Number WTM16-004. The proposed amendment is to reduce and relocate the common element in an effort to dedicate land to the Granite Place HOA and to allow for development of the overall Waldorf Astoria Lake Tahoe (WALT) project, formerly known as Boulder Bay, to develop utilizing land associated with this tentative map.*

- (d) Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System.

*Staff Comment: The site is developed and continues to meet the availability of services and meets the requirements of Article 702, Adequate Public Facilities Management System, as reviewed with Tentative Subdivision Map Case Number WTM16-004.*

- (e) Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat.

*Staff Comment: Tentative Subdivision Map Case Number WTM16-004 was able to make this required finding. WTM16-004 has since received a final map and the project has been developed. The proposed Amendment of Conditions will not change the status of this Finding and there will be no environmental damage or harm to endangered plants, wildlife, or their habitat.*

- (f) Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems.

*Staff Comment: The proposed Amendment of Conditions are not likely to cause significant public health problems, as fully reviewed with Tentative Subdivision Map Case Number WTM16-004. The intent of the amendment is to reduce and relocate the common element in an effort to dedicate land to the Granite Place HOA and to allow for development of the overall WALT project.*

- (g) Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision.

*Staff Comment: The proposed Amendment of Conditions does not conflict with any easements. The proposed lot lines will follow the proposed outline of the connector road (Wellness Way) to allow the connector road to be constructed. The connector roads name*

*is subject to change with the final development. This Finding was fully reviewed with Tentative Subdivision Map Case Number WTM16-004.*

- (h) Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles.

*Staff Comment: The proposed Amendment of Conditions will not impact any current access to the site. This Finding was fully reviewed with Tentative Subdivision Map Case Number WTM16-004.*

- (i) Dedications. That any land or improvements to be dedicated to the County is consistent with the Master Plan.

*Staff Comment: The proposed Amendment of Conditions will not impact any site dedications to the County. This Finding was fully reviewed with Tentative Subdivision Map Case Number WTM16-004.*

- (j) Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

*Staff Comment: The proposed Amendment of Conditions will not impact energy design of the subdivision. This Finding was fully reviewed with Tentative Subdivision Map Case Number WTM16-004.*

### **Recommendation**

Those agencies which reviewed the application recommended conditions in support of approval of the Amendment of Conditions request. Therefore, after a thorough review and analysis, Amendment of Conditions Case Number WAC23-0009 is being recommended for approval with conditions. Staff offers the following motion for the Commission's consideration.

### **Motion**

I move that, after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission approve Amendment of Conditions Case Number WAC23-0009 for Big Water Investments, LLC, with the conditions included as Exhibit A to this matter, having made all ten findings in accordance with Washoe County Code Section 110.608.25:

- (a) Plan Consistency. That the proposed map is consistent with the Master Plan and any specific plan;
- (b) Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Master Plan and any specific plan;
- (c) Type of Development. That the site is physically suited for the type of development proposed;
- (d) Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
- (e) Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;
- (f) Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
- (g) Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;

- (h) Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
- (i) Dedications. That any land or improvements to be dedicated to the County is consistent with the Master Plan; and
- (j) Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

### **Appeal Process**

Planning Commission action will be effective 10 calendar days after the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant(s), unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Building Division within 10 calendar days from the date the written decision is filed with the Secretary to the Planning Commission and mailed to the applicant(s).

Applicant / Owner: Big Water Investments, LLC  
P.O. Box 6622,  
Incline Village, NV 89450  
Attn: Roger Wittenberg; [rwittenberg@intlsupplyco.com](mailto:rwittenberg@intlsupplyco.com)

Representatives: CFA, Inc  
1150 Corporate Blvd,  
Reno, NV, 89502  
Attn: Dave Snelgrove; [dsnelgrove@cfareno.com](mailto:dsnelgrove@cfareno.com)

Representatives: EKN Tahoe, LLC  
220 Newport Center Dr., Suite 11-262  
Newport Beach, CA, 92660  
Attn: Tom Jacobson; [tom@ekndevgroup.com](mailto:tom@ekndevgroup.com)



# Amended Conditions of Approval

Amendment of Conditions Case Number WAC23-0009

For Tentative Subdivision Map Case Number WTM16-004 (Boulder Bay)

The project approved under Amendment of Conditions Case Number WAC23-0009 for Tentative Subdivision Map Case Number WTM16-004 (Boulder Bay) shall be carried out in accordance with the Amended Conditions of Approval granted by the Planning Commission on August 1, 2023. Conditions of approval are requirements placed on a permit or development by each reviewing agency. These conditions of approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

**Unless otherwise specified**, all conditions related to the amendment of conditions approval regarding the Tentative Subdivision Map Case Number WTM16-004 shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Building Division.

Compliance with the amended conditions of approval (WAC23-0009) related to the Tentative Subdivision Map Case Number WTM16-004 (Boulder Bay) is the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the amended conditions may result in the initiation of revocation procedures.

Washoe County reserves the right to review and revise the amended conditions of approval related to this Tentative Subdivision Map Case Number WTM16-004 (Boulder Bay) should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

Conditions of approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to permit issuance (i.e., grading permits, building permits, etc.).
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “Conditions of Approval” are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the project or business.

**The Washoe County Commission oversees many of the reviewing agencies/departments with the exception of the following agencies.**

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**

FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.

**Washoe County Planning and Building Division**

1. The following conditions are requirements of Planning and Building, which shall be responsible for determining compliance with these conditions.

**Contact Name – Chris Bronczyk, Senior Planner, 775.328.3612, [cbronczyk@washoecounty.gov](mailto:cbronczyk@washoecounty.gov)**

- a. **The applicant shall attach a copy of the action orders approving this project for WAC23-0009 AND Tentative Subdivision Map Case Number WT16-004 to all permits and applications (including building permits) applied for as part of this approval.**
- b. **The applicant shall meet all conditions of approval previously approved on July 5, 2016 for Tentative Subdivision Case Number Map WTM16-004.**
- c. **The applicant shall include a condition response memorandum with each subsequent permit application. That memorandum shall list each condition of approval, shall provide a narrative describing how each condition has been complied with, and the location of the information showing compliance with each condition within the improvement plan set that has been submitted.**

**North Lake Tahoe Fire Protection District (NLTFPD)**

2. The following conditions are requirements of the North Lake Tahoe Fire Protection District. North Lake Tahoe Fire Protection District shall be responsible for determining compliance with these conditions.

**Contact: John James; 775.831.0351 x8131; [jjames@nltpd.net](mailto:jjames@nltpd.net)**

- a. **NLTFPD will conduct a thorough code compliance review upon formal submittal of the application.**

\*\*\* End of Amended Conditions \*\*\*

**From:** [Program, EMS](#)  
**To:** [Bronczyk, Christopher](#)  
**Cc:** [Program, EMS](#)  
**Subject:** FW: June Agency Review Memo II - Amendment of Conditions Case Number WAC23-0009 (Boulder Bay Resort – Building A a.k.a. Granite Place) CASE NUMBER TM16-004  
**Date:** Tuesday, June 20, 2023 1:49:21 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[June Agency Review Memo II.pdf](#)  
[image006.png](#)

---

Hello,

The EMS Program has reviewed the June Agency Review Memo II - Amendment of Conditions Case Number WAC23-0009 (Boulder Bay Resort – Building A a.k.a. Granite Place) CASE NUMBER TM16-004 - and has no concerns or questions at this time based on the information provided.

Thank you,

Sabrina.

### Sabrina Brasuell

Pronouns: she/her

Office hours: 7:00AM – 3:30PM Remote on Mondays

EMS Coordinator | Epidemiology and Public Health Preparedness

Washoe County Health District

[sbrasuell@washoecounty.gov](mailto:sbrasuell@washoecounty.gov) | Cell: (775) 830-7118 | Office: (775) 326-6043

1001 E. Ninth St., Bldg. B. Reno, NV 89512



Please take our customer satisfaction survey by clicking [here](#)

---

**From:** Roman, Brandon <BRoman@washoecounty.gov>

**Sent:** Thursday, June 15, 2023 9:04 AM

**To:** Green, Jim D. <JDGreen@washoecounty.gov>; Handrock, Wayne <WHandrock@washoecounty.gov>; Philumalee, Matthew <MPhilumalee@washoecounty.gov>; Pekar, Faye-Marie L. <FPekar@washoecounty.gov>; Mayorga, Alexander R. <AMayorga@washoecounty.gov>; Fink, Mitchell <MFink@washoecounty.gov>; Weiss, Timber A. <TWeiss@washoecounty.gov>; Zirkle, Brandon <BZirkle@washoecounty.gov>; Beard, Blaine <BBeard@washoecounty.gov>; Wimer, Robert <RWimer@washoecounty.gov>; Program, EMS <EMSProgram@washoecounty.gov>; English, James <JEnglish@washoecounty.gov>; Rubio, Wesley S <WRubio@washoecounty.gov>; Kelly, David A <DAKelly@washoecounty.gov>

**Cc:** Gustafson, Jennifer <jgustafson@da.washoecounty.gov>; Smith, Dwayne E. <DESmith@washoecounty.gov>; Hein, Stephen <SHein@washoecounty.gov>; EHS Plan Review <EHSPlanReview@washoecounty.gov>; West, Walt <WWest@washoecounty.gov>; Mullin, Kelly D.

<KMullin@washoecounty.gov>; Lloyd, Trevor <TLloyd@washoecounty.gov>; Thomas, Janelle K. <JKThomas@washoecounty.gov>; Emerson, Kathy <KEmerson@washoecounty.gov>; Albarran, Adriana <AAlbarran@washoecounty.gov>; Weiche, Courtney <CWeiche@washoecounty.gov>; Bronczyk, Christopher <CBronczyk@washoecounty.gov>; Oakley, Katherine <KOakley@washoecounty.gov>

**Subject:** June Agency Review Memo II

Good morning,

Please remember to send any agency review responses/comments directly to the Planner for the case, rather than replying to me.

Please find the attached **Agency Review Memo II** with cases received in **June** by Washoe County Community Services Department, Planning and Building Division.

You've each been asked to review the applications for the items indicated below. The item descriptions and links to the applications are provided in the memo. **Comments for Items #1 and #2 are due by June 26, 2023. Comments for Items #3 - #5 are due by July 3, 2023.**

~~~~~

Jim (Building) – **Items 1, 3-5**

Dwayne/Stephen/Janelle (Engineering) – **All Items**

Rob (Land Development) – **All Items**

Faye-Marie (Parks & Open Space) – **Items 1, 3, 5**

Alex (Sewer) – **Item 1**

Wayne/Matt (Surveyor) – **Item 1**

Mitch (Traffic) – **All Items**

Timber (Water Rights) - **All Items**

Capt. Beard/Capt. Zirkle (WCSO) – **Items 1 and 2**

EMS – **All Items**

David/Jim/Wes (Environmental Health) – **Items 1 and 3-5**

Sincerely,

Brandon Roman  
Office Support Specialist, Planning & Building Division | Community Services  
Department  
[broman@washoecounty.gov](mailto:broman@washoecounty.gov) | Direct Line: 775.328.3606





My working hours: Monday-Friday 7:00am to 3:30pm

Visit us first online: [www.washoecounty.gov/csd](http://www.washoecounty.gov/csd)

Planning Division: 775.328.6100 | [Planning@washoecounty.gov](mailto:Planning@washoecounty.gov)

CSD Office Hours: Monday-Friday 8:00am to 4:00pm

1001 East Ninth Street, Reno, NV 89512



Have some kudos to share about a Community Services Department employee or experience?

[Submit a Nomination](#)



Date: June 26, 2023

To: Chris Bronczyk, Senior Planner

From: Robert Wimer, P.E., Licensed Engineer

Re: Amendment of Conditions Case WAC23-0009 for WSUP21-0035  
APN: 123-291-01

GENERAL PROJECT DISCUSSION

Washoe County Engineering staff has reviewed the above referenced application. The Amendment of Conditions case is to approve an Amendment of Conditions to Special Use Permit Case Number WSUP21-0035 relating to the amount of common area to 1.25 acres. The Engineering and Capital Projects Division recommends approval with no comments and conditions of approval which supplement applicable County Code, conditions of approval for WSUP21-0035, and are based upon our review of the site and the application prepared by CFA, Inc.



QUALITY  
PUBLIC SERVICE



INTEGRITY



EFFECTIVE  
COMMUNICATION

|                 |                                                    |
|-----------------|----------------------------------------------------|
| Date            | 6-20-23                                            |
| Attention       | Chris Bronczyk                                     |
| Re              | WAC23-0009 Boulder Bay Resort Case Number TM16-004 |
| APN             | 123-291-01                                         |
| Service Address | 1 Big Water Drive (Wassou Road and Reservoir Road  |
| Owner           | Big Water Investments LLC Roger Wittenberg         |

**Amendment of Conditions Case Number WAC23-0009 (Boulder Bay Resort – Building A a.k.a. Granite Place) CASE NUMBER TM16-004** - For hearing, discussion, and possible action to approve an amendment of conditions for Tentative Subdivision Case Number TM16-004 (Boulder Bay Resort Building A) to reduce the amount of open space area associated with Building A to 1.25 acres and to transfer open space acreage to the adjacent Boulder Bay resort project.

- Applicant/Property Owner: Big Water Investments, LLC, attn: Roger Wittenberg, P.O. Box 6622, Incline Village, NV, 89450
- Location: 1 Big Water Drive, at the northeast corner of Wassou Road and Reservoir Road in Crystal Bay.
- Assessor's Parcel Number(s): 123-291-01
- Parcel Size: 2.77 Acres

- Master Plan Category: Crystal Bay Tourist
- Regulatory Zone: Crystal Bay Tourist
- Area Plan: Tahoe
- Development Code: Authorized in Article 608, Tentative Subdivision Maps
- Commission District: 1 – Commissioner Hill
- Staff: Chris Bronczyk, Senior Planner  
Washoe County Community Services Department  
Planning and Building Division
- Phone: 775-328-3612
- E-mail: cbronczyk@washoecounty.gov

IVGID Comments: IVGID requires the following prior to any construction of installation of any new water or wastewater infrastructure.

1. Construction plans sign stamped by a Nevada Licensed Engineer.
2. Water utility plans/existing/proposed.
3. Wastewater/sewer profile plans/existing/proposed.
4. All utility easements/water/sewer.

**From:** [Roman, Brandon](#)  
**To:** [Bronczyk, Christopher](#)  
**Subject:** FW: June Agency Review Memo II  
**Date:** Monday, July 10, 2023 12:20:11 PM  
**Attachments:** [image011.png](#)  
[image012.png](#)  
[image013.png](#)  
[image014.png](#)  
[image015.png](#)

---

Here you go.

---

**From:** John James <jjames@nltfpd.net>  
**Sent:** Thursday, June 15, 2023 1:28 PM  
**To:** Roman, Brandon <BRoman@washoecounty.gov>; Ryan Sommers <RSommers@nltfpd.net>  
**Subject:** RE: June Agency Review Memo II

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Memo Summary - Agency Review Memo II (June Cases)

Item #1: Amendment of Conditions - Case Number WAC23-0009

- NLTFPD will conduct a thorough code compliance review upon formal submittal of the application.
  - No additional comments provided at this time.

Item #5: Detached Accessory Dwelling Administrative Review Case Number WDADAR23-0006

- NLTFPD will conduct a thorough code compliance review upon formal submittal of the application.  
Additional Comments:
  - Existing Fire Sprinkler Systems may be overdue for testing and maintenance by a licensed company. Test results should be submitted to NLTFPD at <https://www.thecomplianceengine.com/>
  - Defensible Space Sign Off Required. Documentation must be submitted before requesting the NLTFPD Final inspection.  
Contact Ryan Dominguez, Fuels Prevention Specialist.  
Office: 775.833.8130 Cell: 775.843.5662 Email: [rdominguez@nltfpd@nltfpd.net](mailto:rdominguez@nltfpd@nltfpd.net)  
Schedule online at: <https://outlook.office365.com/owa/calendar/ScheduleaFireInspection@nltfpd.net/bookings/>

**John James**  
**Fire Marshal**  
Office: [775.831.0351](tel:775.831.0351) x8131 | Cell: [775.413.9344](tel:775.413.9344)



Email: [jjames@nltfpd.net](mailto:jjames@nltfpd.net)  
[866 Oriole Way | Incline Village | NV 89451](#)



---

**From:** Roman, Brandon <[BRoman@washoecounty.gov](mailto:BRoman@washoecounty.gov)>  
**Sent:** Thursday, June 15, 2023 9:00 AM  
**To:** Jennifer Donohue <[JDonohue@nltfpd.net](mailto:JDonohue@nltfpd.net)>; Ryan Sommers <[RSommers@nltfpd.net](mailto:RSommers@nltfpd.net)>; John James <[jjames@nltfpd.net](mailto:jjames@nltfpd.net)>  
**Subject:** June Agency Review Memo II

Good morning,

Please remember to send agency review responses/comments directly to the Planner for the case, rather than replying to me.

Please find the attached **Agency Review Memo II** with cases received in **June** by Washoe County Community Services Department, Planning and Building Division. You've been asked to review the application for **Items #1 and #5**. The item description and link to the application are provided in the memo. **Comments for Item #1 are due by June 26, 2023.** **Comments for Item #5 are due by July 3, 2023.**

Sincerely,



**Brandon Roman**  
**Office Support Specialist, Planning & Building Division | Community Services Department**

[broman@washoecounty.gov](mailto:broman@washoecounty.gov) | Direct Line: 775.328.3606

My working hours: Monday-Friday 7:00am to 3:30pm

Visit us first online: [www.washoecounty.gov/csd](http://www.washoecounty.gov/csd)

Planning Division: 775.328.6100 | [Planning@washoecounty.gov](mailto:Planning@washoecounty.gov)

CSD Office Hours: Monday-Friday 8:00am to 4:00pm

1001 East Ninth Street, Reno, NV 89512



Have some kudos to share about a Community Services Department employee or experience?

[Submit a Nomination](#)

**From:** [Pekar, Faye-Marie L.](#)  
**To:** [Bronczyk, Christopher](#)  
**Subject:** Amendment of Conditions Case Number WAC23-0009 (Boulder Bay Resort – Building A a.k.a.Granite Place) CASE NUMBER TM16-004  
**Date:** Monday, July 3, 2023 3:25:50 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

---

Hi Chris,

I have reviewed the Amendment of Conditions Case Number WAC23-0009 on behalf of parks and do not have comments.

Thank you,



**Faye-Marie L. Pekar, MPA**  
**Park Planner, Planning & Building Division | Community Services Department**  
[fpekar@washoecounty.gov](mailto:fpekar@washoecounty.gov) |

Visit us first online: [www.washoecounty.gov/csd](http://www.washoecounty.gov/csd)  
Planning Division: 775.328.6100 | [Planning@washoecounty.gov](mailto:Planning@washoecounty.gov)  
CSD Office Hours: Monday-Friday 8:00am to 4:00pm  
1001 East Ninth Street, Reno, NV 89512



Have some kudos to share about a Community Services Department employee or experience?  
Submit a nomination for a Washoe Star by clicking this link: [WASHOE STAR](#)

**From:** [Beard, Blaine](#)  
**To:** [Bronczyk, Christopher](#); [Weiche, Courtney](#)  
**Cc:** [Zirkle, Brandon](#)  
**Subject:** FW: June Agency Review Memo II  
**Date:** Wednesday, June 28, 2023 10:00:03 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[June Agency Review Memo II.pdf](#)

---

Good morning,

The WCSO has no concerns nor comment/recommendations with regard to Items #1 and #2.

Have a great day,  
Blaine

**Blaine Beard, Captain**

**Patrol Division – Incline Village**

625 Mount Rose Highway, Incline Village, NV 89451

Desk: 775-832-4114

Personal Cell: 775-722-5580

Email: [bbeard@washoecounty.gov](mailto:bbeard@washoecounty.gov)

Web: [www.WashoeSheriff.com](http://www.WashoeSheriff.com)

---

**From:** Roman, Brandon <BRoman@washoecounty.gov>  
**Sent:** Thursday, June 15, 2023 9:04 AM  
**To:** Green, Jim D. <JDGreen@washoecounty.gov>; Handrock, Wayne <WHandrock@washoecounty.gov>; Philumalee, Matthew <MPhilumalee@washoecounty.gov>; Pekar, Faye-Marie L. <FPekar@washoecounty.gov>; Mayorga, Alexander R. <AMayorga@washoecounty.gov>; Fink, Mitchell <MFink@washoecounty.gov>; Weiss, Timber A. <TWeiss@washoecounty.gov>; Zirkle, Brandon <BZirkle@washoecounty.gov>; Beard, Blaine <BBeard@washoecounty.gov>; Wimer, Robert <RWimer@washoecounty.gov>; Program, EMS <EMSProgram@washoecounty.gov>; English, James <JEnglish@washoecounty.gov>; Rubio, Wesley S <WRubio@washoecounty.gov>; Kelly, David A <DAKelly@washoecounty.gov>  
**Cc:** Gustafson, Jennifer <jgustafson@da.washoecounty.gov>; Smith, Dwayne E. <DESmith@washoecounty.gov>; Hein, Stephen <SHein@washoecounty.gov>; EHS Plan Review <EHSPlanReview@washoecounty.gov>; West, Walt <WWest@washoecounty.gov>; Mullin, Kelly D. <KMullin@washoecounty.gov>; Lloyd, Trevor <TLloyd@washoecounty.gov>; Thomas, Janelle K. <JKThomas@washoecounty.gov>; Emerson, Kathy <KEmerson@washoecounty.gov>; Albarran, Adriana <AAlbarran@washoecounty.gov>; Weiche, Courtney <CWeiche@washoecounty.gov>; Bronczyk, Christopher <CBronczyk@washoecounty.gov>; Oakley, Katherine <KOakley@washoecounty.gov>  
**Subject:** June Agency Review Memo II

Good morning,

Please remember to send any agency review responses/comments directly to the Planner for the case, rather than replying to me.

Please find the attached **Agency Review Memo II** with cases received in **June** by Washoe County Community Services Department, Planning and Building Division.

You've each been asked to review the applications for the items indicated below. The item descriptions and links to the applications are provided in the memo. **Comments for Items #1 and #2 are due by June 26, 2023. Comments for Items #3 - #5 are due by July 3, 2023.**

~~~~~

Jim (Building) – **Items 1, 3-5**

Dwayne/Stephen/Janelle (Engineering) – **All Items**

Rob (Land Development) – **All Items**

Faye-Marie (Parks & Open Space) – **Items 1, 3, 5**

Alex (Sewer) – **Item 1**

Wayne/Matt (Surveyor) – **Item 1**

Mitch (Traffic) – **All Items**

Timber (Water Rights) - **All Items**

Capt. Beard/Capt. Zirkle (WCSO) – **Items 1 and 2**

EMS – **All Items**

David/Jim/Wes (Environmental Health) – **Items 1 and 3-5**

Sincerely,



**Brandon Roman**  
**Office Support Specialist, Planning & Building Division | Community Services Department**  
[broman@washoecounty.gov](mailto:broman@washoecounty.gov) | Direct Line: 775.328.3606  
My working hours: Monday-Friday 7:00am to 3:30pm  
Visit us first online: [www.washoecounty.gov/csd](http://www.washoecounty.gov/csd)  
Planning Division: 775.328.6100 | [Planning@washoecounty.gov](mailto:Planning@washoecounty.gov)  
CSD Office Hours: Monday-Friday 8:00am to 4:00pm  
1001 East Ninth Street, Reno, NV 89512





Have some kudos to share about a Community Services Department employee or experience?  
[Submit a Nomination](#)

**From:** [Steve Shell](#)  
**To:** [Bronczyk, Christopher](#)  
**Subject:** Application Review Memo 2  
**Date:** Thursday, June 15, 2023 9:31:11 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image006.png](#)  
[image008.png](#)

---

[**NOTICE:** This message originated outside of Washoe County -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

WAC23-0009 / TM16-004:

The subject property lies within the Incline Village General Improvement District service area. Municipal water service is subject to Incline Village General Improvement District rules and regulations and approval by the Office of the State Engineer regarding water quantity and availability.

A Will Serve from Incline Village General Improvement District and a mylar map of the proposed project must be presented to the State Engineer for approval and signed through his office prior to development.

WDADAR23-0004: The Division of Water Resources has no comment.

WDADAR23-0006: The Division of Water Resources has no comment.

As of June 1, 2021, the Office of the State Engineer is open to the public. Please call 684-2800 upon arrival and a representative will come down to escort you to our office.

Steve Shell  
Water Rights Specialist II  
Department of Conservation and Natural Resources  
Nevada Division of Water Resources  
901 S. Stewart St., Suite 2002  
Carson City, NV 89701  
[sshell@water.nv.gov](mailto:sshell@water.nv.gov)  
(O) 775-684-2836 | (F) 775-684-2811



**WASHOE COUNTY**  
**COMMUNITY SERVICES**  
**INTEGRITY COMMUNICATION SERVICE**

Reno, Nevada 89520-0027  
Phone: (775) 328-3600  
Fax: (775) 328-3699

June 28, 2023

TO: Julee Olander, Planner, CSD, Planning & Development Division

FROM: Timber Weiss, Licensed Engineer, CSD

SUBJECT: Amendment of Conditions Case Number WAC23-0009 (Boulder Bay Resort – Building A a.k.a. Granite Place) CASE NUMBER TM16-004

**Project description:**

For hearing, discussion, and possible action to approve an amendment of conditions for Tentative Subdivision Case Number TM16-004 (Boulder Bay Resort Building A) to reduce the amount of open space area associated with Building A to 1.25 acres and to transfer open space acreage to the adjacent Boulder Bay resort project.

Location: 1 Big Water Drive, at the northeast corner of Wassou Road and Reservoir Road in Crystal Bay. • Assessor's Parcel Number(s): 123-291-01

***The Community Services Department (CSD) recommends approval of this project with the following Water Rights conditions:***

There are no conditions of approval for the WAC23-0009.

This project is within IVGID's service area. The applicant shall comply with IVGID requirements for this permit.

**DOC # 4856409**

10/05/2018 12:03:20 PM

Requested By  
BIG WATER INVESTMENTS LLC  
Washoe County Recorder  
Lawrence R. Burtness - Recorder  
Fee: \$41.00 RPTT: \$0.00  
Page 1 of 81

APN: 123-071-34

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

JOAN C. WRIGHT, ESQ.  
ALLISON MacKENZIE, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702

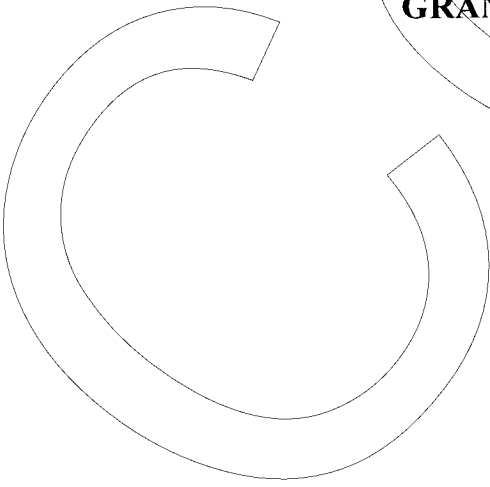


SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE

■The party executing this document hereby affirms  
that this document submitted for recording does  
not contain the social security number of any  
person or persons pursuant to NRS 139B.030

*Joan C. Wright*

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GRANITE PLACE**



## Table of Contents

RECITALS	1
R1.	1
R2.	1
R3.	1
R4.	1
ARTICLE 1 DEFINITIONS. ....	1
Section 1.1. "Action of the Association" .....	1
Section 1.2. "Articles" .....	2
Section 1.3. "Assessment" .....	2
Section 1.4. "Association" .....	2
Section 1.5. "Architectural Standards" .....	2
Section 1.6. "Association Rules" or "Rules" or "Rules and Regulations" .....	2
Section 1.7. "Board of Directors" or "Board" .....	2
Section 1.8. "Bylaws" .....	2
Section 1.9. "Capital Improvements" .....	2
Section 1.10. "Chapter 116" .....	2
Section 1.11. "Common Area" or "Common Elements" .....	3
Section 1.12. "Common Area Open Space" .....	3
Section 1.13. "Common Area Open Space Merger and Resubdivision Map" .....	3
Section 1.14. "Common Expense" .....	3
Section 1.15. "Common Facilities" .....	3
Section 1.16. "Design Standards" .....	3
Section 1.17. "Director" .....	3
Section 1.18. "Good Standing" .....	4
Section 1.19. "Governing Documents" .....	4
Section 1.20. "Improvement" .....	4
Section 1.21. "Lien" .....	4
Section 1.22. "Limited Common Area" or "Limited Common Element" .....	4
Section 1.23. "Maintenance" .....	4
Section 1.24. "Map" .....	4

Section 1.25. "Member" ..... 4

Section 1.26. "Mortgage" ..... 4

Section 1.27. "Owner" ..... 5

Section 1.28. "Party Wall" ..... 5

Section 1.29. "Person" ..... 5

Section 1.30. "Property" A..... 5

Section 1.31. "Regular Assessment" ..... 5

Section 1.32. "Reserve Account" ..... 5

Section 1.33. "Reserve Assessment" ..... 5

Section 1.34. "Residential Use" ..... 5

Section 1.35. "Declaration" ..... 5

Section 1.36. "Separate Interest" ..... 5

Section 1.37. "Special Assessment" ..... 6

Section 1.38. "Special Individual Assessment" ..... 6

Section 1.39. "Unit" ..... 6

ARTICLE 2: OWNERS' PROPERTY RIGHTS & OBLIGATIONS..... 6

Section 2.1. Elements of Separate Interest..... 6

(a) Unit..... 6

(b) Parking..... 6

(c) Storage. .... 6

(d) Ski Locker. .... 6

(e) Limited Common Area..... 6

(f) Nonexclusive Easements..... 6

Section 2.2. Owners' Nonexclusive Easements of Enjoyment to Common Elements..... 6

(a) Limitations on Nonexclusive Easements ..... 6

(b) Waiver of Individual Owner's Right to Sever or Partition. .... 7

Section 2.3. Persons Subject to Governing Documents..... 8

Section 2.4. Delegation of Use..... 8

(a) Delegation of Use and Membership Rights and the Leasing or Sale of Units ..... 8

(b) No Timeshare or Interval Ownership Purposes ..... 10

(c) Discipline of Members for Violations by Lessees, Tenants, Renters, and Rental Agents. .... 10

(d) Due Process Requirements for Disciplinary Action. .... 11

(e) Association Rules..... 11

Section 2.5. Obligations of Owners..... 11

(a) Maintenance. .... 11

(b) By Association..... 12

(c) Owner’s Duty to Notify Association of Tenants and Contract Purchasers..... 12

(c) Notification Regarding Governing Documents..... 13

(d) Payment of Assessments and Compliance with Association Rules..... 14

(e) Payment of Fees. .... 14

(f) Responsibility for Conduct of Others. .... 14

(g) Indemnification for Damage & Injury..... 14

(h) Discharge of Assessments. .... 15

(i) Joint Ownership of Units. .... 15

(j) Prohibition on Avoidance of Obligations. .... 15

(k) Obligation To Permit Entry by Association and/or Adjacent Owners..... 15

Section 2.6. Transfer or Conveyance of Unit Terminates Obligations..... 16

Section 2.7. Ownership of Common Elements..... 16

ARTICLE 3: RESTRICTIONS & USE OF PROPERTY..... 16

Section 3.1. Residential Use..... 16

Section 3.2. Restriction on Businesses..... 16

Section 3.3. Offensive Conduct, Nuisance, Obstructions, or Hazards..... 16

Section 3.4. Regulation of Owner Activity..... 18

Section 3.5. Parking Enforcement, Vehicle Maintenance and Snow Removal..... 20

Section 3.6. Owner Improvements..... 20

Section 3.7. Termination of Mechanics’ Lien Rights and Indemnification..... 21

Section 3.8. Utilities/Trash Disposal..... 21

Section 3.9. Variances..... 21

Section 3.10. Enforcement of Property Use Restrictions..... 22

ARTICLE 4: HOMEOWNERS ASSOCIATION..... 22

Section 4.1. Association Membership..... 22

Section 4.2. Voting..... 23

Section 4.3. Powers and Authority of the Association..... 23

(a) Powers Generally..... 23

(b) Association’s Limited Right of Entry..... 23

Section 4.4. Board of Directors..... 24

(a) Powers of the Board..... 24

(b) Duties of the Board..... 26

Section 4.5. Limitations on Powers of the Association..... 28

Section 4.6. Nonliability of Officials..... 29

ARTICLE 5: ASSESSMENTS ..... 30

Section 5.1. Assessments Generally. .... 30

(a) Covenant to Pay Assessments ..... 30

(b) Extent of Owner’s Personal Obligation for Assessments ..... 30

(c) Authority of Board..... 31

(d) Creation of Assessment Lien ..... 31

(e) No Avoidance of Assessment Obligations. .... 31

(f) Offsets. .... 31

Section 5.2. Regular, Reserve and Emergency Assessments. .... 31

(a) Purpose of Regular Assessments..... 31

(b) Annual Budget; Regular Assessments, Reserve Assessments & Board Authority. .... 31

(c) Membership Approval Requirements. .... 32

(d) Assessments to Address Emergency Situations..... 32

(e) Allocation of Regular, Reserve or Emergency Assessment. .... 32

(f) Failure to Make Estimate. .... 33

(g) Assessment Due Date, Installment Payments & Delinquency. .... 33

Section 5.3. Special Assessments..... 34

(a) Purposes for Which Special Assessments May Be Levied ..... 34

(b) Membership Approval..... 34

(c) Allocation and Payment of Special Assessments. .... 34

Section 5.4. Special Individual Assessments..... 35

(a) Circumstances Giving Rise to Special Individual Assessments..... 35

(b) Levy of Special Individual Assessment and Payment..... 36

Section 5.5. Reasonableness of Assessments..... 37

Section 5.6. Exemption of Certain Parts of the Property From Assessments..... 37

Section 5.7. Maintenance of Assessment Funds. .... 37

(a) Bank Accounts. .... 37

(b) Separate Accounts & Commingling of Funds. .... 38

(c) Checks..... 38

Section 5.8. Collection of Assessments; Enforcement of the Lien. .... 38

(a) Late Assessments. .... 38

(b) Effect of Nonpayment of Assessments. .... 39

Section 5.9. Transfer of Unit by Sale or Foreclosure. .... 39

Section 5.10. Priorities. .... 40

Section 5.11. Estoppel Certificate..... 40



Section 5.12. Unallocated Taxes ..... 40

Section 5.13. Assignment of Rents. .... 41

Section 5.14. Waiver of Exemptions. .... 41

ARTICLE 6: MAINTENANCE RESPONSIBILITIES. .... 41

Section 6.1. Association Maintenance Responsibility. .... 41

(a) Common Elements. .... 41

(b) Streets. .... 41

(c) Improvements and Units. .... 42

Section 6.2. Owner Maintenance Responsibilities. .... 42

(a) Common Elements. .... 42

(b) Units. .... 43

(c) Personal Property. .... 43

(d) Improvements or other additions. .... 43

Section 6.3 Recovery of Costs of Certain Repairs and Maintenance. .... 43

Section 6.4. Cooperative Maintenance Obligations. .... 43

Section 6.5. Capital Improvements. .... 44

(a) Petition; Association Approval; Owner Approval. .... 44

(b) Approval of Petition. .... 44

(c) Bids. .... 44

(d) Approval by Owners. .... 44

(e) Construction. .... 44

(f) Expenses for Property Not Approved. .... 44

ARTICLE 7: EASEMENTS & RESERVATIONS. .... 44

Section 7.1. Encroachment Easements. .... 44

Section 7.2. Blanket Utility Easement. .... 45

Section 7.3. Maintenance Easements. .... 45

Section 7.4. Other Easements. .... 45

ARTICLE 8: DESIGN REVIEW. .... 46

Section 8.1. Improvements Generally & Approval by Board. .... 46

Section 8.2. Appointment of Design Committee. .... 47

Section 8.3. Design Review Duties of Board. .... 47

Section 8.4. Design Standards. .... 47

Section 8.5. Submission of Plans: Action by Design Committee and/or Board. .... 47

Section 8.6. Basis for Approval of Improvements. .... 48

Section 8.7. Non-Waiver. .... 48

Section 8.8. Meetings..... 49

Section 8.9. Variances..... 49

Section 8.10. Compliance with Governmental Requirements..... 49

Section 8.11. Commencement..... 50

Section 8.12. Completion..... 50

Section 8.13. Inspection..... 50

Section 8.14. Enforcement..... 51

Section 8.15. Liability..... 51

ARTICLE 9: INSURANCE..... 51

Section 9.1. Types of Insurance Coverage..... 52

(a) Fire and Casualty Insurance..... 52

(b) Public Liability & Property Damage Insurance..... 52

(c) Directors & Officers Insurance..... 53

(d) Employee Practices Coverage..... 53

(e) Personal Property Insurance..... 53

(f) Earthquake Insurance..... 53

(g) Fidelity Bonds..... 53

(h) Flood Insurance..... 53

Section 9.2. Owners Right to Copies of Policies & Notice of Significant Changes in Coverage..... 54

Section 9.3. First Mortgagees' Minimum Coverage Requirements & Right to Obtain Copies of Policies..... 54

Section 9.4. Coverage Not Available..... 54

Section 9.5. Individual Fire & Casualty insurance..... 54

Section 9.6. Adjustment of Losses..... 54

Section 9.7. Distribution to Mortgagees..... 55

Section 9.8. Owner's Insurance..... 55

Section 9.9. Deductibles/Costs in Excess of Insurance Proceeds..... 55

ARTICLE 10: DAMAGE OR DESTRUCTION..... 55

Section 10.1. General Provisions..... 56

(a) Allocation..... 56

(b) Repair, Reconstruction and Notice..... 56

(c) Emergency Assessment..... 56

(d) Advancement of Special Assessment..... 56

(e) Procedures if Rebuilding Not Approved by Members..... 57

Section 10.2. Minor Deficiency in Insurance Proceeds..... 57

Section 10.3 Major Deficiency in Insurance Proceeds..... 57

Section 10.4. Emergency Repairs..... 58

Section 10.5. Termination of Partition Waiver..... 58

ARTICLE 11: CONDEMNATION..... 58

Section 11.1. Sale by Unanimous Consent or Taking..... 58

Section 11.2. Distribution and Sale Proceeds of Condemnation Award..... 58

(a) Total Sale or Taking..... 58

(b) Partial Sale or Taking..... 59

Section 11.3. Appraiser..... 59

ARTICLE 12: NONSEVERABILITY OF COMPONENT INTERESTS..... 59

Section 12.1. Severance Prohibited..... 60

Section 12.2. Limitation on Interests Conveyed..... 60

ARTICLE 13: BREACH & DEFAULT..... 60

Section 13.1. Remedy at Law Inadequate..... 60

Section 13.2. Nuisance..... 60

Section 13.3. Violation of Law..... 60

Section 13.4. Cumulative Remedies..... 61

Section 13.5. Failure Not a Waiver..... 61

Section 13.6. Rights and Remedies of the Association..... 61

(a) Rights Generally..... 61

(b) Schedule of Fines..... 61

(c) Definition of "Violation" and "General Record of Violations"..... 62

(d) Limitations of Disciplinary Rights..... 62

(e) Hearings..... 63

(f) Notice of Hearing and Disciplinary Decision..... 63

(g) Rules Regarding Disciplinary Proceedings..... 63

Section 13.7. Court Actions; Mediation..... 64

Section 13.8. Joint and Several Liability of Co-Owners..... 64

Section 13.9. Costs and Attorneys' Fees..... 64

ARTICLE 14: NO PUBLIC RIGHTS IN THE PROPERTY..... 64

Section 14.1. Dedication of Property..... 64

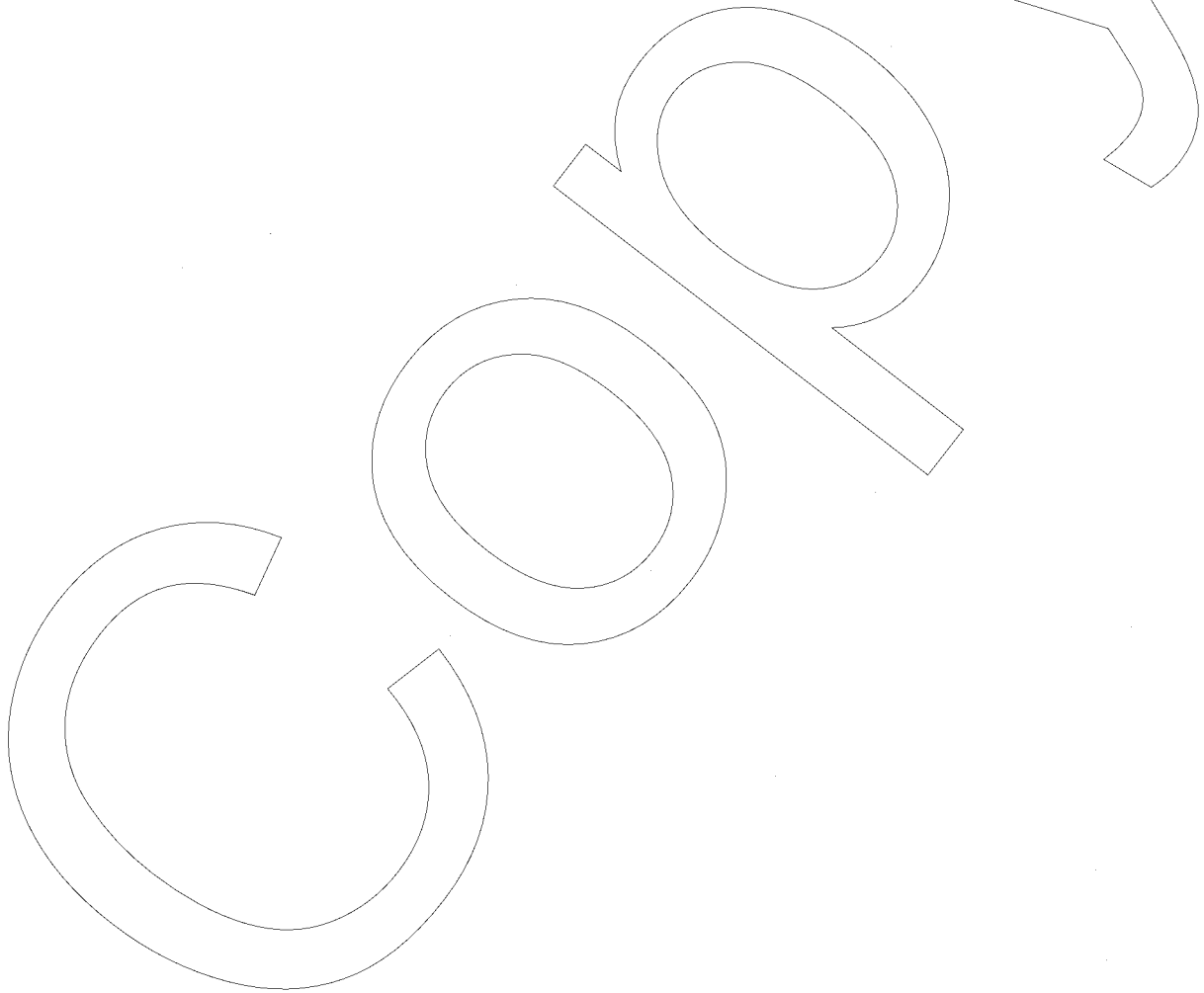
ARTICLE 15: NOTICES..... 65

Section 15.1. Mailing Addresses..... 65

(a) Owners..... 65

(b) The Association..... 65

(c) Directors/Officers.....65  
Section 15.2. Personal Service Upon Co-Owners & Others.....65  
Section 15.3. Deemed Delivered. ....65  
ARTICLE 16: AMENDMENT OF DECLARATION. ....65  
Section 16.1. Amendment in General.....65  
Section 16.2. Effective Date of Amendments.....66  
Section 16.3. Reliance on Amendments.....66



DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GRANITE PLACE

This declaration is made this 5<sup>th</sup> day of October, 2018 by Big Water Investments, LLC, a Nevada limited liability company, (hereinafter referred to as "Declarant"), is made with reference to the following Recitals and is as follows:

**RECITALS**

**R1.** Whereas, Big Water Investments, LLC is the owner of all that real property in Washoe County, Nevada (the Property) described in Exhibit A attached hereto and incorporated herein by this reference;

**R2.** It is further hereby declared that the Property is held and owned and shall be held, owned, operated, managed, conveyed, assigned, rented, hypothecated, encumbered, leased, used, occupied and improved subject to the following Declaration, all of which is declared and agreed to be in furtherance of a plan and purpose of protecting preserving and enhancing the value, desirability and attractiveness of the real property and every part thereof and of fostering the Property, management, improvement, enjoyment, and use and sale of the Property and any part thereof;

**R3.** It is further hereby declared that the covenants, conditions and restrictions herein set forth shall constitute enforceable equitable servitudes as defined in Nevada law and shall constitute covenants that shall run with the Property and shall be binding upon and inure to the benefit of each Owner of any portion of the Property or of any interest therein, each party having or acquiring any right, title or interest in and to the Property or any part thereof and their heirs, successors and assigns; and

**R4.** It is further hereby declared that each Owner, by acceptance of a deed to a Unit, shall be deemed to have agreed, for any and all purposes, for Owner and for the members of Owner's family, Owner's contract purchasers, tenants or lessees, guests, invitees and/or licensees to abide by, and to be bound by, each and every provision of this Declaration which subjects such Owner or other persons to a contractual, fiduciary or other duty, obligation or agreement for the benefit of other Owners or occupants of the Property, either individually or as a class, the Association or the public generally, regardless of whether the deed refers specifically to this Declaration or to any such duty, obligation or agreement.

**ARTICLE 1 DEFINITIONS.**

**Section 1.1. "Action of the Association"** means and includes, other than actions required by the Declaration or Governing Documents to be accomplished by vote of the Unit Owner membership, an action by the Board, or if lawfully delegated by action of the Board,

action of: a) the executive committee or other committee constituted by the Board, Declaration or Governing Documents; b) the Association's officers or single officer; c) Association management; or d) any combination thereof so designated.

**Section 1.2. "Articles"** means the Granite Place Owners Association Articles of Incorporation, which are filed in the Office of the Secretary of State of Nevada, in August, 2018.

**Section 1.3. "Assessment"** means Regular, Reserve, Special, or Special Individual Assessment assessed by the Association against Owners and their Unit in accordance with this Declaration, any of which, except as provided herein, must be equal as to each and every Unit affected by the Assessment in that each Unit will pay the same dollar amount as each and every other Unit upon which the Assessment is imposed. A Special Individual Assessment may or may not be equal and any Assessment may include additional charges, fees or costs as provided herein.

**Section 1.4. "Association"** means Granite Place Owners Association, a Nevada nonprofit corporation.

**Section 1.5. "Architectural Standards"** means the Architectural Standards, Design Guidelines, or Design Standards as may be established pursuant hereto.

**Section 1.6. "Association Rules" or "Rules" or "Rules and Regulations"** means the rules and policies adopted by the Board, pursuant hereto, including any subsequent revisions as they may be amended from time to time. These Rules may include: a) Design Rules or Design Standards and Policies; b) Improvement Standards and Policies; or c) standards and policies governing utilization of Common Elements or Limited Common Elements, as the Board may specifically adopt or otherwise develop through its actions, approvals or conditions over time so long as the membership is routinely informed at least thirty (30) days prior to any enforcement action in writing and the standards and policies are adequately stated in the minutes of the Association relating to the specific action, approval or condition.

**Section 1.7. "Board of Directors" or "Board"** means the body designated in this Declaration to act on behalf of the Association. The Board may act on behalf of the Association, unless any action is specifically reserved to the Members or is required by Chapter 116.

**Section 1.8. "Bylaws"** means the Bylaws adopted by the Association, as they may be amended from time to time.

**Section 1.9. "Capital Improvements"** means the construction of a new and not previously existing component, structure or amenity, it does not include the repair, replacement, change or maintenance of the major components of the Common Elements.

**Section 1.10. "Chapter 116" or "NRS 116"** means Chapter 116 of the Nevada Revised Statutes ("NRS") as existing and as may be amended from time to time.

**Section 1.11. “Common Area” or “Common Elements”** means any real estate and the improvements thereon within the Property other than a Unit designated as Common Area, Common Element or Limited Common Area or Limited Common Element on the Map and including Common Facilities as defined herein, which area will be reduced upon recordation of the Common Area Open Space Merger and Resubdivision Map, defined in Section 1.13, below.

**Section 1.12 “Common Area Open Space”** means those portions of the Common Area that are described in the metes and bounds and map attached hereto as Exhibit B.

**Section 1.13. “Common Area Open Space Merger and Resubdivision Map”** means the Common Area Open Space Merger and Resubdivision Map, which shall be recorded after withdrawal of Common Area Open Space by the Declarant in order to result in the Property consisting of a single parcel at least 1.25 acres in size, generally as shown on Exhibit “C” hereto, and the legal description for which shall be provided in the recorded Common Area Open Space Merger and Resubdivision Parcel Map.

**Section 1.14. “Common Expense”** means any use of common funds authorized hereby and includes, without limitation: (a) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Elements, Common Facilities, or any portion of any Unit that the Association is obligated to maintain or repair; (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board; (c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Elements and Common Facilities or any portion of any Unit that the Association is obligated to maintain or replace, and for nonpayment of any Assessments; (d) the use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents; (e) contractual obligations of the Association; and (f) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, experts, professional services, insurance, operation, repairs, additions, alterations or reconstruction as may be required by this Declaration and/or Chapter 116.

**Section 1.15. “Common Facilities”** means drives, walkways, parking areas, sewer, water, gas, television and telephone services, landscaping, fences, utility lines, pipes, spa, spa equipment, decking, irrigation systems, keycard systems, security systems, fire suppression systems, elevators, exterior and common area lighting fixtures, BBQ areas, auto detailing space, electric charging areas, personal property and other operational facilities or improvements defined herein constructed or installed, to be constructed or installed, or currently located within the Common Areas and owned by the Association.

**Section 1.16. “Design Standards”** means the Design Standards established by the Board pursuant hereto.

**Section 1.17. “Director”** means a member of the Association’s Board of Directors.

**Section 1.18. "Good Standing"** means with respect to any Unit Owner that there are no delinquent Assessments or Fine obligations to the Association owed by that Owner.

**Section 1.19. "Governing Documents"** is a collective term that means and refers to this Declaration, the Articles, Bylaws, Association Rules, Design Standards, and the policies and resolutions adopted by the Board and distributed to the Members and other documents referenced in NRS 116.049 or superseding statute.

**Section 1.20. "Improvement"** means an alteration of the real property comprising the Property or any portion thereof and includes, but is not restricted to, any building, structure, shed, driveway, parking space or parking area, paving, walk, fence, wall, stair, arbor, deck, pole, sign, tank, landscaping (including trees, hedges, plantings, lawns, shrubs), landscape structures, berms, fencing, pond, antennas, utilities, utility lines, gates, statues, markers, pipes, lines, lighting fixtures, and any structure of any kind. In no event shall the term "improvement" be interpreted to include projects which are restricted to the interior of a Unit which do not involve the roof or any load-bearing wall thereof.

**Section 1.21. "Lien"** means the lien in favor of the Association created by and perfected by the recordation of the Declaration.

**Section 1.22. "Limited Common Area" or "Limited Common Element"** means the portion of the Common Area identified on the Map as "LCA" or "Limited Common Area" "LCE" or "Limited Common Element" which is adjacent to a Unit for use exclusively by that Unit. Maintenance and repair of Limited Common Area is the obligation of the Unit Owner who has the exclusive use of the area.

**Section 1.23. "Maintenance"** means the exercise of reasonable care to keep buildings, landscaping, lighting, Units, Common Area, Common Facilities, Improvements, and/or real or personal property in which the Association or an Owner holds an interest in a state similar to their original condition, normal wear and tear excepted.

**Section 1.24. "Map"** means the Condominium Tract Map of Granite Place at Boulder Bay recorded on October 5<sup>th</sup>, 2018, as File No 4856410, Washoe County, Nevada records.

**Section 1.25. "Member"** means an "Owner" as defined herein below. When more than one person is an Owner of a Unit, all such persons shall be Members, although in no event shall more than one vote be cast with respect to any Unit nor more than one Member of a Unit be eligible to serve on the Board of Directors. Member rights may be temporarily suspended under those circumstances described herein below.

**Section 1.26. "Mortgage"** means any security device encumbering all or any portion of the Property, including any deed of trust. The terms mortgage and deed of trust may be used interchangeably. "First Mortgage" means a mortgage having priority over all other Mortgages (except as otherwise provided herein and by law). "Mortgage Lien" means the lien or charge or equivalent security interest of any mortgage or deed of trust. "Mortgagor" shall refer to the



trustor under a deed of trust, as well as a mortgage. "Mortgagee" shall refer to a beneficiary under a deed of trust as well as to a mortgagee of any mortgage. "First Mortgagee" means any person or entity, including, but not limited to, banks, savings and loan associations, insurance companies and other financial institutions, holding a recorded mortgage which constitutes an encumbrance upon one or more Units first in priority of lien over all other encumbrances upon said Unit(s) securing payment of money other than pursuant to this Declaration and liens for real estate taxes and government assessments.

**Section 1.27. "Owner"** means a "Unit's Owner" as defined in NRS 116.095 or superseding statute. "Owner of Record" and/or "Member of the Association" includes an Owner and means any person, firm, corporation, trust, limited liability company or other entity in which title to a Unit is vested according to Association records.

For purposes of requiring compliance with the obligations hereunder and where the context requires, and not to change the preceding paragraph, the term "Owner" includes, the Owner's family, contract purchasers if such contract is recorded, lessees, tenants, servants, employees, guests, invitees, and licensees.

**Section 1.28. "Party Wall"** means a wall erected upon a boundary line between two Units.

**Section 1.29. "Person"** means any individual, corporation, partnership, limited liability company, association, or other entity recognized by the laws of the State of Nevada.

**Section 1.30. "Property"** means the real property and improvements described in Exhibit A.

**Section 1.31. "Regular Assessment"** means an Assessment levied on Owners and their Units based on the annual budget adopted by the Board.

**Section 1.32. "Reserve Account"** means the account in which reserve funds are held separate and apart from Association operating funds.

**Section 1.33. "Reserve Assessment"** means a portion of the Regular Assessment designated to fund the Reserve Account for repair and replacement of Common Elements.

**Section 1.34. "Residential Use"** means occupation and use of a Unit for residential dwelling purposes in conformity with this Declaration and the requirements imposed by applicable zoning ordinances or other applicable laws or governmental regulations.

**Section 1.35. "Declaration"** means this Declaration of Covenants, Conditions and Restrictions of Granite Place, recorded in the Office of the County Recorder of Washoe, Nevada as such may be amended from time to time.

**Section 1.36. "Separate Interest"** means that interest described in each Owners' deed.

**Section 1.37. "Special Assessment"** means an Assessment levied on Owners and their Units in accordance herewith.

**Section 1.38. "Special Individual Assessment"** means an Assessment made against an Owner and his or her Unit assessed in accordance herewith.

**Section 1.39. "Unit"** means the horizontal lotted areas of the Property designated for separate ownership or occupancy on the Map, the boundaries of which are as described on the Map.

## **ARTICLE 2: OWNERS' PROPERTY RIGHTS & OBLIGATIONS.**

**Section 2.1. Elements of Separate Interest.** Ownership of each Separate Interest within the Property includes:

- (a) **Unit.** A Unit as defined, depicted and described herein.
- (b) **Parking.** A parking space in the Common Area designated by the Association from time to time for use solely by the Unit's Owner.
- (c) **Storage.** A storage space in the Common Area designated by the Association from time to time for use solely by the Unit's Owner.
- (d) **Ski Locker.** A ski locker designated from time to time by the Association for use solely by the Unit's Owner.
- (e) **Limited Common Area.** The area designated on the Map adjacent to a Unit as Limited Common Area or Limited Common Element for that Unit.
- (f) **Nonexclusive Easements.** Nonexclusive easements appurtenant to the Unit for the use and enjoyment of the Common Elements as configured at the time of purchase and from time to time by action of the Association.

**Section 2.2. Owners' Nonexclusive Easements of Enjoyment to Common Elements.** Subject to the provisions of this Declaration, the Common Elements shall be held, maintained and used to meet the common interests of the Owners as provided in the Governing Documents. There shall be no use of the Common Elements except by the Owners or as may be delegated by Owners pursuant hereto.

(a) **Limitations on Nonexclusive Easements.** Every Owner (and Owner's family, Resident contract purchasers, lessees, tenants and/or guests) shall have a nonexclusive right and easement of enjoyment in and to the Common Elements, including ingress and egress to and from the Owner's Unit, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following rights and restrictions.

(i) The right of the Association to adopt Rules as provided herein, regulating the use and enjoyment of the Property and in particular the Common Elements for the

benefit and well-being of the Owners in common, and, in the event of the breach of such rules or any provision of any Governing Document, to temporarily suspend the voting rights and/or right to use the Common Elements or Facilities, subject to compliance with the due process requirements of NRS 116. The Association may limit access to Common Areas for safety reasons, for example areas that house technical and mechanical elements of the Property.

(ii) The right of the Association, in accordance with this Declaration, and/or the Association's Articles and Bylaws, to borrow money, which may or may not be secured and/or supported by an assignment of future income, for the purpose of improving, restoring or maintaining the Common Elements and/or the interests of the Owners and/or for the benefit of the Association, and in aid thereof, to mortgage property; provided, however, that the rights of any such mortgagee in property shall be subordinate to the rights of the Owners hereunder; and further provided that any such indebtedness shall be considered an expense of the Association for purposes of the Special Assessment provisions hereof.

(iii) The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Owners; provided, however, that no such dedication or transfer shall be effective unless an instrument, approved by at least two-thirds of the voting power of the Members, consenting to such dedication or transfer has been recorded. Furthermore, no dedication shall be permitted that impairs the ingress and egress to any Unit.

(iv) The non-exclusive easements granted herein shall be subordinate to and shall not interfere with exclusive easements for Limited Common Areas.

(v) The right of any Owner to the full use and enjoyment of any mechanical or electrical service connections as may serve the Owner's Unit in conjunction with other Units within the Property. The Owner of each Unit served by a sanitary sewer, water, gas, telephone, television line or connection, heating or air conditioning conduit, duct, flue, or system, or similar utility/service connection shall be entitled to the full use and enjoyment of such portions of said connections as service Owners' Unit subject to terms and conditions hereof.

(vi) The right of the Association, by action of the Board, to charge reasonable admission, use and/or other fees for the use of the Common Elements or any portion thereof.

(vii) The right of the Association, by easement or through this Declaration, of access into or on Common Elements, including Limited Common Elements for their maintenance, repair, replacement, connection or maintenance of utilities or services, health or safety concerns, emergencies, to connect utilities or services, or for any other Association purpose.

**(b) Waiver of Individual Owner's Right to Sever or Partition.** No Owner, or other person, may by conveyance, transfer or any other action, including an action at law for partition, sever any Unit or Units from the Common Elements or from the Association. Each Owner, by acceptance of a deed to a Unit hereby expressly waives all rights to do so.

**Section 2.3. Persons Subject to Governing Documents.** All present and future Owners, tenants, lessees, contract purchasers and/or occupants of Units (on behalf of themselves, their family, guests, tenants, invitees, agents, servants, employees, licensees and/or any other persons that might use the facilities of the Property in any manner, etc.) shall be subject to, and shall comply with the Governing Documents, as the same or any of them shall be amended from time to time, unless a particular provision is specifically restricted in its application, to one or more of such classes of persons (i.e., Owners, tenants, invitees, etc.). The Association may reasonably restrict the rights of tenants, guests and invitees by Association Rules. Such restrictions may differentiate between Owners, tenants, guests and invitees.

The mere accepting of a deed to any Unit; the entering into a lease, sublease or contract of sale with respect to any Unit; the occupancy of any Unit; and/or the acceptance of any guest pass shall constitute the consent and agreement of such Owner, tenant, occupant, guest and/or invitee that each and all of the provisions of this Declaration, as the same or any of them may be amended from time to time, shall be binding upon said person and that said person will observe and comply with the Governing Documents. It is the obligation of the Owner to ensure that any tenant, guest, invitee or other occupant is made aware of the Governing Documents and other conditions imposed by them and their obligation to read and comply with them.

Except as provided herein, the liability and obligation of any Owner for performance of any one and all provisions of the Governing Documents with respect to any Unit shall terminate upon the sale, transfer, or other divestiture of such Owner's entire interest in that Unit with respect to obligations arising hereunder from and after the date of such divestiture.

**Section 2.4. Delegation of Use.**

**(a) Delegation of Use and Membership Rights and the Leasing or Sale of Units.** Any Member who delegates use of their Unit or membership rights to guests, invitees, or other occupant, or who leases to or contracts with another person or entity for the use of their Unit shall post or make a copy of the Association Rules reasonably accessible within their Unit for the review by any such person. Unless otherwise restricted by law, every day for which a violation of this Declaration, the Governing Documents, or Association Rules occurs may be considered a continuing violation. Any fine or penalty levied pursuant to this Section shall be considered a Special Individual Assessment as defined herein.

(i) Assignment of Rights to family Members. Any Member may delegate the Member's rights to use and enjoy the Common Elements and Common Facilities to members of the Owner's family residing at the Property .

(ii) Use by Invitees and Guests. The invitees and guests of a Member shall have the right to use and enjoy the Common Elements and Common Facilities. Any such guest or invitee shall be subject to the same obligations imposed on the Member to observe the Governing Documents of the Association, unless further restricted by Rules adopted by the Association.

(iii) Assignment of Rights and Responsibilities to Tenants/Lessees/Renters; Obligations of Rental Agent. Any Member who leases or rents the Member's Unit to another person or persons will also ensure that such person or persons to whom are delegated, leased or rented the rights to use and enjoy the Common Elements and the Member's Unit, are obligated to comply with Association Rules and other obligations of Members of the Association, that they have been given a copy of the Association's Rules and confirmed in writing that they have received, and agreed to abide by the Rules. Any violation by any such person or persons using or enjoying the Common Elements and the Member's Unit pursuant to any such lease or rental contract shall be deemed to be a violation by the Member or Unit Owners. The failure of the Member to control any such person or persons using or enjoying the Common Elements and the Member's Unit, or the failure of the person or persons to comply shall be grounds for action by the Board or by Association Management to protect the use and enjoyment of the Property by others by appropriately imposing sanctions or conditions on the Member, or otherwise taking action to enforce the Rules of the Association and other corrective action to reduce the effects of the actions of any such person or persons. Members who have leased or rented their Unit may, if they are a Member in good standing, use and enjoy the Common Elements.

(iv) Obligations of any Member who leases or rents. Any Member who leases or rents the Member's Unit to another person or persons and has entered into an arrangement with a Real Estate Broker ("Rental Agent") will also ensure: a) the Rental Agent has applied to the Association for a permit to act as a Rental Agent; b) that such Rental Agent agrees to assure that the Governing Documents, or other conditions imposed upon anyone using or enjoying a Unit or the Common Elements are communicated to any person or persons leasing or renting a Member's Unit; c) that the Rental Agent will inform any such person or persons that they are required to comply with these rules, restrictions or conditions whether they receive a copy of the Governing Documents, or not, and confirm that the renters have received and agreed to do so by signature of at least one responsible individual; and d) that the Rental Agent has read and understands the requirements, will have their employees or other agents read and understand the rules, conditions or restrictions imposed on them, and that the Rental Agent and its employees or other agents agree to keep current on such provisions, and comply with them as confirmed in writing by the Rental Agent, a copy of which confirmation shall be delivered to the Association upon the signature of any such arrangement with a Rental Agent. Any violation by any such Rental Agent shall be deemed to be a violation by the Member or Unit Owner. The failure of the Member to control any such Rental Agent, or the failure of the Rental Agent to comply shall be grounds for action by the Board or by Association Management to protect the use and enjoyment of the Property by others by appropriately imposing sanctions or conditions on the Member, or otherwise taking action to enforce the Rules of the Association and other corrective action to reduce the effects of the actions of any such Rental Agent, or otherwise correct or sanction the Rental Agent for any such violation. All leases and rental agreements shall be in writing, require the tenant to comply with the Governing Documents, provide a copy of Rules above, and state that any failure by a tenant to comply with the terms of the Governing Documents shall be a default under the lease. All tenants, when their tenancy is greater than 30 days, shall be registered with the Association and the Association shall have the right to charge a reasonable registration fee to each Owner. A copy of all rental agreements shall be provided to

the Association prior to occupancy. All rental agreements shall restrict the overnight occupancy of the unit to six (6) persons. Transient occupancy shall be in compliance with all local ordinances. The Board may adopt reasonable Rules related to Rental Agent permitting and registration of tenants to assure that tenants, guests and occupants are aware and comply with the Governing Documents. The Board may adopt fines against Owners who do not comply with the rental requirements.

(v) **Assignment of Rights to Contract Purchasers.** Any Member who has sold that Member's Unit to a contract purchaser evidenced by a contract of sale that has been recorded, may delegate to such contract purchaser Member's rights and privileges of membership in the Association. Such Member shall be deemed to have delegated all rights to use and enjoyment of the Common Elements to a contract purchaser who has assumed occupancy of said Unit. No delegation of any membership rights or privileges to a non-Resident contract purchaser shall be binding, however, until the Board of Directors has been notified in writing pursuant hereto, below.

Notwithstanding any delegation, until fee title to the Unit has been transferred of record, a contract seller shall remain liable for all assessments, fines and other charges imposed by the Board and for compliance with the Governing Documents by all Residents of the Member's Unit.

**(b) No Timeshare or Interval Ownership Purposes.** No Owner shall offer or sell any interest in any residence under a "timesharing" or "interval ownership" plan.

**(c) Discipline of Members for Violations by Lessees, Tenants, Renters, and Rental Agents.** An Owner who rents or leases their Unit to any person or entity shall be responsible for assuring compliance by the lessee and any other occupants, and compliance of the Rental Agent, with the provisions of the Governing Documents. In the event that any lessee, other occupants, or Rental Agent fails to comply with the provisions of any Governing Document, the Association shall be entitled to take such corrective action as it deems necessary or appropriate under the circumstances, which may include suspension of the tenant's, renter's, or Owner's privileges to use any Common Area or Common Elements, except the Owner's Unit, access thereto and parking attendant thereto. The Association may also impose fines and penalties against the Owner or place restrictions on the right to rent in the event of violations of the rental provisions of the Governing Documents. If the violation is of any parking rule or restriction, the Association may exercise all lawful rights to tow any vehicle immediately if the vehicle is: (a) blocking a fire hydrant, fire lane or parking space designated for the handicapped; or (b) poses an immediate threat of causing a substantial adverse effect on the health, safety, or welfare of the Unit's Owners or residents of the Property against tenant, renter or Owner with no obligation of actual notice to the vehicle's owner. The Association may direct the removal of pursuant to NRS 487.038, or improperly parked in the Property. The Association shall also comply with the provisions of NRS 116.3102(1)(s) or superseding statute.

Any fine or penalty levied pursuant to this Section shall be considered a Special Individual Assessment as defined herein.

(d) **Due Process Requirements for Disciplinary Action.** Except for circumstances in which immediate corrective action is necessary to prevent damage or destruction to the Property, or any part thereof, or to preserve the rights of quiet enjoyment of other Owners, the Association shall have no right to impose disciplinary, corrective or other appropriate action against an Owner on account of the misconduct of the Owner's lessee or tenant unless and until the following conditions have been satisfied:

(i) The Owner has received written notice from The Board or the Association's manager detailing the nature of the lessee's or tenant's alleged infraction or misconduct and scheduling a hearing on the matter;

(ii) The Owner has been given a reasonable opportunity to take corrective action on a voluntary basis or to appear at a hearing

(iii) If such voluntary action is insufficient to correct the violation or misconduct, the Member/Owner has the right to a hearing.

In the case of a violation of health or safety, or other emergency, appropriate action can be taken prior to a hearing so long as a hearing is conducted as soon as practicable thereafter.

(e) **Association Rules.** The right of any person to use and enjoy the Common Elements and Common Facilities shall at all times be subject to the Governing Documents. With the exception of the right to use of any vehicular or pedestrian ingress or egress to go to and from the Unit, including any area used for parking, the Board shall have the right to impose monetary penalties or to suspend the use and enjoyment of any Common Elements and Common Facilities for the failure of a Member to pay any Assessments when due under the Declaration, or to comply with any other rule or regulation imposed upon such Member pursuant to the Governing Documents; provided, however, that any such suspension shall be imposed only after such person has been afforded the notice and hearing rights more particularly described herein. Any fine or penalty levied pursuant to this Subsection shall be considered a Special Individual Assessment as defined herein.

**Section 2.5. Obligations of Owners.** Owners of Units shall be subject to the following:

(a) **Maintenance.**

(i) By Owner. As provided herein each Owner shall have the exclusive right and obligation at the Owner's sole cost and expense to maintain, repair, paint, paper, panel, plaster, tile and finish the interior surfaces of the interior ceilings, floors and the perimeter walls of the Owner's Unit and surfaces of the bearing or other walls located within the Unit and the surfaces of any other finishes in the Unit. The Owner shall have the exclusive right to substitute new finished surfaces for the finished surfaces then existing on interior ceilings, floors and walls, including, substitution to paint for paper or paper for paint, substitution of any

type of paneling for plaster or plaster for paneling, substitution of tile for paneling or paneling for tile, substitution of wood or carpet for linoleum or tile, or linoleum or tile for wood or carpet. Owners and their agents have the exclusive right to maintain, repair, paint, finish, alter, substitute, add or remove any fixture attached to the ceilings, floors or walls. This paragraph shall not be construed as permitting any interference with or damage to the structural integrity of the building. Any proposed change to the floor, ceiling, roof, or any wall, or crawl space whether interior or not, whether believed to be load bearing or not, will require submission of such proposed change to the Association and no changes may be made without written approval. After obtaining written approval from the Association, the Unit Owner shall be responsible for obtaining governmental approval for all such changes and they must comply with the then-applicable building code. All such changes shall be the sole responsibility of the Owner for maintenance, repair and any damages resulting therefrom. If any change or alteration creates any instability or damage to the Property, the Association shall require the original condition to be restored at the sole discretion of the Board and at the sole expense of the Owner.

**(b) By Association.** The Association shall maintain the Common Elements, Common Area Open Space, and Common Facilities, the landscaping, the exteriors (including roofs), and the foundations of the residence buildings, and shall engage and pay for all labor and materials as may be reasonably necessary for such maintenance. The Association and such persons as may be engaged by the Association for maintenance purposes, shall have the right to enter upon the exteriors of any improvements for the performance of maintenance or repairs, but they shall not have the right to enter a Unit without permission of the Owner of such Unit, except as otherwise provided herein.

**(c) Owner's Duty to Notify Association of Tenants and Contract Purchasers.**

**(i) Sale.** At least ten (10) days prior to the consummation of the closing of any sale or other transaction which will result in a change in the record ownership of the fee interest in a Unit, the transferring Owner or Owners shall provide the following information to the Association:

- (A) The name of each transferor and transferee;
- (B) The Unit number of the Unit to be transferred;
- (C) The mailing and email address of each transferee;
- (D) The name and address of the escrow holder, if any, for such transfer and the escrow number; and
- (E) The proposed date for consummation of the transfer.

**(ii) Lease.** Contemporaneously with (and in no event more than five days after) the execution of a lease or rental agreement, the Association shall be provided the following information in writing on a form provided by the Association:

- (A) The name of each lessor and each lessee;
- (B) The Unit number of the Unit leased;



- (C) The mailing and email address of each lessee (whether an Owner or prior lessee);
- (D) The commencement and termination dates of the lease;
- (E) The names of all persons who will occupy the Unit under the lease;
- (F) The makes and models of all vehicles to be used by the persons who will occupy the Unit under the lease; and
- (G) Other information reasonably requested or designated from time to time.

(iii) **Short Term Leases.** Owners shall not lease nor rent their Unit such that there is a change in occupants more frequently than seven (7) days. The Association may adopt Rules related to registration of short term leases (less than 30 days) including a reasonable fee to administer such leases.

(iv) **Effect of Failure to Notify.** In addition to other penalties within this Declaration, until such time as the Association receives the notification required in Subsections (i) and (ii), above, a transferee or lessee shall be deemed to have received any and all notices or other communications required or permitted to be given by the Association hereunder which are duly provided to the transferor or lessor.

(v) **Contract Purchasers.** A contract seller whose contract is recorded may delegate the seller's Member rights, including voting rights. Notwithstanding any delegation of rights to the contract purchaser, the contract seller shall remain liable for any default in the payment of Assessments by the contract purchaser until title to the unit sold has been transferred to the purchaser.

(vi) **Fines and Fees.** The Board has the power to adopt Association Rules consistent with this Declaration relating to enforcement of these notice requirements and/or to impose penalties, including fines, for failures to give timely notice or to enforce the Governing Documents against renters. The Board may also charge a reasonable Fee to set off the administrative costs related to changes of possessory interests such as rentals

**(c) Notification Regarding Governing Documents.**

(i) As more particularly provided in NRS 116.4109, and except as provided by NRS 116.4101, an Owner must furnish a purchaser before execution of any contract for sale of a Unit:

- (A) A copy of the Governing Documents and the information statement required by NRS 116.41095;
- (B) A statement setting forth the amount of the Regular Assessments, Special Assessment, Reserve Assessment, Special Individual Assessment, and any unpaid assessment or fine of any kind currently due from the selling Owner;

- (C) The current operating budget and reserve budget, if it is separate, of the Association and a financial statement for the Association;
- (D) A statement of any unsatisfied judgments or pending legal actions against the Association and the status of any pending legal actions relating to the Association of which the selling Owner has actual knowledge; and
- (E) Any violations hereof by the Owner that are outstanding.

(ii) The Association must provide a statement within ten (10) days after a written request by an Owner setting forth the amount of unpaid Assessments against the Unit. The Association may charge additional fees, if requested to provide the information on less than ten (10) days' notice.

**(d) Payment of Assessments and Compliance with Association Rules.**

Each Owner shall pay when due each Regular, Reserve, Special and Special Individual Assessments levied against the Owner and their Unit and shall observe, comply with and abide by any and all Governing Documents for the purpose of protecting the interests of all Owners or protecting the Common Elements and Common Facilities.

**(e) Payment of Fees.**

The Association may impose a fee for providing copies of any documents equal to the reasonable cost of preparing and reproducing the requested materials which fees may be reviewed and revised by the Board from time to time as appropriate. In addition, the Association may impose a reasonable fee to cover its costs incurred to change its records in connection with a change of ownership of a Unit, as may be reviewed and revised by the Board from time to time as appropriate.

**(f) Responsibility for Conduct of Others.**

Owners are fully responsible for informing members of their family, contract purchasers, lessees, tenants, renters, Rental Agents, servants, employees, guests, invitees and/or licensees of the provisions of the Governing Documents and shall be fully responsible as allowed by law for any violation of the provisions of the Governing Documents by such family members, contract purchasers, lessees, tenants, renters, Rental Agents, servants, employees, guests, invitees and/or licensees. Each Owner shall further be fully responsible for the conduct and activities of Owner's pets and the pets of family members, contract purchasers, lessees, tenants, renters, Rental Agents, servants, employees, guests, invitees and/or licensees. The Association may adopt additional restrictions on pets of persons other than the Owner, in the Rules.

**(g) Indemnification for Damage & Injury.**

Owners are liable to the remaining Owners and the Association for any damage to the Common Elements that result by reason of the willful misconduct, or negligent act or omission of the Owner, family members, contract purchasers, lessees, tenants, renters, Rental Agents, servants, employees, guests, invitees, or licensees (to the extent any such damage is not covered by insurance or subject to a deductible). Each Owner, family member, contract purchasers, lessees, tenants, servants, employees, guests, invitees, and licensees, shall indemnify each and every other Owner and/or the Association against, and hold them harmless from, and defend them against, any claim of any

person for personal injury or property damage occurring to the Property due to the willful misconduct, negligent act or omission of the Owner, family members, contract purchasers, lessees, tenants, servants, employees, guests, invitees, or licensees, unless the injury or damage incurred is fully covered by insurance. Any deductible or uncovered loss is the responsibility of the Owner.

Each Owner, by acceptance of its, his or her deed, agrees personally and for family members, contract purchasers, tenants, guests, and invitees, to indemnify each and every other Owner, and the Association and to hold such Owner(s) and the Association harmless from, and to defend them against, any claim of any person for personal injury or property damage occurring within the Unit of that particular Owner, including Limited Common Elements, if any, except to the extent: (i) that such injury or damage is covered by liability insurance in favor of the Association or other Owner; or (ii) the injury or damage occurred by reason of the willful or negligent act or omission of the Association or another Owner.

**(h) Discharge of Assessments.** Each Owner shall promptly pay any Assessments that are due and such assessments constitute a lien against the Owners' Unit.

**(i) Joint Ownership of Units.** In the event of joint ownership of any Unit, the obligations and liabilities of the multiple Owners are joint and several. Without limiting the foregoing, this Subsection shall apply to all obligations, duties and responsibilities of Owners as set forth in this Declaration, including, without limitation, the payment of all Assessments. When there are multiple owners or an entity that owns with multiple owners of the entity, the Owner shall designate a single individual as the Member to whom the rights and privileges of delegation under the Governing Documents shall be applied.

**(j) Prohibition on Avoidance of Obligations.** No Owner, by non-use of the Common Elements or Common Facilities, renunciation or abandonment of the Owner's Unit, any other act of renunciation or abandonment or otherwise, may avoid the burdens and obligations imposed on such Owner by virtue of being an Owner and Association Member by the Governing Documents, including, without limitation, the payment of Assessments levied against the Owner and their Unit pursuant to this Declaration. Nor may any Owner divest itself of any such burden or obligation by attempting to assign responsibility therefore to a tenant, manager or any third person.

Any outstanding or unpaid Assessment, obligation, lien, charge, fee, cost, amount due or other responsibility of Owner, whether monetary or not, shall be fully paid out of the proceeds of sale of the applicable Unit, for which the Member specifically agrees to and authorizes deduction and payment from such proceeds to the Owner/Member, unless fully satisfied prior to the close of escrow, or is otherwise resolved in a manner acceptable to the Association. This Declaration specifically grants a right to instruct the Member's escrow agent, for which the Member's assent will not be withheld to accomplish such deduction and payment to the Association.

**(k) Obligation To Permit Entry by Association and/or Adjacent Owners.** Each Owner shall be obligated to permit the Owners of adjacent Units to enter the Owner's Unit

for purposes of performing installations, alterations or repairs to mechanical or electrical services which are reasonably necessary for the use and enjoyment of the Unit, provided that the adjacent Owner furnishes the Owner whose Unit is being entered upon with at least seventy-two (72) hours written notice of their intent to enter the Unit, specifying the purpose and scheduled time of such entry and shall make every reasonable effort to perform the use and schedule the entry in a manner that respects the privacy of the Residents of the Unit and the convenience of the Owner of the Unit. Each Owner shall also honor the right of the Association and its agents to enter Units as provided in Section 4.3(b) of this Declaration.

**Section 2.6. Transfer or Conveyance of Unit Terminates Obligations.** Except as allowed by law, and to the fullest extent allowed, upon the conveyance, sale, assignment or other transfer of a Unit to a new Owner, the transferring Owner shall not be liable for any Assessments levied with respect to such Unit after the date of recording of the deed evidencing the transfer. No person, after the termination of the person's status as an Owner and prior to the person again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of an Owner under this Declaration except as provided by law. The conveyance of a Unit to a new Owner will not extinguish any obligations of the transferring Owner for unpaid Assessments that were levied against the Unit prior to the subject transfer.

**Section 2.7. Ownership of Common Elements.** The Association shall own all Common Elements and Common Facilities.

### **ARTICLE 3: RESTRICTIONS & USE OF PROPERTY.**

In addition to the restrictions established by law or set forth in the Governing Documents, the following restrictions are hereby imposed upon the use of Units, and/or Limited Common Elements, and/or Common Elements within the Property.

**Section 3.1. Residential Use.** Each Unit shall be used exclusively for non-commercial, residential purposes, except as specifically provided herein. A Unit may not be occupied by more than six (6) individuals.

**Section 3.2. Restriction on Businesses.** No business of any kind shall be established, maintained, operated, permitted or conducted within the Property except home offices and/or such professional or administrative businesses provided, however, that there shall be no posted external evidence of such business/home office (i.e. no signs, no increased pedestrian and/or vehicular traffic; activities are not apparent or detectable by sight, sound or smell from outside of the Unit; activities do not increase Association's insurance obligations and/or premiums; and the activities are not inconsistent with residential, non-commercial nature of the Property). Even if allowed by local ordinances, no day care business shall be allowed.

**Section 3.3. Offensive Conduct, Nuisance, Obstructions, or Hazards.** The following activities are prohibited and shall not be performed on, upon or within the Property:

(a) Activities which are noxious, harmful or offensive as determined by the Board;

(b) Activities which are nuisances, annoy or cause unreasonable embarrassment, harrassment, disturbance or annoyance to any residents of the Property, Owners, Board Members and/or Association agents, service providers and/or employees or which shall, in any way, interfere with residents' use and enjoyment of their Units and/or the Common Elements and Facilities. When determining if any activity is a nuisance, the Association may or may not adopt Rules establishing activities that constitute a nuisance and in any event, shall exercise reasonable discretion based on an objective standard of what is normally and usually considered to be a nuisance or a material impact which reduces any other Member's right or rights of use or enjoyment of their Unit or the Common Elements;

(c) Activities which will increase the rate of insurance or result in the cancellation of insurance under any insurance policy obtained by the Association;

(d) Activities which are in violation of any governmental statute, ordinance, rule and/or regulation, including specifically the brandishing and/or discharging of firearms within the Property;

(e) Use of machinery or equipment of any kind, except such machinery or equipment as is usual or customary in connection with the use, maintenance or repair of a private residence or appurtenant structures within the Property;

(f) Activities which will obstruct entranceways or vehicular driveways located in or upon the Property or interfere with the free use thereof, except such obstruction as may reasonably be required in connection with repairs and maintenance;

(g) Activities which impede, alter or otherwise interfere with the drainage patterns or facilities in, over, under, across and through the Property, without the prior written consent of the Association;

(h) Activities or conditions which would induce, breed, or harbor infectious plant diseases, noxious insects, rodents and/or vermin;

(i) Any excavation, improvement or work which in any way alters any Common Elements or Common Facility from its existing state on the date such Common Element or Common Facility was originally constructed shall not be made or done except by the Association and then, only in strict compliance with the provisions of the Governing Documents;

(j) Emission of unreasonable levels of exhaust fumes and/or noise and/or the parking, keeping and/or storage of dilapidated, unlicensed, non-operational and/or disabled vehicles;

(k) Division of Units in any manner, including into two or more apartments;

(l) Any improvement or alteration without all required governmental permits and approvals or other-actions; and

(m) Any violation of the Rules or other Governing Documents of the Association.

Without limiting any of the foregoing, no Owner or other Resident shall cause and/or permit noise, sound(s) or sight(s) which would unreasonably disturb another's enjoyment of their Unit and/or the Common Elements taking into account when, how long and at what intensity.

**Section 3.4. Regulation of Owner Activity.** In order to promote the Owners' use and enjoyment of the Property and the aesthetic and recreational purposes thereof, the Association, in its Rules shall be entitled to set forth provisions that regulate or limit, subject to legal limitations, activities within the Property, including specifically any of the following:

(a) The rights of Owners (and Owner's family, contract purchasers, lessees, tenants, renters and/or guests and invitees) to use portions of the Common Elements or Limited Common Elements and Facilities;

(b) The number of guests each Owner may allow to use the Common Elements, including, but not limited to, recreational facilities and parking spaces;

(c) As allowed by the Board or Design Committee, if one has been constituted, the color and type of all drapes, blinds, curtains, shades, shutters or other window coverings visible to the Common Elements and/or another Unit. No tin foil, sheets, or other "non-window" covering shall be placed on any windows except as approved. No Owner shall allow windows to be without allowed window coverings, if the window(s) allow a view into the Unit from the Common Area. No addition, alteration or modification, including but not limited to, shutters, including shutters or window hangings that may be seen from the exterior of any Unit, may be installed by a Unit Owner unless prior written authorization is received in accordance with any Rules or Design Standards adopted by the Board or Design Committee;

(d) The decorations, furnishing, window coverings, landscaping or embellishment of Units that are visible to the Common Elements and/or another Unit. Deck enclosures are not permitted;

(e) The placement or display of signs of any kind on or from any Unit or the Common Elements. However, the Association shall not prohibit such signs as are allowed by law. No Owner may place signs in or on the Common Elements;

(f) The display or flying of flags, windsocks and/or similar items within the public view from any portion of the Property, except that this limitation shall not prohibit or prevent the flying of a flag of the United States or Nevada, as specifically allowed by law;

(g) The erection, construction, maintenance or placement of any solar panels, radio, fiberoptics, satellite dishes and/or electronic receiving and/or broadcasting service, including antennas, wiring or other means and/or any electrical, telephone or other wiring or similar items on the exterior of any Unit or any part thereof, except to the extent required to be

allowed by state or federal law or as appropriate to allow common connection or reduced number of antennas or reception facilities attached to or on the Common Elements as may be determined in the sole discretion of the Board. There shall be no right of an Owner to require the Board to exercise its discretion;

(h) The erection, construction, maintenance or placement of any television service and/or wireless Internet service, including multipoint video distribution service, antennas, masts, towers, poles, satellite dishes and/or wiring in Units or the Common Elements, except to the extent required to be allowed by law or as necessary to minimize such facilities and encourage common usage of antennas, dishes and other reception facilities attached to or on the Common Elements as may be determined in the sole discretion of the Board. There shall be no right of an Owner to require the Board to exercise its discretion.

(i) The erection, placement or maintenance of outbuildings, tents, shacks, sheds, trailers or other temporary buildings of any kind;

(j) The keeping, maintaining or breeding of animals, including, but not limited to, livestock, reptiles, domestic dogs or cats, rodents or birds. However, each Unit may keep not more than two (2) domestic dogs, cats and other customary household pets, provided that the dog, cat, or other household pet is not kept, bred, or maintained for any commercial purposes. The Board may adopt size or other reasonable limitations. Service dogs are allowed in compliance with State and Federal laws.

While in the Common Elements, all dogs must be on a leash or otherwise controlled by a responsible person. Pet owners are responsible for the removal and/or proper disposal of their pets' bodily wastes and while in the Common Elements must always have a bag or utensil with them to remove or dispose of the waste. No pets are permitted to live in or on any deck or porch.

The Association has the right to prohibit the maintenance or presence of any animal within the Property which, after notice and hearing as provided herein, is found to be a nuisance to and/or threat to the safety of other Owners/Residents. In particular, no aggressive, dangerous and/or attack trained dogs or animals are permitted in the Property.

Any person whose pet or animal causes injury to another Owner or guest or their pet shall be solely liable to such Owner or guest and shall indemnify the Association for any responsibility or damages, including attorney fees and costs, arising out of any such incident or occurrence.

(k) The use of power equipment, hobby/shop and/or wood-working equipment within the Property provided that this use is inside the Member's Unit, within reasonable hours, and without undue noise or nuisance to neighboring Unit Owners; and

(l) Modification or improvement of the Member's Unit.

Any breach of the Association Rules or of any other Governing Document provision shall give rise to the rights and remedies set forth herein and enforcement as a Special Individual Assessment.

**Section 3.5. Parking Enforcement, Vehicle Maintenance and Snow Removal.** As long as applicable ordinances and laws are observed, including but not limited to NRS 116.3102(1)(s), NRS 487.038 or comparable superseding statute, the Association may cause the removal of any vehicle which is on the Property in violation of the Governing Documents.

The Association shall set aside within the Common Elements at least one parking space for each Unit and such private roads and driveways as are necessary to provide vehicular access from such parking spaces to any public road, including the traffic directions or other conditions on such roads. Each parking space shall be of suitable size for the parking of one automobile, and designated so as to provide maneuvering of automobiles in such a way that the automobiles may leave the parking area to enter any road in a forward direction. Each parking space may be used only for the parking of vehicles and objects as shall be permitted by the Rules, so long as the vehicle can fit within the dimensions of the parking space. The use of parking areas, roads, and driveways shall be subject to such Rules as the Association may adopt from time to time. The parking spaces allocated to each Unit ownership shall entitle the Owner thereof to the exclusive right to use the space so allocated. Any remaining parking spaces may be allocated to Owners by the Association or may be designated as guest spaces, which guest spaces are available to Owners on a first-come, first-served basis. The Association may adopt Rules to control parking as the Board deems appropriate.

No vehicle may be parked on the Property except within parking areas designated by the Association. Owners may not park non-passenger vehicles, campers, trailers (of any kind), boats, recreation vehicles, commercial vehicles, or other vehicles within the Property, except where required temporarily for deliveries, the construction, repair, refinishing, or maintenance of any part of the Property or for moving furnishing, equipment, or supplies into or out of the Property. However, such temporary parking is prohibited if it would prevent Residents from parking their passenger vehicles in their parking space, or parking area designated by the Association.

No Owner shall lease or license to another the parking space(s) that they have the exclusive right to use separate and apart from the Unit to which it is appurtenant.

A single parking space per Unit, as designated by the Association, shall never be severed from the Unit, except that the Owner or Owners involved may permit other Owners to use any such space, provided that such use is not prohibited and that this permission be revocable at any time without notice.

The cost of maintaining and snow removal on the roads, driveways and all common parking spaces shall be paid by the Association. The Association shall be responsible to provide for maintenance of all BMPs, snow storage, and landscaping within the Common Elements.

**Section 3.6. Owner Improvements.** No Owner may make any alterations or modifications to the exterior of the Units, windows or doors without the prior written consent of



the Association and all proper governmental and Association approvals, including the fulfillment of any conditions imposed to the satisfaction of the Association. Under no circumstances shall any Owner undertake any activity or work with respect to the Owner's Unit that will impair the noise-carrying capacity, structural soundness or integrity of the Common Elements and/or another Unit.

**Section 3.7. Termination of Mechanics' Lien Rights and Indemnification.** No labor performed or materials furnished to and incorporated in a Unit with the consent or at the request of the Owner thereof, Owner's family, lessees, tenants, renters or contract purchasers, or any of their agents, contractors, or subcontractors, shall be the basis for filing a lien against the Unit of any other Owner if said Owner has not expressly consented to or requested the labor performed or materials furnished, or against the Common Elements.

Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liability arising from the claim of any lien against the Unit of any other Owner or against the Common Elements for construction performed, or for labor, materials, services, equipment, or other products incorporated into the Owner's Unit, at such Owner's request or with its consent.

The provisions of this section shall not apply to any labor performed or materials furnished at the request of the managing agent or the Board. The Association shall enforce such indemnity by collecting from the Owner of the Unit on which the labor was performed or to which materials were furnished, through Special Individual Assessments against said Unit, the amount necessary to discharge any such lien, including all costs incident thereto, or to reimburse or indemnify any other Owner affected by any such lien to the extent known to the Association or otherwise made known to it by request of the other affected Owner.

**Section 3.8. Utilities/Trash Disposal.** All trash, garbage, accumulated plant waste material, refuse, rubbish and debris shall be kept only in containers designated by the Association. No Owner or Resident shall permit or cause garbage, trash or other waste to be kept upon any portion of the Property, except in such containers and all containers shall bear proof design. Any extraordinary accumulation of rubbish, trash, garbage or debris (such as debris generated upon vacating of premises or during the construction of modifications and Improvements) shall be removed from the Property to a public dump or trash collection area by the Owner, guest or invitee, tenant, renter at the Owner's own expense. The Association shall be entitled reasonable reimbursement of cost for the collection of garbage and refuse disposed in a manner inconsistent with this section. The Association will pay the cost of refuse collection and Common Element and Common Facilities utility charges, including electric, water, sewer and gas. Owners shall pay their own electric bill, cable and internet connection fees.

**Section 3.9. Variances.** Upon application by any Owner, the Board of Directors shall be authorized and empowered to grant reasonable variances from the use restrictions set forth in this Article, if specific application of the restriction will, in the sole discretion of the Board, either cause an undue hardship to the affected Owner or fail to further or preserve the common plan and scheme of the Property contemplated by this Declaration. In considering and acting

upon any request for a variance, the Board shall follow the procedures set forth herein Section 8.9 for the granting of Design Standard variances.

**Section 3.10. Enforcement of Property Use Restrictions.** The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and other Residents with the environmental standards and property use restrictions contained herein. Accordingly, in the event that the Association becomes aware of Design Standard or property use infraction that does not necessitate immediate corrective action, the Owner responsible for the violation shall receive written notice thereof and shall be given a reasonable opportunity to comply voluntarily with the pertinent Governing Document provision(s). Such notice shall describe the non-complying condition, request that the Owner or tenant correct the condition within a reasonable time specified in the notice, and advise the Owner or tenant of his or her appeal rights. However, the Board shall have the discretion to decide whether or not it is in the Association's best interest to pursue any enforcement action, including taking into consideration the potential benefits to the Association (and/or its Members) resulting from any such enforcement action as compared with the anticipated financial costs and may decide that analysis of these factors requires immediate or quick corrective action. In the event that corrective action is necessary and it is not practical or timely to give written notice to solve the problem in that health, safety, public appearance or other need makes earlier action necessary, the Association may act so long as written notices given as soon as possible to the Owner and a hearing is allowed in a reasonable time shortly thereafter.

#### **ARTICLE 4: HOMEOWNERS ASSOCIATION.**

**Section 4.1. Association Membership.** Every record Owner of a Unit is a Member of the Association. The Owner(s) of a Unit will hold jointly one membership in the Association for each Unit owned. The membership will be appurtenant to each Unit and may not be separated from ownership of the Unit to which it relates. Persons who hold an interest in a Unit merely as security for performance of an obligation are not Members until such time as the security holder comes into title to the Unit through foreclosure or deed. Lessees who are delegated rights of use do not thereby become Members, although the lessee and members of the lessee's family will, at all times, be subject to the provisions of all Governing Documents.

Each Owner will remain a Member of the Association until their ownership in every Unit in the Property ceases, at which time their membership in the Association will automatically cease. Membership in the Association will not be transferred, encumbered, pledged or alienated in any way, except upon the sale or encumbrance of the Unit to which it is appurtenant and then only to the purchaser. In the case of a sale, membership passes automatically to the purchaser upon recording of a deed evidencing transfer of title to the Unit.

Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in the Owner's name to the purchaser of their Unit, the Association will have the right to record the transfer upon its books and thereupon any other membership outstanding in the name of the seller will be null and void.

**Section 4.2. Voting.** Only Members and Owners in Good Standing will be entitled to vote, and only one vote may be cast for each Unit owned by said Member, as more particularly set forth in the Bylaws. When more than one person holds an interest in any Unit, all such persons will be Members, although in no event may more than one vote be cast with respect to any Unit and only one Owner may be a member of the Board. Voting rights may be temporarily suspended under those circumstances described herein.

**Section 4.3. Powers and Authority of the Association.**

**(a) Powers Generally.** The Association through its Board will have the responsibility of managing and maintaining the Common Elements and Common Facilities and will discharge all duties and responsibilities imposed on the Association by the Governing Documents and applicable law. In the discharge of such responsibilities and duties, the Association and its Board will have all of the powers of a nonprofit mutual benefit corporation organized under the laws of the State of Nevada, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents and NRS 116.

The Association will have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. The specific powers of the Association and the limitations thereon will be as set forth in this Declaration and NRS 116.

**(b) Association's Limited Right of Entry.** The Association will have the right, when necessary, to enter any Unit or Limited Common Areas, to perform the Association's obligations under this Declaration, including: (i) exterior maintenance or repair obligations; (ii) obligations to enforce the design and land use restrictions of Article 3 and Article 8 hereof; (iii) any obligations with respect to construction, maintenance and repair of adjacent Common Elements, Common Facilities, utilities and/or other services; (iv) to correct Rule violations that cause an unreasonable interference with other Owners use or enjoyment of their Unit or the Common Elements; (v) to make necessary repairs and maintenance of Common Facilities inside the Unit; or (vi) to make necessary repairs that an Owner has failed to perform which, if left undone, will pose a threat to, or cause an unreasonable interference with Association property or the Owners in common.

The Association's rights of entry under this subsection (b) is immediate in case of an emergency originating in or threatening the Unit where entry is required, or any adjoining Units or Common Elements, and the Association's work may be performed under such circumstances whether or not the Owner or Owner's lessee is present. In all non-emergency situations, the Association must furnish the Owner or Owner's lessee with at least seventy-two (72) hours written notice or other method authorized by law of the Association's intent to enter the Unit, specifying the purpose and scheduled time of such entry and will make every reasonable effort to perform its work and schedule its entry in a manner that respects the privacy of the persons residing within the Unit.

The Association's rights of entry under this subsection (b) will expressly include the right to transfer said rights of entry to others (including, but not limited to employees, contractors and/or service providers retained by the Association) by permit, license, easement, or otherwise, for the benefit of the Property and the Owners of Units therein.

**Section 4.4. Board of Directors.** The affairs of the Association will be managed by or under the direction of the Board. The number and qualifications of the Directors will be as established in the Bylaws. Directors must be Members.

**(a) Powers of the Board.** The Board will have all of the powers and duties set forth in the Governing Documents and Chapter 116, including:

(i) **Exclusive Power.** Except as expressly otherwise provided herein, the powers and duties of the Association which the Governing Documents do not reserve to the Members will be exclusively exercised and performed by the Board (or such Committees or officers as the Board may establish, elect or appoint pursuant to the provisions of the Bylaws). Any power to be exercised or duty to be performed by the Association may not be exercised or performed by any Owner without the written consent of the Board.

(ii) **General Powers of the Board.** Without limiting any powers of the Board conferred elsewhere in the Governing Documents or Chapter 116, the Board will have the following powers:

(A) To call meetings of the Members.

(B) To appoint and remove at pleasure all officers, committees or committee members, agents and employees of the Association, prescribe their duties, fix their compensation, and may require of them such fidelity bonds as it may deem expedient.

(C) To establish, fix, levy, assess and collect assessments against the Owners of Units within the Property and to enforce payment of such Assessments. Any Assessments levied by the Association on its Members will be levied in accordance with and pursuant to the provisions of the Governing Documents.

(D) To authorize and cause the Association to: (1) enter into management contracts and contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations (as used herein the term "manager" shall refer to a person or entity so contracted); (2) enter into lease, license or other agreements for the use of property or facilities not a part of the Property; and (3) enter into a contract to engage the services of a concierge, , except as otherwise provided herein. No contract for professional management may have a term of more than three (3) years and each such contract will be subject to all the other provisions hereof and may be terminable by either party for cause.

Any reference to the "term" of a contract as used in this Section will not include any option or automatic renewal or extension period so long as the term of the

contract may not be renewed or extended if notice of non-renewal is given by the Association pursuant to the contract.

(E) To adopt, amend, and repeal Association Rules consistent with this Declaration relating to: (1) the maintenance, repair, management and use of the Common Elements and all facilities thereon by Owners, their lessees, guests and invitees or any other persons who have rights of use and enjoyment of such Common Elements and Common Facilities, including the right to restrict the use of certain land, facilities, air space, or structures to the Association or its officers, agents or employees; (2) minimum standards for the maintenance of landscaping or other improvements on Units; (3) design control and the rules governing the Design Committee under Article 8; (4) regulation of parking; (5) regulation of pet ownership; (6) regulation of other matters under Article 3 hereof; (7) the conduct of an Owner and its family, contract purchasers, lessees, and their guests, invitees or licensees, with respect to the Property and the other Owners or occupants of the Property; (8) the conduct of disciplinary proceedings in accordance herewith; (9) reasonable charges for labor, services, or expenditures incurred at the request of an Owner or as a result of the actions of an Owner; (10) collection and disposal of refuse; (11) the interpretation of provisions of, and terms used in, this Declaration (said interpretation will be conclusively presumed to be correct so long as it is not inconsistent with this Declaration); (12) annual permitting of Rental Agents; and (13) any other subject or matter within the jurisdiction of the Association as provided in the Governing Documents.

The Association Rules may not be inconsistent with or materially alter any provision of the other Governing Documents or the rights, preferences and privileges of Members thereunder. In the event of any material conflict between any Association Rule and any provision of the other Governing Documents or NRS 116, the conflicting provisions contained in the other Governing Documents and NRS 116 will be deemed to prevail over those in the Association's Rules or Bylaws.

(F) To delegate its powers to committees, officers, or employees of the Association.

(G) To incur debt for the purpose of replacing, maintaining and improving the Common Elements, and to encumber member assessments, of the Association as security for the repayment of such debt.

(H) To grant easements on, over, under, across, and through the Property for public utility and other purposes consistent with the provisions of this Declaration and the intended use of the Property and consistent with existing easements on the Property.

(I) Except as expressly otherwise provided herein, the Board of Directors will have the exclusive right and obligation to manage and administer the Common Elements and Common Facilities to contract for all goods, services, and insurance, payment for which is to be made from the assessments.

(J) Open and maintain bank or other financial accounts on behalf of the Association and designate the signatories as required or prudent for such bank

accounts.

(K) Subject to the requirements of NRS 116.31088 and any superseding statute, bring and defend actions on behalf of the Association to protect the interests of the Members or the Association as long as the action is pertinent to the operations of the Association, and to assess the Members for the cost of such litigation. However, the Board will have the sole discretion to decide whether or not it is in the Association's best interest to pursue any such enforcement action, taking into consideration the potential benefits to the Association (and/or its members) resulting from any such enforcement action as compared with the anticipated financial costs.

Prior to filing litigation (including mediation and/or arbitration) regarding any disciplinary action against a Member, the Board will comply with the requirements set forth in NRS 116 and herein.

(iii) No Active Business. Nothing contained in this Declaration, however, may be construed to give the Board authority to conduct an active business for profit on behalf of the Association, all of the Owners, or any of them. The Board will have no such power. However, this subsection (iii) will not prohibit the Association and/or its Board from acquiring, owning, leasing and/or selling any Unit or Common Element within the Property as allowed by law.

**(b) Duties of the Board.**

(i) Association Duties. Cause all duties imposed on the Association by Governing Documents to be properly performed.

(ii) Records. Cause a complete record of all its acts and corporate affairs to be kept, and to prepare budgets and financial statements for the Association.

(iii) Supervise. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed.

(iv) Assessments. With reference to assessments of the Association:

(A) Fix, levy and collect assessments pursuant hereto;

(B) Approve the annual operating and reserve budgets and fix the amount of the assessment against each Member for each assessment period in compliance with Nevada law.

(C) Prepare a roster of the Members and assessments applicable thereto;

(D) Send written notice of each assessment to every Member subject thereto; and

(E) Issue statements and other certificates as required hereby.

(v) Insurance. Contract for casualty, liability, earthquake, employees practices, or other insurance, sureties and/or bonds (including indemnity or fidelity bonds) may be purchased on behalf of the Association with such coverages and in such amounts as required by this Declaration and as deemed necessary by the Board in its sole discretion or as may be required by law and as required by NRS 116.

(vi) Vacancies. Fill a vacancy or vacancies on the Board as provided in the Bylaws.

(vii) Discharge of Liens. Pay any amount necessary to Bond or discharge any claim which may be or become a lien or encumbrance levied against the Property as a whole or any part thereof which constitutes a lien against the Common Elements, rather than merely against the interest therein of particular Owners; provided, however, that where one or more Owners are responsible for the existence of such lien, they will jointly and severally be liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens will be assessed against each such Owner and its Unit as a Special Individual Assessment. No decision resulting in such liability or assessment may be reached before providing the Owner or Owners with notice and hearing satisfying the requirements of this Declaration.

(viii) Enforcement. Commence and maintain actions for damages arising from, or to restrain and enjoin, or to take any reasonable action necessary to prevent, any actual or threatened violation of the provisions of the Governing Documents, the orders and awards of arbitration, or resolutions of the Board of Directors, or to enforce, by injunction or otherwise, the provisions of the foregoing.

The Board will have the sole discretion to decide whether or not it is in the Association's best interest to pursue any such enforcement action, including taking into consideration the potential benefits to the Association (and/or its members) resulting from any such enforcement action as compared with the anticipated financial costs.

The Board may suspend the voting rights of an Owner or suspend the privileges of an Owner to use the Common Elements or Common Facilities located on the Property, or assess monetary penalties against any Owner or other person entitled to exercise such privileges for any violations of the provisions of the foregoing; provided that the specific Owner or other person is given fair notice and the opportunity to be heard (in satisfaction of the minimum requirements of this Declaration) with respect to the alleged violation before a decision to impose discipline is made. The Board may delegate some or all of its enforcement rights to a Disciplinary Committee.

Notwithstanding anything to the contrary herein contained, neither the Board nor the Association will have the power to cause a forfeiture or abridgement of an Owner's right to the full use and enjoyment of its Unit, including access thereto over and across the Common Elements, except when such loss or forfeiture is the result of: (A) a judgment of a court; (B) a decision arising out of arbitration; or (C) on account of a foreclosure (judicial or under the power

of sale herein granted) for failure of the Owner to pay the assessments levied pursuant to the provisions hereof.

If legal action is instituted by the Board pursuant to this section, any judgment rendered in any such action must include all costs of collection, arbitration costs, mediation costs, court costs and reasonable attorneys' fees.

(ix) **Operating Requirements.** Obtain any other material, supplies, furniture, property, labor, services, maintenance, repairs, construction, reconstruction, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay by law, local requirement, or pursuant to the terms of this Declaration, or as is necessary for the operation of the Property, or for the enforcement of this Declaration; provided, however, that if any such materials, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments are provided for particular Units, the costs thereof will, as is reasonable, be assessed to such Units and the Owners thereof as provided in Section 6.3 or as provided in the Bylaws.

**Section 4.5. Limitations on Powers of the Association.** Neither the Board nor the Association will have the power to take, and both are hereby expressly prohibited from taking, any of the following actions without the vote or written assent of a majority of the voting power of the Association's Members.

(a) Entering into a contract with a third person to furnish goods or services for the Common Elements, the Units or the Association for a term longer than three (3) years with the following exceptions:

(i) A contract with a public utility company if the rates charged for the materials or services are regulated by the Public Utilities Commission or contracts with utility districts, sanitary services providers, energy providers, telephone service providers and/or cable or satellite dish or comparable service or utility provider;

(ii) Prepaid casualty and/or liability insurance policies not to exceed three (3) years duration provided that the policy permits for short-rate cancellation by the insured;

(iii) Lease agreements for equipment not to exceed five (5) years' duration; and

(iv) Agreements for sale or lease of security alarm systems and fire alarm equipment, installation and services not to exceed five (5) years' duration.

For purposes of this subsection, the five (5) year maximum "term" of a contract does not include any option period(s), renewal period(s) and/or extension(s) of time to the contract term so long as the contract contains provisions allowing the Association to non-renew and/or cancel the contract upon the expiration of the term. There shall be no automatic renewals of any contract.



(b) Selling, during any fiscal year, property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year.

The Board of Directors shall not convey, exchange, mortgage, encumber, transfer upon trust or otherwise dispose of any of the real property of the Association without the affirmative vote or written consent except as provided herein of at least a majority of the Members. No proxy vote shall be counted upon such issue at either an annual or special meeting unless the meeting notice shall have stated specifically that such a transaction would be considered and shall set forth the details thereof.

(c) Paying compensation to Directors or Officers of the Association for services performed, except that the Board may authorize reimbursement to a Director or officer for expenses incurred in carrying on the business of the Association.

**Section 4.6. Nonliability of Officials.** Neither a Director, Officer, Committee of the Association or Member of a Committee of the Association, nor the Board (collectively and individually referred to as the "Released Party"), may be liable to any Member, Owner, the Association or any other party for any damage, loss, claim, liability or prejudice suffered or claimed on account of any decision, approval, disapproval, course of action, act, inaction, omission, error, negligence or the like made in good faith subject to the business judgment rule and which such person or entity reasonably believed to be in the interests of the Association. No Released Party shall ever be liable to any Unit Owner or the Association for exemplary or punitive damages, regardless of the basis of any claim.

Without limiting the generality of the foregoing, this standard of care and limitation of liability will extend to such matters as the establishment of the Association's annual financial budget, the funding of Association capital replacement and reserve accounts, repair and maintenance of Common Elements and Common Facilities and enforcement of the Governing Documents.

The maximum indemnification rights (including the right to advancement of expenses) of Directors, Officers, employees and/or agents will be governed by Nevada law.

As set forth herein, the Association shall purchase and maintain insurance on behalf of its Directors, officers, employees and/or agents against liability asserted against or incurred by any Director, officer, employee and/or agent in its capacity or status as such.

The provisions of this section are intended to reflect the protections accorded to volunteer directors and officers of common interest communities under Nevada law. In the event that Nevada law is amended, this section will be deemed amended, without the necessity of further Member approval, to correspond to the amended or successor code provisions.

## ARTICLE 5: ASSESSMENTS.

### Section 5.1. Assessments Generally.

(a) **Covenant to Pay Assessments.** Each Owner of one (1) or more Units, by acceptance of a deed or other conveyance therefor (whether or not it will be so expressed in such deed or conveyance), covenants and agrees to pay to the Association: (i) Regular Assessments, (ii) Special Assessments, (iii) Reserve Assessments, and (iv) Special Individual Assessments levied by the Association as hereinafter provided. Such deed or conveyance will be deemed to vest in the Association the right and power to initiate all actions and procedures as the Board may deem necessary or appropriate for the collection of such assessments and charges and for the enforcement of the liens hereinafter provided for. All Assessments specifically include any charge, claim, fine, fee, cost, collection expense, attorney's fee, and other charge or amount connected to such an assessment.

Each such Assessment will be established and collected as hereinafter provided. No Owner may waive or otherwise escape liability for any Assessment provided for herein by nonuse of the Common Elements or by abandonment.

(b) **Extent of Owner's Personal Obligation for Assessments.** The obligation to pay Assessments and charges and the right and power of the Association to initiate all actions and procedures for collection will run with the land, so that each successive Owner or Owners of record of any Unit within the Property will, in turn, become liable to pay all Assessments and charges assessed during the time they are record Owner of such Unit. All Assessments permitted or required herein, together with late charges, interest, costs, collection expenses, fines other charges, and reasonable costs (including reasonable attorneys' fees) for the collection thereof will be a separate, distinct and personal debt and a personal obligation of the Person who was the Owner of the Unit at the time the Assessment was levied. The Owner of such Unit will ensure that any outstanding charge, cost or obligation whatsoever, whether of a monetary, lien or other nature, will be satisfied prior to sale.

Any Grantee and/or Owner who acquires title to a Unit (whether at judicial sale, trustee's sale or otherwise) will be personally liable only for Assessments attributable to the Unit so purchased which become due and payable after the date of such sale, and will not be personally liable for delinquent Assessments of prior Owners unless the new Owner expressly assumes the personal liability and the Association agrees to such assumption. The Unit, however, will be subject to the lien as allowed by law and/or provided for in this Declaration.

After a record Owner transfers, of record, any Unit they own, they will not be liable for any Assessments levied after the transfer with respect to that Unit only if the assessments or other claims, charges, obligations or liens have been fully paid or satisfied or if an express written assumption has been accepted by the Association prior to the transfer or any related close of escrow. If, for any reason whatsoever, an Assessment is unpaid after transfer and not assumed by the new Owner in a manner acceptable to the Association, any unpaid Assessment of a previous Owner will remain the debt of such previous Owner against whom assessed and the previous Owner will remain personally liable until paid or arrangements acceptable to the Association for full payment or satisfaction have been agreed to. A contract

seller of any Unit will continue to be liable for all Assessments and charges until a conveyance by deed of such Unit is recorded in the Office of the County Recorder of Washoe County and only if any Assessments or other claims, charges, obligations, fines or liens have been fully paid or satisfied or if an express written assumption has been accepted by the Association.

(c) **Authority of Board.** The Board will have the power, duty and authority to levy Regular, Reserve and Special and Special Individual Assessments sufficient to meet the Association's obligations under the Governing Documents and applicable law. Except for a fine or construction penalty, the Board may not levy or collect an Assessment or fee that exceeds the amount necessary to defray the costs for which it is levied. The Board will also have the power and authority to levy Special Individual Assessments against Owners.

(d) **Creation of Assessment Lien.** Assessments, together with late charges, interest, fines and reasonable costs (including reasonable attorneys' fees) for the collection thereof, have been, and continue to be, charges on the Units and the Declaration including all amendments, such as this Declaration, has been, and continue to be, a continuing lien (the "Lien") upon the Unit against which such Assessment is made. The Lien is subject to foreclosure as provided herein and Chapter 116. The Lien will continue to secure all Assessments, together with late charges, interest, costs, collection expenses, fines, other charges and reasonable costs (including reasonable attorneys' fees) for the collection thereof, made on any Unit notwithstanding the transfer of record title to such Unit, and any such transfer will be subject to the Lien.

(e) **No Avoidance of Assessment Obligations.** No Owner may exempt himself from personal liability for Assessments duly levied by the Association, nor release the Unit or other property owned by them from the Lien and charges hereof, by waiver of the use and enjoyment of the Common Elements or any facilities thereon or by abandonment or non-use of their Unit or any other portion of the Property.

(f) **Offsets.** All Assessments levied by the Association will be payable in the full amount specified, including any additional charges imposed as provided for by the Governing Documents. No offsets against any such Assessment will be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Governing Documents.

## **Section 5.2. Regular, Reserve and Emergency Assessments.**

(a) **Purpose of Regular Assessments.** All Regular Assessments levied by the Association Will be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Property and, in particular, for the maintenance, operation and improvement of the Units, Common Elements, and any real or personal property in which the Association holds an interest. Regular Assessments include Reserve Assessments.

(b) **Annual Budget; Regular Assessments, Reserve Assessments & Board Authority.** In accord with the timing provisions of NRS 116.31151 (or comparable superseding statute), if any, the Board must estimate the total amount required to fund the Association's

anticipated Common Expenses for the next succeeding fiscal year (including additions to any reserve fund established to defray the costs of future repairs, replacement or additions to the Common Facilities, which may be levied as a Reserve Assessment), prepare, and adopt then distribute to all Members a proposed budget.

**(c) Membership Approval Requirements.** Within sixty (60) days after adoption of the proposed budget, the Board must provide the budget or a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the budget or summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, or is not timely ratified, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

**(d) Assessments to Address Emergency Situations.** In the event of an emergency situation, the Board may impose an assessment without ratification of a budget including such assessment. An emergency situation is any of the following.

- (i) An extraordinary expense required by an order of a court.
- (ii) An extraordinary expense necessary to repair or maintain the Common Elements or any portion of the separate interests which the Association is obligated to maintain where a threat to personal safety is discovered.
- (iii) An extraordinary expense necessary to repair, or maintain the Common Elements or any portion of the separate interests which the Association is obligated to maintain that could not have been reasonably foreseen by the Board in preparing and distributing the budget pursuant to subsection (a), above, provided that, prior to the imposition or collection of an assessment under this subsection (d)(iii), the Board will pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. The Board's resolution will be distributed to the Members together with the notice of assessment.
- (iv) An extraordinary expense necessary to make up any shortfall or deficiency in insurance proceeds in the event of damage or destruction of one or more Units or the Common Elements.

**(e) Allocation of Regular, Reserve or Emergency Assessment.** The total estimated Common Expenses, determined in accordance with subsections (a) and (b), above, will be divided and then allocated among, assessed against, and charged to each Owner/Unit, pro rata in accordance with each Unit's square footage of living space as follows:

(i)	Units A100, A105, A200, A205	2,078 sq. ft.
(ii)	Units A101, A104, A201, A204	1,874 sq. ft.
(iii)	Units A102, A103, A202, A203	1,762 sq. ft.
(iv)	Unit A300	2,636 sq. ft.

(v)	Units A301, A304	2,432 sq. ft.
(vi)	Units A302, A303	1,641 sq. ft.
(vii)	Unit A305	2,718 sq. ft.

The allocations of the square footage are based on the plans and specifications for the Property, and are allocated by this document with full knowledge that the actual units as built may vary slightly in square footage.

For all Assessments, Regular, Reserve, or Special, the total Assessment will be divided by the total square footage of living space in the Property and then multiplied by each individual Unit's square footage of living space, as set forth above.

**(f) Failure to Make Estimate.** If, for any reason, the Board fails to make an estimate of the Common Expenses for any fiscal year, then the Regular Assessment made for the preceding fiscal year will be automatically assessed against each Owner and their Unit on account of the then current fiscal year, and installment payments (as hereinafter provided) based upon such automatic Assessment will be payable on the regular payment dates established by the Association.

The failure of the Board to fix Regular Assessments hereunder before the expiration of any year, for that or the next year, is not a waiver or modification in any respect of the provisions of this Declaration or a release of the Owner from the obligation to pay the Assessments, or any installment thereof for that or any subsequent year. Failure to provide a copy of the budget to any Owner will not affect the validity of Assessments based thereon so long as that Owner receives reasonable notice before the Association commences any action or proceeding to enforce collection thereof.

**(g) Assessment Due Date, Installment Payments & Delinquency.** The Regular Assessments levied annually against each Owner and their Unit for the current fiscal year may be divided into monthly, quarterly, semi-annual or annual installments so long as the respective Owner is not in default (i.e., current on all Assessments). Each installment is due and must be paid on the first day of the period in which it becomes due or in such other manner and/or on such other date or dates as may be established from time to time by the Association. To encourage prompt payment or early receipt of Assessments, the Board may assess a late fee or offer a discount for payments made quarterly, semi-annually, or annually so long as offered to each and every Owner equally and addressed in the Budget.

Installments of Regular Assessments will be late if: (a) not actually received by the Association or its designated agent by the fifteenth (15th) day of the month in which the Assessment is due; or (b) sent with visible official postmark or date of the transmission on or before the tenth (10th) day of the month in which the Assessment is due. In the event of a default in the payment of any installment, the Association may pursue the remedies set forth below, as to the late payment. Interest, late fees and other charges shall be assessed effective the 15th of the month if such assessments are late.

### Section 5.3. Special Assessments.

(a) **Purposes for Which Special Assessments May Be Levied.** Subject to the membership approval requirements set forth in subsection (b), below, the Board may have the authority to levy Special Assessments against the Owners and their Units for the following purposes:

(i) **Capital Improvements.** The Board may also levy Special Assessments for additional Capital Improvements within the Common Elements (i.e., improvements not in existence on the date of this Declaration that are unrelated to repairs for damage to, or destruction of, the existing Common Elements). The Special Assessment power conferred hereunder is not intended to diminish the Board's obligation to plan and budget for normal maintenance, replacement, and repair of the Common Elements or existing Common Facilities through Regular Assessments (including the funding of reasonable reserves through Reserve Assessments) and to maintain adequate insurance on the Common Elements and existing Common Facilities in accordance with Article 9 hereof.

The Association shall provide written notice to each Owner of a meeting at which an Assessment for a Capital Improvement is to be considered or action is to be taken on such an Assessment at least twenty-one (21) days before the meeting. The Board, without member approval, may provide for Capital Improvements of less than 6% of the yearly Regular Assessment.

(ii) **Special Projects.** The Board may also levy Special Assessments for Special Projects that the Board determines would enhance the Property in the Board's discretion. The Board's assessment authority pursuant to this Section will be subject to membership approval requirements described below.

(b) **Membership Approval.** In order for the Board to levy Special Assessments the Board must adopt a proposed budget therefore, and within thirty (30) days after adoption of the proposed budget with respect to the Special Assessment, the Board must provide a summary of the budget to all Owners, and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all Owners reject the budget that includes the Special Assessment the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the Special Assessment shall not be imposed.

(c) **Allocation and Payment of Special Assessments.** When levied by the Board and approved by the Members as provided above, the Special Assessment will be divided among, assessed against and charged to each Owner and their Unit in the same manner prescribed for the allocation of Regular Assessments. Notice of the Special Assessment so levied must be mailed to each Owner.

Unless the time for payment is extended by the Board, payment of all Special

Assessments will be due no sooner than fifteen (15) days after the Association gives the Owners written notice thereof.

The Board may, in its discretion, prorate the amount of any Special Assessment over any calendar period, proscribe frequency of payment and impose a late fee or offer a discount.

Installments of Special Assessments will be late if: (a) not actually received by the Association or its designated agent by the fifteenth (15th) day after the Assessment is due; or (b) sent with visible official postmark or date of the transmission on or before the tenth (10th) day of the month in which the Assessment is due. In the event of a default in the payment of any installment, the Association may pursue the remedies set forth below, as to the late payment. Interest, late fees and other charges shall be assessed effective fifteen (15) days after the due date, if such assessments are late.

#### **Section 5.4. Special Individual Assessments.**

**(a) Circumstances Giving Rise to Special Individual Assessments.** In addition to the Special Assessments levied against all Owners the Board may impose Special Individual Assessments against an Owner in any of the circumstances described in subsections (i) through (viii), below or as otherwise provided in the Governing Documents, provided that no Special Individual Assessments may be imposed against an Owner pursuant to this section until the Owner has been afforded the notice and hearing rights to which the Owner is entitled hereunder and by law. Subject to the foregoing, the facts and circumstances giving rise to liability for Special Individual Assessments include the following:

(i) **Damage to Common Elements or Common Facilities.** If any damage to, or destruction of, any portion of the Common Elements or the Common Facilities, including any portion of a Unit which the Association is obligated to repair and maintain is caused by the willful misconduct and/or negligent act or omission of any Owner, the Board may cause the same to be repaired or replaced, and all costs and expenses and deductible, including but not limited to any costs or expenses incurred in deterring, apprehending and/or identifying those persons causing damage, incurred in connection therewith (to the extent not compensated by insurance proceeds) may be assessed and charged solely to and against such Owner as a Special Individual Assessment. If insurance covers the event or occurrence, the insurance proceeds shall be used first before any assessment is made.

(ii) **Expenses Incurred for a Unit caused by another Unit.** If any damage to, or destruction of, any portion of a Unit which the Association repairs or maintains to prevent additional damage to Common Elements or an adjacent Unit and such damage is incurred because of any conduct, element or fixture within or serving exclusively another Unit (including Limited Common Elements associated with that Unit), the Board may cause the repair and maintenance. All costs and expenses of such repair and maintenance shall be charged solely to and against such Unit Owner as a Special Individual Assessment.

(iii) Expenses Incurred in Gaining Member Compliance. If the Association incurs any costs or expenses, to accomplish: (A) the payment of delinquent Assessments, (B) any repair, maintenance or replacement to any portion of the Property that the Owner is responsible to maintain under the Governing Documents but has failed to undertake or complete in a timely fashion, or (C) to otherwise bring the Owner and/or their Unit into compliance with any provision of the Governing Documents, the amount incurred by the Association (including reasonable fines and other interest as allowed by law and penalties duly imposed hereunder, title company fees, accounting fees, court costs and reasonable attorneys' fees) may be assessed and charged solely to and against such Owner as a Special Individual Assessment.

(iv) Required Maintenance on Units. As more particularly provided herein (and without limiting the generality of those sections), if the Board, in its discretion, determines that any Unit is maintained so as to become a nuisance, fire or safety hazard for any reason, including without limitation, the accumulation of trash the Association will have the right to enter the Unit, correct the offensive or hazardous condition, and recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner.

(v) Diminution in Insurance Proceeds. As more particularly provided herein, the Association may levy a Special Individual Assessment for the amount of the loss in insurance proceeds against any Owner who, in violation hereof, caused any diminution in the insurance proceeds otherwise payable to the Association due to the Owner's individual casualty insurance.

(vi) Increase in insurance Burden. The Association may levy a Special Individual Assessment for the amount of the increased insurance premium against any Owner who in violation of these governing documents caused any increase in the rate of insurance paid by the Association to reimburse the Association for any such increase in the rate of insurance.

(vii) Payment of Insurance Deductible. The Association may levy a Special Individual Assessment for the amount of any insurance deductible.

(viii) Payment of Fines. The Association may levy a Special Individual Assessment for the amount of any fine or other penalty properly imposed hereunder.

**(b) Levy of Special Individual Assessment and Payment.** Once a Special Individual Assessment has been levied against an Owner for any reason described, and subject to the conditions imposed herein, notice thereof will be mailed to the affected Owner and the Special Individual Assessment will thereafter be due as a separate debt of the Owner payable in full to the Association within fifteen (15) days after the mailing of notice of the Assessment.

Installments of Special Individual Assessments will be delinquent if not received by the Association or its designated agent within fifteen (15) days from the due date. In the event of a default in the payment of any Special Individual Assessment, the Association may declare that Owner's Special Individual Assessment to be in default and pursue the remedies set forth in herein as to the late payment.



**Section 5.5. Reasonableness of Assessments.** Each and every Assessment levied hereunder is further declared and agreed to be a reasonable Assessment, and to constitute a separate, distinct and personal obligation of the Owner of the Unit against which the Assessment is imposed that will be binding on the Owner's heirs, successors and assigns, provided that the personal obligation of each Owner for delinquent Assessments will not pass to the Owners successors in title unless expressly assumed by them with the express approval of the assumption by the Association.

**Section 5.6. Exemption of Certain Parts of the Property From Assessments.** The following real property subject to this Declaration will be exempt from the Assessments, unless used as a residence:

- (a) Any portion of the Property dedicated and accepted by a local public authority;
- (b) The Common Elements and Common Facilities; and
- (c) Any Unit owned by the Association.

**Section 5.7. Maintenance of Assessment Funds.**

(a) **Bank Accounts.** All sums received or collected by the Association from Assessments, together with any interest or other charges thereon, must be promptly deposited in insured checking, savings or money market accounts in a bank, savings and loan association or other financial institution selected by the Board which has offices located within the United States of America or as required by applicable state law, which accounts will be clearly designated as either an "operating" or "reserve" account or other accounts so designated by the Association.

The Association must establish and maintain cash deposit accounts into which will be deposited all Assessments. Disbursements from such account will be for the general operation of the Association including, but not limited to, wages, repairs, betterments, maintenance, and other operating expenses of the Property. The Association will maintain other accounts necessary to carry out its purposes, including (at minimum) a reserve account for the repair, replacement, maintenance or restoration of the major components of the Common Elements as set forth in this Article, and applicable Nevada law. In addition, the Board will be entitled to make prudent investment of reserve funds in insured certificates of deposit, money market funds or similar investments consistent with the investment standards normally observed by trustees, and as allowed by applicable Nevada law. The Board, and such officers or agents of the Association as the Board may designate, will have exclusive control of the accounts and investments and will be responsible to the Owners for the maintenance at all times of accurate records thereof. To preclude a multiplicity of bank accounts, the proceeds of all Assessments may be commingled in one or more accounts and need not be deposited in separate accounts so long as applicable Nevada law allows such commingling, and so long as the separate accounting records described herein are maintained. Any interest received on such deposits will be credited

proportionately to the balances of the various Assessment fund accounts maintained on the books of the Association as provided in subsection (b), below.

**(b) Separate Accounts & Commingling of Funds.** Except as provided below, the proceeds of each Assessment will be used only for the purpose for which such Assessment was made, and such funds will be received and held in trust by the Association for such purpose. Notwithstanding the foregoing, the Board, in its discretion, may make appropriate adjustments among the various line items in the Board's approved general operating budget if the Board determines that it is prudent and in the best interest of the Association and its Members to make such adjustments. If the proceeds of any Special Assessment exceed the amount required to accomplish the purpose for which such Assessment was levied, such surplus may, in the Board's discretion, be returned proportionately to the contributors thereof, reallocated among the Association's reserve accounts if any such account is, in the Board's opinion, underfunded or credited proportionately on account of the Owners' future Regular Assessment obligations.

For purposes of accounting, but without requiring any physical segregation of assets, the Association must maintain a separate accounting of all funds received by it in payment of each Assessment and of all disbursements made therefrom, provided that receipts and disbursements of Special Assessments will be accounted for together with the receipts and disbursements of Regular Assessments.

Unless the Association is exempt from federal taxes, all sums allocated to capital replacement funds will be accounted for as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in any other manner authorized by law or regulations of the Internal Revenue Service that will prevent such funds from being taxed as income of the Association.

**(c) Checks.** All checks (or other demands for payments of Association money) and/or notes of the Association must be signed by the President or by such other Directors and/or Officers or such other person or persons as the Board may from time to time designate. Notwithstanding the foregoing, any withdrawal of funds from Association reserve accounts will require the signatures of two Directors or an Officer (who is not a Director) and a Director.

#### **Section 5.8. Collection of Assessments; Enforcement of the Lien.**

**(a) Late Assessments.** If any payment of a Regular, Reserve, Special (installment or lump sum), or Special Individual Assessment assessed to any Owner is not received by the Association or its designated agent within fifteen (15) days after the same becomes due, such payment will be late and the amount thereof may, at the Board's election, bear interest at the maximum rate allowed by law beginning from the due date until the same is paid, and be subject to a late charge approved by the Board for any late Assessments, such late charge to be applied for each thirty (30) day period any assessment remains unpaid.

**(b) Effect of Nonpayment of Assessments.**

(i) Remedies Available to the Association to Collect Assessments. In the event of default in payment of any Assessment, the Association may commence any procedure for collection. In addition to any other remedies herein or by law provided, the Association may enforce each such obligation by doing both or either of the following: initiating a legal action, assessing any and all late charges, fees, interest, liens and loss of access to common elements against the Owner personally obligated to pay the late Assessment and/or foreclosing the Lien against the subject Unit (or accepting a deed in lieu of foreclosure). The Association may perform judicial or nonjudicial foreclosure.

(ii) Nonjudicial Foreclosure. Each of the Owners, by acceptance of a deed to a Unit, gives the Association the power to appoint a trustee and attorney-in-fact by special power of attorney to enforce and to foreclose the Lien by private power of sale, and/or in accordance with NRS 116.3116, et seq., or superseding statutes, and further grants to the Association the authority and power to sell the subject Unit of such defaulting Owner, or any part thereof to satisfy the Lien, for lawful money of the United States to the highest bidder. The Association may assign its right and obligation as trustee in any nonjudicial foreclosure proceedings to the same extent as a trustee designated under a deed of trust and the Association will be deemed to be the sole beneficiary of the delinquent Assessment obligation. Furthermore, in lieu of an assignment of trusteeship, the Association may employ the services of a title insurance company or other responsible company authorized to serve as a trustee in nonjudicial foreclosure proceedings to act as an agent on behalf of the Association in commencing and prosecuting any nonjudicial foreclosure hereunder. So long as the law so provides, the Association may not foreclose a Lien based on a fine for violation of the Governing Documents unless the violation threatens the health, safety, or welfare of the Residents of the Property.

In the event of a nonjudicial foreclosure, whether completed or not, the Association shall recover all foreclosure expenses, attorney's fees, costs, expenses, interest or charges, of any kind and whatsoever nature.

(iii) Judicial Foreclosure. In the event that foreclosure is by action in court, reasonable costs, including attorneys' fees, will be allowed to the Association.

(iv) Actions for Money Judgment. In the event of a default in payment of any Assessment, or any other amount owing, the Association, in its name but acting for and on behalf of all other Owners, may initiate legal action, in addition to any other remedy provided herein or by law, to recover a money judgment or judgments for unpaid Assessments, or any other amount owing and attorneys' fees without foreclosure or waiver of Assessments.

**Section 5.9. Transfer of Unit by Sale or Foreclosure.** The following will govern the Association's rights to enforce its Assessment collection remedies following the sale or foreclosure of a Unit.

(a) Except as provided in subsection (b), below, the sale or transfer of any Unit will not affect the requirement and obligation with respect to the Unit of the payment of

Assessments before the sale or transfer, and the Association can continue to foreclose the Lien in spite of the change in ownership.

(b) A holder of a prior encumbrance is responsible to pay Assessments, late charges, fines, transfer fees, interest, and costs of collection incurred before the sale or transfer of a Unit under a foreclosure or deed-in-lieu of foreclosure as limited by NRS 116.

(c) No sale or transfer of a Unit as the result of foreclosure, exercise of a power of sale, or otherwise, will relieve the new Owner of that Unit (whether it be the former beneficiary of the First Mortgage or other prior encumbrance, or a third party acquiring an interest in the Unit) from liability for any assessments thereafter becoming due or that became due prior to foreclosure and in the maximum amount allowed by law, whether it be six, nine or some other period of months allowed by law.

(d) No sale or transfer of a Unit as the result of foreclosure, exercise of a power of sale, or otherwise, will affect the Association's right to maintain an action against the foreclosed previous Owner of the Unit personally to collect the delinquent assessments, late charges, fines, interest, and associated costs of collection incurred by that prior Owner prior to the sale or transfer.

**Section 5.10. Priorities.** Assessments are prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recordation of this Declaration and liens and encumbrances which the Association creates, assumes or takes subject to; (b) a first security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent, except that Assessments, late charges, collection costs, fines, any assessments made, attorneys' fees and costs, are prior to all such first security interests to the extent of the amount of Assessments which would have become due in the absence of acceleration in the maximum amount as allowed by law or the extent provide by NRS 116; and (c) liens for real estate taxes and other governmental assessments or charges against the Unit. This section does not affect the priority of mechanics' or material men's liens, or the priority of other Assessments made by the Association.

**Section 5.11. Estoppel Certificate.** A certificate executed by the Association setting forth the amount of any due and unpaid assessments with respect to a Unit (or the fact that all Assessments due are paid, if such is the case) will be conclusive against the Association, and/or the Owners in favor of any and all persons who rely thereon in good faith. Any Owner will be entitled to such a certificate within ten (10) business days after written demand therefore and upon payment of a reasonable fee.

**Section 5.12. Unallocated Taxes.** In the event that any taxes are assessed against the Common Elements, or the personal property of the Association rather than being assessed to the Units, such taxes shall be included in the Regular Assessments imposed pursuant to Section 5.2 and, if necessary, a Special Assessment may be levied against the Units in an amount equal to such taxes to be paid in two installments, thirty (30) days prior to the due date of each tax installment.

**Section 5.13. Assignment of Rents.** Each Owner does hereby presently assign to the Association, absolutely and regardless of possession of the property, all rents and other monies now due or hereafter to become due under any lease or agreement or otherwise for the use or occupation of any or all parts of any Unit owned by the Owner, now existing or hereafter made for the purpose of collecting all Assessments and other charges due the Association pursuant to this Declaration which are in default.

**Section 5.14. Waiver of Exemptions.** Each Owner, to the extent permitted by law, waives, to the extent of the Lien, the benefit of any homestead or exemption law of Nevada in effect at the time any Assessment or installment thereof becomes delinquent.

## **ARTICLE 6: MAINTENANCE RESPONSIBILITIES.**

The Property must be maintained in an attractive, safe, and sanitary condition and in a good state of repair.

### **Section 6.1. Association Maintenance Responsibility.**

**(a) Common Elements.** Except as is provided herein, the Association is solely responsible for maintenance, repair, and replacement within the Common Elements, Common Facilities, foundations, roofs, siding, improvements, sidewalks, landscaping, parking spaces, parking areas, parking garages, storage containers, shelves, bins, streets, the lounge, spa, BBQ areas, walkways, fences, chimney chase, flue or chimney components, auto detailing space, electric car chargers, and utility facilities (excluding those utility facilities maintained by utility companies or agencies).

The Association is not responsible to maintain, repair, or replace the window frames, or components, including sliding doors, glass portions of windows or exterior doors appurtenant to Units. The Owner shall be responsible for any additional expense associated with any glass that constitutes an Improvement. The Association is not responsible to maintain Limited Common Elements. Unit Owners shall maintain and repair Limited Common Elements associated with their Unit including snow removal.

Only the Association may construct, reconstruct, refinish, alter or maintain any Improvement upon, or which will create any excavation or fill or change the natural or existing drainage of any portion of the Common Elements. No person may remove any vegetation from, or plant any vegetation upon the Common Elements, without the Association's express written approval.

**(b) Streets.** All streets located on the Property are private and maintenance thereof is the sole responsibility of the Association. Washoe County will not assume responsibility for maintenance of the Association's private street systems, or any portion thereof, or accept the streets, or any portion thereof, for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of the offer of dedication. Acceptance

of offers of dedication is within the sole discretion of Washoe County pursuant to law and nothing herein should be construed to warrant or assure the acceptance of any future dedications.

(c) **Improvements and Units.** The Association may, when necessary, enter any Unit to perform the Association's obligations under this Declaration, including making necessary repairs that an Owner has failed to perform and/or perform work because a Unit or any part thereof has become a nuisance, fire or safety hazard and then recover the cost of such action through imposition of a Special Individual Assessment against the offending Owner. The Association shall have the obligation to maintain and repair the Property's Improvements, except for the Units.

### **Section 6.2. Owner Maintenance Responsibilities.**

(a) **Common Elements.** Owners are solely responsible and liable for the Costs incurred in order to repair or replace any portion of the Common Elements that is due to or caused by the willful or negligent act/omission of an Owner, unless such repair or replacement is covered by insurance carried by the Association. If the repair or replacement is covered by insurance carried by the Association, then the Association is only responsible to the extent of such insurance coverage, and the Owner whose willful or negligent act or omission caused the repair or replacement is responsible to pay the insurance deductible and the amount in excess of insurance coverage.

Owners are responsible to maintain, repair, and replace the components which are within the interior of their Units or crawl space and specifically including, but not limited to, furnaces, duct work, air conditioning fan units, HVAC control systems, water heaters, hot tubs, bath tubs, toilets, sinks, interior doors, windows, or other Improvements to their Units.

Owners are responsible for maintenance or repair of any Improvements made to their Unit.

Each Owner will be responsible to maintain in good repair the chimney components within the interior of the Unit, such as the fireplace, fireplace screen, etc. The Unit Owner is also obligated to periodically (in such time periods as determined by the Board) maintain and clean the chimney/flue servicing the Owner's Unit. The Owner shall advise the Association maintenance of the Unit's chimney/flue has been completed or that in the professional opinion of a chimney cleaning company that such maintenance is unnecessary (e.g., that the owner has converted a wood burning fireplace to gas). If the Owner does not certify such maintenance has been completed or is unnecessary, the Association may effect such cleaning or maintenance, the expense of which shall be assessed to the Unit Owner. The Board shall establish policies and procedures to implement the maintenance responsibilities set forth herein.

Owners are responsible to maintain, repair, and replace any air conditioning component, hot tub, or other improvement, including pads and mounts, which are installed on the exterior of the buildings.

Owners are responsible to keep in a clean and neat condition the parking spaces, front entry ways, decks, porches and areas under the decks, which are appurtenant to their Unit.

(b) **Units.** Each Owner will be responsible for any and all maintenance, repair and replacement of the Owner's Unit in every respect, excluding those utility facilities maintained by utility companies or agencies. During periods when a danger of freezing exists, Owners must maintain a temperature in the Units to preclude freezing and breakage of water lines.

(c) **Personal Property.** The duty to maintain, repair, or replace personal property and components and fixtures within Units that is due to and/or results from water infiltration and/or water leaks from any pipes, drains, conduits, appliances and/or equipment; and/or from outside any Unit or any part of a building; and/or any other place or cause, will be borne by the owner of said personal property, components, and fixtures. Persons bound by this Declaration agree to bear the risk of any such loss and that the Association will not be liable to reimburse them for property damage unless such damage is caused by an act of the Association.

(d) **Improvements or other additions.** The duty to maintain, repair, or replace and keep in good working order any upgrades or Improvements made by an Owner will be borne by the Owner. If such elements are damaged through no fault of the Owner and the Association is responsible to maintain and repair such element, the Association shall replace the damaged element. The Owner shall be responsible for any additional expense associated with an upgrade or Improvement at the time of repair.

### **Section 6.3 Recovery of Costs of Certain Repairs and Maintenance.**

(a) In the event that the need for maintenance or repair, which would otherwise be the Association's responsibility hereunder, is caused through the willful or negligent acts or omissions of an Owner and is not covered or paid for by Association insurance policies or any liability insurance maintained by the responsible Owner, the cost of such maintenance or repairs will be subject to recovery by the Association through the imposition of a Special Individual Assessment against the offending Owner.

(b) In the event that an Owner fails to perform maintenance functions for which Owner is responsible, the Association may give written notice to the offending Owner with a request to correct the failure within thirty (30) days after receipt thereof. If the Owner refuses or fails to perform any necessary repair or maintenance within the allotted time, the Association may exercise its rights to enter the Owner's Unit and perform the repair or maintenance so long as the Owner has been given notice and the opportunity for a hearing in accordance herewith.

**Section 6.4. Cooperative Maintenance Obligations.** To the extent necessary or desirable to accomplish the maintenance obligations hereunder, individual Owners and the Association will cooperate in the performance of maintenance work.

### Section 6.5. Capital Improvements.

(a) **Petition; Association Approval; Owner Approval.** One-third (1/3) of the Owners may from time to time, in writing, petition the Association for the construction, installation or acquisition of Capital Improvements on or to the Common Elements. Such petition will be in such form and will contain such information as the Association may require, including, without limitation, preliminary plans and cost estimates. The Association, through the Board, may from time to time and on its own motion move for the construction, installation or acquisition of a Capital Improvement, in which case such motion will be treated as if it were a petition duly submitted by the Owners.

(b) **Approval of Petition.** The Association may approve the petition if it determines that the proposed Capital Improvement is desirable for the beneficial use and enjoyment of the Common Elements and/or the Units, is economically feasible, is in conformance with applicable zoning, and has received all governmental required approvals.

(c) **Bids.** Upon the approval of such petition by the Association, the Association will obtain firm bids on the total cost of constructing, installing, or acquiring the proposed Capital Improvement, and the most reasonable and best value bid or bids will be deemed the estimated total cost of such Capital Improvement.

(d) **Approval by Owners.** If during the fiscal year aggregate expenditures for Capital Improvements are expected to exceed 6% of the annual Regular Assessments for that fiscal year, the Association prior to incurring the expense will present the proposed Capital Improvements and the estimated total cost thereof to all Owners for approval by a majority vote of the Owners. Upon approval by the Owners, a Special Assessment for Capital Improvement will be levied.

(e) **Construction.** After the levy of the Special Assessment for Capital Improvement, and at such time and upon such terms and conditions as the Association may deem appropriate, but not at a cost exceeding the estimated total cost of such Capital Improvement as determined above, the Association will construct, install, or acquire, or contract for the construction, installation or acquisition of the proposed Capital Improvement.

(f) **Expenses for Property Not Approved.** If for any reason the construction or acquisition of the proposed Capital Improvement is not approved by the Association, or the Owners, if required, all expenses incurred by the Association with respect to the proposed Capital improvement will be paid proportionately by the petitioning Owners. The Association may levy a Special individual Assessment pursuant to Section 5.4 against said Owners for the purpose of paying such expenses. If the proposed project was initiated by the Board, such expenses will be paid by the Association.

## ARTICLE 7: EASEMENTS & RESERVATIONS.

**Section 7.1. Encroachment Easements.** If any portion of the Common Elements encroaches on any Unit, regardless of the cause, a valid easement exists for such encroachment



and for the maintenance of it as long as it remains, and all Units and the Common Elements are made subject to such easements. If the dimensions or location of a Unit or other improvement differs from that shown and depicted on the Map, the actual dimensions and location will prevail over that shown and depicted on the Map for any and all purposes.

A valid easement for encroachment will never be created in favor of an Owner if the encroachment occurred due to the willful or negligent conduct of the Owner.

**Section 7.2. Blanket Utility Easement.** There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing, operating and maintaining all utilities, including but not limited to water, sewer, storm water drains and pipes, sprinkling systems, heating and gas lines or pipes, gas, telephones, drainage, electricity, cable television systems, communication facilities and similar public or quasi-public improvements or facilities.

By virtue of this easement, it will be expressly permissible for a providing utility company and/or service provider, to erect and maintain the necessary equipment and underground facilities on the Common Elements. Notwithstanding the foregoing, no sewer, electrical lines, water lines, or other utilities may be installed or relocated except as initially designed and approved by the Association, whereby the Association's approval may not be unreasonably withheld. The easements provided for in this section will in no way affect any other recorded easement on the Property.

**Section 7.3. Maintenance Easements.** An easement is hereby granted to the Association, its officers, agents, employees, and to any management company or contractor selected by the Association to enter in or to cross over the Common Elements, and any Unit, to perform the duties of maintenance and repair of the Units, Common Elements and/or Common Facilities provided that any entry by any Member, the Association or its agents into any Unit may only be undertaken in strict compliance herewith.

**Section 7.4. Other Easements.** Each Unit and its Owner, and the Association as to the Common Elements, are hereby declared to be subject to all the easements, dedications and rights-of-way granted or reserved in, on, over and under the Property and each Unit and Common Elements as shown on the Map, including but not limited to driveways now or hereafter located upon the Common Elements for ingress, egress and utility purposes.

**Section 7.5. Special Declarant's Rights.** Declarant hereby reserves the following development and special rights pursuant to NRS 116.039 and 116.089 to:

- (a) Add real estate to the Property;
- (b) Create Units, Common Elements, or Limited Common Elements within the Property;
- (c) Subdivide Units or convert Units into Common Area, except as otherwise prohibited herein;

- (d) Withdraw real estate from the Property;
- (e) Complete improvements indicated on the Map and/or in this Declaration;
- (f) Exercise any development right under the Master Plan governing the Property;
- (g) Maintain sales offices, management offices, signs advertising the Property, and models;
- (h) Grant and use easements through the Common Area and/or Common Area Open Space for the purpose of making improvements within the Property or within the real estate which may be added to the Property or in favor of real estate adjacent to the Property owned or controlled by the principals of Declarant;
- (i) Make the Property and the Association subject to a master association;
- (j) Merge or consolidate the Property and the Association with another common-interest community of the same form of ownership; and
- (k) Appoint or remove any officer of the Association or any master association or any member of an executive board during any period of Declarant's control.

**Section 7.6. Common Area Open Space Merger and Resubdivision Parcel Map.** In accordance with the power granted to Declarant in Section 7.5(d), above, Declarant may withdraw Common Area Open Space from the Property by recording a Common Area Open Space Merger and Resubdivision Parcel Map, which is subject to approval by Washoe County, or by other such methods as prescribed by Washoe County in order to effect the withdrawal of Common Area Open Space, which shall result in the Property consisting of a single parcel at least 1.25 acres in size, generally as shown on Exhibit "C", and the legal description for which shall be provided in the recorded Common Area Open Space Merger and Resubdivision Parcel Map, or by any other method required by Washoe County. The common area shall not be further subdivided or developed with a primary use without TRPA's prior review and approval, and the common area does not contain a development right as that phrase is defined by TRPA.

## **ARTICLE 8: DESIGN REVIEW.**

**Section 8.1. Improvements Generally & Approval by Board.** No Improvement of any kind may be commenced, erected or maintained within the Property, nor may any addition to or change or alteration be made in or to the exterior of any Unit or which would affect the structural integrity of any Unit, or which would affect the common utility services or installations until plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same will have been submitted to and approved in writing by the Board as to quality of workmanship and materials,

harmony of external design and location in relation to surrounding structures, setback lines, topography, finish grade elevations, etc.

**Section 8.2. Appointment of Design Committee.** If created by the Board, the Design Committee will consist of not less than three (3) Members of the Association, of which at least one member must be a Director and serve as chairman. All members of the Design Committee must be Owners.

The Design Committee, if created, will submit a copy of its findings and determinations to the Board. Upon its own initiative or upon the written request of the Design Committee or any Association Member, the Board shall review (and affirm, deny or alter) any decision of the Design Committee, provided that any such request be presented to the Board within ninety (90) days after submission of the Design Committee's findings and determinations to the Board.

If at any time there is not an Design Committee, the Board will exercise the functions of Design Committee in accordance with the terms of this Article.

**Section 8.3. Design Review Duties of Board.** It will be the duty of the Board to consider and act upon the proposals and plans submitted to it pursuant to this Declaration subsequent to review and recommendation of the Design Committee, and to adopt Design Standards.

**Section 8.4. Design Standards.** The Board may from time to time adopt, amend and repeal rules and regulations to be known as Design Standards. The Design Standards may interpret and implement the provisions of this Declaration by setting forth the standards and procedures for the review and approval of proposed Improvements and guidelines for Design design, placement of any work of improvement or color schemes, exterior finishes and materials and similar features which are recommended for use within the Property, provided that the Design Standards will not be in derogation of the minimum standards required by this Declaration. In the event of any conflict between the Design Standards and this Declaration, the Declaration will prevail. These Design Standards may include such interpretations and implementations as the Board may adopt or develop through its actions, approvals or conditions over time so long as the membership is routinely informed within thirty (30) days of adoption of new Standards, publication of the revised rules, through the Associations' website, or as part of the minutes relating to any approval where the revised Standards are set forth.

The Board may adapt and amend these Standards as necessary or appropriate in the opinion of the Board and publish them to the membership as set forth above.

**Section 8.5. Submission of Plans: Action by Design Committee and/or Board.** Written proposals including applications, plans, specifications, warranties and other required promises or commitments, and such information and documentation, as the Board or Design Standards may require, for all proposed Improvements must be in writing and be delivered to the Association at least thirty (30) days prior to the next meeting of the Board, unless this requirement is specially waived by the Chairman of the Design Committee (or in this Chairman's absence, by the Chairman of the Board) and a later date is set before the Board meeting sufficient

to allow review and processing of the application. These proposals will be submitted to the Design Committee for its review, analysis, recommendation and conditions or requirements prior to submission to the Board. Approval by the Board can contain conditions or requests for modification of particular aspects of the Owner's plan and specifications.

All approvals and rejections of requests must be in writing.

**Section 8.6. Basis for Approval of Improvements.** When a proposed Improvement is submitted to the Board for review subsequent to the submission to the Design Committee, the Board will grant the requested approval only if the Board, in its sole discretion, finds that all of the following provisions have been satisfied:

- (a) The Owner has complied with those provisions of the Design Standards, if any, pertaining to the content, and procedures for submittal, of plans and specifications;
- (b) The Owner's plans and specifications: (j) conform to this Declaration and to the Design Standards if any, in effect at the time such plans are submitted to the Board; and (ii) will not interfere with the reasonable enjoyment of any other Owner of their property; and
- (c) The proposed Improvement(s), if approved, will be performed by licensed contractors and otherwise be consistent with the Design and aesthetic standards prevailing within the Property, in harmony with the external structures and/or landscaping within the Property and are consistent with the overall plan and scheme of Property and the purposes of this Declaration.

The Board may determine that a proposed Improvement or component thereof is unacceptable when proposed on a particular Unit, even if the same or a similar improvement or component has previously been approved for use at another location within the Property if factors such as drainage, topography or visibility from roads, Common Elements or other Units or prior adverse experience with the product or components used in construction of the Improvement, design of the Improvement or its use at other locations within the Property mitigate against erection of the improvement or use of a particular component thereof on the Unit involved in the Owner's submittal.

It is expressly agreed that the Board will be entitled to make subjective judgments and to consider the aesthetics of a proposal when considering an Owner's request so long as the Board acts reasonably and in good faith.

In approving a request for construction of an Improvement, the Board may condition approval upon the adoption of modifications in the plans and specifications or observance of restrictions as to location, noise abatement, color or materials modifications or similar mitigating conditions.

If rejected or denied, the Owner may modify the proposed Improvement and resubmit it to the Design Committee and Board for additional review and possible approval.

**Section 8.7. Non-Waiver.** The approval by the Board of any plans, drawings or

specifications for any work done or proposed or for any other matter requiring the approval of the Board under this Declaration, may not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval or impose different conditions upon other approvals. No rights are given other than those expressly set forth herein.

**Section 8.8. Meetings.** The Board will meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of the Board will constitute the action of the Board. The Board will keep and maintain a written record of all actions taken.

**Section 8.9. Variances.** As authorized in Section 3.9, above, the Board may, but is not required to, allow reasonable variances with respect to this Article or any restrictions specified herein in order to overcome practical difficulties, avoid unnecessary expense or prevent unnecessary hardships, provided that the following conditions are met:

(a) If the requested variance will necessitate deviation from, or modification of, a property use restriction that would otherwise apply under this Declaration, the Board must conduct a hearing on the proposed variance after giving at least forty-five (45) days prior written notice to all Owners of Units as determined by the Design Committee. The Owners receiving notice of the proposed variance will have thirty (30) days in which to submit to the Board written comments or objections with respect to the variance. No decision will be made with respect to the proposed variance until the thirty (30) day comment period has expired.

(b) The Board must make a good faith determination that: (i) the requested variance does not constitute a substantial deviation from the overall plan and scheme of Property within the Property or from any restriction contained herein or that the proposal allows the objectives of the violated requirement(s) to be substantially achieved despite noncompliance; (ii) the variance relates to a requirement hereunder that is unnecessary or burdensome under the circumstances; or (iii) the variance, if granted, will not detrimentally effect, or create an unreasonable nuisance, with respect to any other Unit, Common Elements or Owner within the Property.

(c) If the conditions justifying the variance cease to exist, the Owner will remove or modify the Improvement as the Board may direct to comply with the Design Standards at the time of the application, or if approved, any subsequent Design Standards.

**Section 8.10. Compliance with Governmental Requirements.** The application to the Association and the review and approval of any proposal, plans or other submittals will in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements. The Owner bears sole responsibility for obtaining all necessary governmental permits/authorizations and/or complying with all governmental requirements including specifically applicable building codes. Each Unit's exterior lighting shall comply with the exterior lighting standards as applicable in TRPA Code of Ordinances Subsection 36.8 and any proposal from an Owner to alter the exterior lighting of his/her Unit shall be subject thereto.

**Section 8.11. Commencement.** Upon receipt of approval pursuant to this Article, the Owner must, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction pursuant to the approval. Commencement must occur within one hundred twenty (120) days from the date of the approval or, if the activities required for such construction are restricted by governmental requirements, at the beginning of the next period allowing such construction.

If the Owner fails to comply with this section, any approval previously given will be deemed revoked unless the Board, upon written request of the Owner made prior to the expiration of the one hundred twenty (120) day period, extends the time for the commencement.

No extension will be granted except upon a finding by the Board that there has been no change in the circumstances upon which the original approval was granted.

**Section 8.12. Completion.** The Owner will complete the construction, reconstruction, refinishing or alteration of any such Improvement within eighteen (18) months after commencing construction thereof, except and for as long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If an Owner fails to comply with this Section the Board will proceed in accordance with the provisions below, as though the failure to complete the Improvements was a non-compliance with approved plans. In any event, the Owner will finish the construction as soon as reasonably possible after its commencement.

**Section 8.13. Inspection.** Inspection of work and correction of defects therein will proceed as follows:

(a) Upon the completion of any construction of an Improvement, the Owner must deliver written notice thereof to the Association not later than thirty (30) days.

(b) Within ninety (90) days thereafter, the Board, or its duly authorized representative, may inspect such improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans. If the Association finds that such construction was not done in substantial compliance with the approved plans, it will notify the Owner in writing of such non-compliance within such ninety (90) day period, specifying the particulars of noncompliance and will require the Owner to remedy such noncompliance. There is no liability on the Association if such inspection failed to reveal any defect later discovered. This inspection is not for the Owner's benefit and no Owner or other party may rely in whole or in part on the inspection.

(c) If the Owner fails to remedy such noncompliance upon the expiration of thirty (30) days from the date of such notification or such other reasonable time as the Association may set, upon application of the Owners, the Board will then set a date on which a hearing before the Board will be held regarding the alleged noncompliance.

The hearing date will be not more than sixty (60) nor less than fifteen (15) days after the Board determines the existence of the noncompliance. Notice of the hearing date will be given to the Owner and, in the discretion of the Board, to any other interested party at least ten (10) days in advance of the hearing.

(d) At the hearing, the Owner and, in The Board's discretion, any other interested person, may present information relevant to the question of the alleged noncompliance. After considering all such information, the Board will determine whether there is a noncompliance, and, if so, the nature thereof.

If noncompliance exists, the Board may require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's ruling. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance. All expenses incurred in connection therewith will be assessed against the Owner as a Special Individual Assessment.

(e) If the Board fails to notify an Owner of any noncompliance within ninety (90) days after receipt of the notice of completion, the Improvement will be deemed to be in accordance with approved plans.

**Section 8.14. Enforcement.** If it comes to the attention of the Association that a work of Improvement is proceeding without proper approval and/or in noncompliance with approved plans (and without the Owner notifying the Board of completion), the Association will be entitled to exercise enforcement remedies including, without limitation, ordering an immediate cessation and abatement of all aspects of the work of Improvement until such time as proper Board review and approval is obtained.

**Section 8.15. Liability.** Neither the Board nor any Member thereof will be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed on account of: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) any inspection of the performance of any work; and/or (d) the Property of any property within the Property; whether or not the facts therein are correct; provided, however, that the Board or such member has acted in good faith on the basis of such information as may be possessed by it or them. Without in any way limiting the generality of the foregoing, the Board, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Board.

## ARTICLE 9: INSURANCE.

**Section 9.1. Types of Insurance Coverage.** Subject to such insurance coverage being “reasonably available,” the Association shall purchase, obtain, and maintain, with the premiums therefore being paid out of Association funds, the following types of insurance for the benefit of the Association with the coverage’s described below. Insurance is deemed to not be reasonably available if: (1) such insurance is not available from a reputable insurance company; or (2) if such insurance is available only at an unreasonable cost. If the Association determines that any coverage will not be maintained because it is not reasonably available, there is no requirement to secure such coverage and there shall be no liability imposed on the Association or its Board of Directors for failure to obtain any required coverage or for any loss or damage resulting from such failure.

**(a) Fire and Casualty Insurance.** Subject to the above, the Association shall obtain and maintain a master or blanket policy of fire and casualty insurance, written on an all peril, replacement cost basis on all real property and improvements within the Property which, under Article 6 of this Declaration, are the responsibility of the Association to maintain, repair and/or replace.

The insurance must be kept in full force and effect and the full replacement value, if applicable, of the insured property must be redetermined on an annual basis. The Association shall not be responsible for obtaining any insurance to cover Improvements or betterments installed by the Owners in their Units. Depending on the nature of the insured property and the requirements, if any, imposed by institutional Mortgagees having an interest in such property, the policies maintained by the Association pursuant to this section must contain: (1) an agreed amount endorsement or its equivalent; (2) an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or the equivalent; (3) an extended coverage endorsement; (4) vandalism, malicious mischief coverage; (5) loss or damage by fire coverage; (6) other standard extended coverage risks and all other perils customarily covered in projects similar in construction, location and use, including all perils normally covered by the standard “all risk” endorsement; (7) demolition and foundation cost coverage; and (8) a special form endorsement and a clause to permit cash settlements for full insurable value in case of partial destruction, if available.

The policies will name as insured the Association, all Owners and all Mortgagees as their respective interests may appear.

**(b) Public Liability & Property Damage Insurance.** The Association shall obtain and maintain a policy of comprehensive public liability and property damage insurance naming as parties insured the Association, each Director, any manager, the Owners and Residents of Units, and such other persons as the Board may determine. The policy will insure each named party against any liability incident to the ownership and use of the Common Elements and any other Association owned or maintained real or personal property including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance will not be less than one million dollars (\$1,000,000.00) for claims for death, personal injury and property damage arising out of a single occurrence. The insurance must include coverage against water damage liability, liability for non-owned and hired vehicles, liability for property of others, and any other liability



customarily covered with respect to similar properties unless not reasonably or commercially available or not offered at a reasonable cost in relation to the desired coverage, limits or exceptions. The Board may decide whether additional coverages or higher limits may be required, whether the insurance is reasonable as to cost or availability, appropriate limitations or ranges of deductibles.

**(c) Directors & Officers Insurance.** The Association shall obtain and maintain a policy of directors' and officers' errors & omissions insurance naming the Association's directors and officers as insured parties. The limits of such insurance will not be less than one million dollars (\$1,000,000.00). Directors' and officers' errors & omissions insurance must insure against claims arising out of or based upon negligent acts, errors, omissions, or alleged breaches of duty of any Director or officer, whether elected or appointed, while acting in its capacity as such.

**(d) Employee Practices Coverage.** If the Association has employees, the Association shall obtain and maintain a policy of employee practices insurance.

**(e) Personal Property Insurance.** The Association shall obtain and maintain such insurance on personal property owned by the Association as the Board deems appropriate.

**(f) Earthquake Insurance.** To the extent such insurance is available and at a reasonable premium as determined by the Board, the Association shall obtain and maintain a policy of earthquake insurance in such amounts and terms, including but not limited to deductibles, as the Association determines in its sole discretion.

**(g) Fidelity Bonds.** The Association shall obtain and maintain fidelity or theft bonds for such employees, agents, independent contractors, directors, or other persons who either handle, control or are responsible for, funds held or administered by the Association, whether or not such persons receive compensation for their services. The bond must name the Association as an obligee, and shall be in an amount at least equal to the sum of the following: (i) the maximum amount of funds that will at any one time, be in the custody of the Association and the persons and entities covered by the bond, (ii) an amount equal to three (3) months' Regular Assessments on all Units, and (iii) the amount of the Association's reserve fund. Such bond shall include a provision requiring at least ten (10) days' written notice before the bond can be cancelled or modified for any reason, which notice shall be given to the Association and each servicer which services a Mortgage owned by the Federal National Mortgage Association. In addition, a manager of the Association who is not an employee must obtain a fidelity or theft bond in an amount at least equal to the maximum amount of Association funds which will be in the manager's control at any one time.

**(h) Flood Insurance.** To the extent such insurance is available and at a reasonable premium as determined by the Board, the Association shall obtain and maintain a policy of flood insurance in such amounts and terms as the Association determines in its sole discretion.

**Section 9.2. Owners Right to Copies of Policies & Notice of Significant Changes in Coverage.** Copies of all insurance policies (or certificates thereof showing the premiums thereon have been paid) will be retained by the Association and will be available for inspection by Members at any reasonable time. The Association will notify Members if any insurance policies are not immediately renewed or replaced upon cancellation or lapse and/or if there is a significant change in the policy.

**Section 9.3. First Mortgagees' Minimum Coverage Requirements & Right to Obtain Copies of Policies.** A First Mortgagee for a Unit may supply the Association with its minimum insurance requirements. If the Association's insurance policies do not currently meet the minimum requirements of those First Mortgagees who have provided minimum requirements to the Association, the First Mortgagees can request that the Association increase its coverage to match those minimum insurance requirements. The requesting First Mortgagees must pay any increase in the Association's insurance premiums due to the request. All First Mortgagees for any Unit in the Property have the right, upon written request, to obtain copies of current insurance policies and/or satisfactory evidence of the Association's payment of premiums, for which a reasonable fee may be charged.

**Section 9.4. Coverage Not Available.** If any insurance policy, or any endorsement thereof required by this Section is for any reason not available, then the Association will obtain such other or substitute policy or endorsement as may be available which provides, as nearly as possible, the coverage described above. The Board will notify the Owners of any material adverse changes in the Association's insurance coverage.

**Section 9.5. Individual Fire & Casualty insurance.** The Association shall not be held responsible for insuring those portions of the Property which are not included within the portions of the Property that the Association is responsible to maintain, repair and/or replace pursuant to this Declaration. Notwithstanding anything contained in the Governing Documents to the contrary, Owners shall be responsible for obtaining the following insurance: their own personal liability insurance; insurance on the personal property contents of their Unit; insurance for those portions of the Property which are the responsibility of the Owners to maintain, repair, and/or replace; insurance on the following types of property contained within a Unit, regardless of ownership: fixtures, improvements, and alterations that are part of the building or structure, and appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping, upgraded windows and upgraded doors.

Except as provided in this section, no Owner may separately insure any portion of the Property which is covered by insurance maintained by the Association. In all cases, the Owner's insurer shall have the primary responsibility for any loss or claim before the Association's insurance coverage takes effect. An Owner who violates this section shall be liable to the Association for any diminution in insurance proceeds otherwise payable to the Association, and the Association shall levy a Special Individual Assessment against such Owner in the amount of such diminution.

**Section 9.6. Adjustment of Losses.** The Board is appointed attorney-in-fact by each Owner to negotiate and agree on the value and extent of any loss under any policy carried by the

Association pursuant hereto. The Board is granted full right and authority to compromise and settle any claims or enforce any claim by legal action or otherwise and to execute releases in favor of any insured.

**Section 9.7. Distribution to Mortgagees.** Any Mortgagee has the option to apply insurance proceeds payable on account of a Unit in reduction of the obligation secured by the Mortgage of such Mortgagee.

**Section 9.8. Owner's Insurance.** Except as set forth in this Article, an Owner may carry whatever additional insurance with respect to their Unit that they desire.

**Section 9.9. Deductibles/Costs in Excess of Insurance Proceeds.**

(a) An Owner responsible for causing an insurable loss as defined herein will be obligated to contribute the Owner's proportional share of the insurance deductible, and/or costs in excess of insurance proceeds if any, corresponding to the insurance covering the loss. The proportional share (as determined by the Board) of each Owner responsible for causing the insurable loss under this subsection will be based upon the ratio that the responsibility of each Owner responsible for causing the insurable loss bears to the total responsibility of the total of Owners responsible for causing the insurable loss.

(b) With respect to losses other than as set forth in Subsection (a), all Owners shall be obligated to contribute their proportionate share of the insurance deductible or costs in excess of insurance proceeds whether or not that Owner's Unit suffered damage.

(c) If, within thirty (30) days of notice by the Association to an Owner regarding that Owner's proportionate share any Owner fails or refuses to pay his proportionate share, the Association may, levy a Special Individual Assessment against the Unit of such Owner which may be enforced in any manner provided in this Declaration.

(d) Within fifteen (15) days of the date that the notice to the Owner of his share of the liability is mailed, any Owner may contest the amount of the Owner's proportionate liability under subsection (a) or (b) hereof by submitting to the Association written objections supported by cost estimates or other information that the Owner deems to be material. Upon receipt of said written objections, the Board will set a hearing date on the matter to be held within thirty (30) days. Following such hearing, the Board will give written notice of its decision to all affected Owners, including any recommendation that adjustments be made with respect to the liability of any Owner(s). The Board's decision will be final and binding.

**ARTICLE 10: DAMAGE OR DESTRUCTION.**

**Section 10.1. General Provisions.** In the event of damage by fire or other casualty, the Association will have exclusive authority to negotiate losses/insurance proceeds or settlement of any matter insured by the Association.

(a) **Allocation.** If more than a single Unit is damaged/destroyed, the insurance proceeds received will be fairly allocated between and among the damage or destruction to the Unit(s) and/or the Common Elements. Any shortfall or deficiency in insurance proceeds will be allocated to all 18 Units, and assessments charged to all Owners/Units where each Unit pays pro rata share as allocated for annual Assessments the same as any other generally assessed.

(b) **Repair, Reconstruction and Notice.** If repair and reconstruction is to take place, 1) The Board will have the authority to enter into a written contract with contractor(s) for the repair and reconstruction and, on behalf of the Association and its Members, will enter into a construction contract for any work required; 2) all, or any such portion of the insurance proceeds, as are necessary will be expended to rebuild or repair in accordance with conditions prior to the event of damage or destruction, or as the Association, the Owner(s) and Mortgagee(s) may elect to alter the same in accordance with their respective rights; 3) the Board will be required to execute, acknowledge and record in the office of the County Recorder, not later than one hundred and twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild or not to rebuild as provided in NRS 116.31135 or any superseding statute. It will be the obligation of the Board to take all steps necessary to assure the commencement and the completion of authorized repairs and reconstruction occur at the earliest possible date.

(c) **Emergency Assessment.** If the Association's insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board will obtain the additional proceeds required to complete the work in the following manner and as provided herein: Additional sums required to repair or rebuild the Common Elements will be obtained by Special Assessment levied against all Units without vote of the members and as assessed by the Board, unless the proceeds are insufficient due to an Owner's willful or negligent act or omission, in which case the additional sums required may be assessed against that Owner as a Special Individual Assessment.

Within fifteen (15) days from the date of the mailing of the notice to The Owner of their share of the liability, any Owner can dispute the amount of their proportionate liability under this Section 10.1 by submitting to the Board written objections supported by cost estimates or other information that the Owner deems to be material. Upon receipt of an Owner's written objections, the Board will schedule a hearing. The Owner may be represented by counsel at this hearing. Following such hearing, the Board will give written notice of its decision to all affected Owners, including any recommendation that adjustments be made with respect to the liability of any Owners. The decision of the Board will be final and binding on all Owners.

(d) **Advancement of Special Assessment.** If any Member fails to pay, within thirty (30) days of the levy, the Special Assessment levied against that Member's Unit, the Board may advance (without relieving the Member(s) or the Members' Unit(s) from liability therefore) an amount equal to the unpaid assessments.

(e) **Procedures if Rebuilding Not Approved by Members.** If, in accordance with the procedures set forth herein, below, the Members determine not to rebuild the damaged or destroyed portions of the Property, the Board will, within twenty (20) days, or as soon as practicable, after the Members determined not to rebuild, propose such alternative reconstruction of the damaged or destroyed portions of the Property at a lesser cost as the Board deems reasonable or adequate. The Board's proposal will be placed before the Members and voted upon in accordance with the appropriate method set forth.

If Members are unable to approve any of the reconstruction proposals and at least one hundred and twenty-five (125) days have elapsed since the casualty event occurred, the Association will have the power (with the consent of eighty percent (80%) of all Owners, including one hundred percent (100%) of every Owner of a Unit or assigned Limited Common Element that will not be rebuilt), to purchase all Unit(s) rendered uninhabitable by the casualty event (as conclusively determined by the Board) at value of such Unit(s) immediately prior to the casualty event less the amount of any Special Assessment assessed against the Unit(s) needed to fund the purchase. The Association's purchase will be funded from the insurance proceeds and if necessary, from a Special Assessment pursuant to subsection (e), above. Payments will be made proportionately to the Owners, as their respective interests may appear. Each Owner agrees, by accepting the deed to the Owner's Unit, to be bound by these provisions and to convey the Owner's Unit to the Association by grant deed as may be required herein. After such payment, the recipient(s) will no longer be deemed Owners/Members and the Map may be redrawn, as necessary, to adjust the undivided ownership interests.

All Units that were not rendered uninhabitable must be repaired to a condition as near as possible to their condition immediately prior to the casualty that caused the damage. Such repair and restoration will be paid for in the following order: any remaining insurance proceeds and, then, a Special Assessment levied equally against all remaining Owners if insurance proceeds equal or exceed 70% of the cost to rebuild, or as determined by the Board of Directors and approved by a majority vote of the affected Owners if the insurance proceeds are less than 70% of the cost to rebuild.

**Section 10.2. Minor Deficiency in Insurance Proceeds.** If the available proceeds of the insurance maintained pursuant to Article 9 are sufficient to cover not less than seventy percent (70%) of the costs of repair and reconstruction, the Improvements will be promptly rebuilt unless, within ninety (90) days from the date of destruction, eighty percent (80%) of the total voting power and every Owner of a Unit that will not be rebuilt determine, in accordance with the procedures set forth herein, below, that such repair and reconstruction will not take place. If repair and reconstruction is to take place, the Board will be required to execute, acknowledge and record in the office of the County Recorder, not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the Members to rebuild.

**Section 10.3 Major Deficiency in Insurance Proceeds.** If the above section is not applicable, then:

(a) **Insurance Proceeds.** As diligently as possible, the Association will determine the total amount of insurance proceeds which will be available for repair and rebuilding.

(b) **Contract Award.** Unless the Members vote as provided hereinabove that the repair and reconstruction will not take place, the Board must award the repair and reconstruction work to the most reasonable and best value, not necessarily the lowest bidder, or to such other bidder that the Board determines is more favorable.

**Section 10.4. Emergency Repairs.** Without waiting to obtain insurance settlements or bids, the Board may undertake such emergency repair work after a casualty as the Board may deem necessary or desirable under the circumstances, and the Board may charge the maintenance fund for the costs thereof where such repairs are done prior to settlement of insurance claims.

**Section 10.5. Termination of Partition Waiver.** The prohibition against judicial partition of the Property will terminate upon the recordation of a certificate not to rebuild as described and required hereinabove. Upon final judgment of a court of competent jurisdiction decreeing a partition, the proceeds or property resulting from the partition will be distributed to and among the respective Owners and their Mortgagees, as their interests appear, as follows: The Board will select an independent appraiser who will determine the relative fair market values of the Units. The proceeds or property will then be apportioned among the Owners, and their respective Mortgagees, according to such relative values. Such relative values will be determined as of a date immediately prior to any sale, taking or destruction of the Property. The covenants, conditions and restrictions of the Declaration will then terminate.

## **ARTICLE 11: CONDEMNATION.**

**Section 11.1. Sale by Unanimous Consent or Taking.** If an action for condemnation of all or a portion of the Property is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the Owners, the Property, or a portion thereof may be sold and conveyed to the condemning authority by the Board or its designees acting as the attorney-in-fact of all Owners under an irrevocable power of attorney, which each Owner by accepting a deed to a Condominium in the Property hereby grants and which will be coupled with the interest of all other Owners, for a price deemed fair and equitable by the Board. If the requisite number of Owners do not consent to a sale of all or a portion of the Property, and the condemning authority institutes condemnation proceedings, the court will fix and determine the condemnation award.

### **Section 11.2. Distribution and Sale Proceeds of Condemnation Award.**

(a) **Total Sale or Taking.** A total sale or taking of the Properties means a sale or taking that: (i) renders more than fifty percent (50%) of the Condominiums uninhabitable (such determination to be made by the Board in the case of a sale and by the court in the case of a taking); or (ii) renders the Properties as a whole uneconomical as determined by the vote or written consent of eighty percent (80%) of those Owners whose Condominiums remain habitable

after the taking. However, any determination that a sale or taking is total must be made before the proceeds from any sale or award are distributed. The proceeds of any such total sale or taking of the Properties, after payment of all expenses relating to the sale or taking, will be paid to all Owners and to their respective Mortgagees in the proportion that the fair market value of each Condominium bears to the fair market value of all Condominiums on the Properties. The fair market value of Condominiums will be determined in the condemnation action, if such be instituted, or by an appraiser.

(b) **Partial Sale or Taking.** In the event of a partial sale or taking of the Properties, meaning a sale or taking that is not a total taking, as determined herein above, the proceeds from the sale or taking will be paid or applied in the following order of priority and any judgments of condemnation will include the following provisions as part of its terms:

(i) To the payment of expenses of the Association in effecting the sale or to any prevailing party in any condemnation action to whom such expenses are awarded by the Court to be paid from the amount awarded; then any remaining proceeds,

(ii) To Owners and their respective Mortgagees, as their interests may appear, of Condominiums on the Properties whose Condominiums have been sold or taken, an amount up to the fair market value of such Condominiums as determined by the court in the condemnation proceeding or by an appraiser, less such Owners' share of expenses paid as provided herein above, (which share will be in proportion to the ratio that the fair market value of each Owner's Condominium bears to the fair market value of all Condominiums). After such payment, the recipient will no longer be deemed an Owner and the Board or individuals authorized by the Board, acting as attorney-in-fact of all Owners will amend the Subdivision Map and this Declaration to eliminate from the Properties the Condominiums so sold or taken; then any remaining proceeds,

(iii) To any remaining Owner(s) and to their Mortgagees, as their interests may appear, whose Condominium has been diminished in value as a result of the sale or taking disproportionate to any diminution in value of all Condominiums, as determined by the Court in the condemnation proceeding or by an appraiser, an amount up to the total diminution in value; then any remaining proceeds,

(iv) To all remaining Owners and to their respective Mortgagees, as their interests may appear, the balance of the sale proceeds or award in proportion to the ratio that the fair market value of each remaining Owner's Condominium bears to the fair market value of all remaining Owners' Condominiums as of a date immediately prior to commencement of condemnation proceedings, as determined by the Court in the condemnation proceeding or by an appraiser.

**Section 11.3. Appraiser.** The costs of appraisals will be paid from the condemnation proceeds as an expense of the Association.

## **ARTICLE 12: NONSEVERABILITY OF COMPONENT INTERESTS.**

**Section 12.1. Severance Prohibited.** An Owner will not be entitled to sever their Unit from their membership in the Association. None of the component interests in a Unit can be severally sold, conveyed, encumbered, hypothecated, or otherwise dealt with; and any violation or attempted violation of this provision will be void. The suspension of such right of severability will not extend beyond the period set forth herein respecting the suspension of partition.

**Section 12.2. Limitation on Interests Conveyed.** After the initial sales of the Condominiums, unless otherwise expressly stated, any conveyance of a Unit or any portion of it by an Owner will be presumed to convey the entire Condominium. However, nothing contained in this section may preclude the Owner from creating an estate for life or an estate for years or from creating a co-tenancy, joint tenancy or community property estate in the ownership of a Unit with any other person or persons.

### ARTICLE 13: BREACH & DEFAULT.

**Section 13.1. Remedy at Law Inadequate.** Any Owner or the Association may enforce, by any proceeding at law or in equity, the provisions of the Governing Documents against any Owner. The failure of any Owner to strictly comply with any provision of the Governing Documents will be grounds for: (1) an action to recover sums due for damages; and/or (2) an action to enjoin by appropriate legal proceedings instituted by any Owner or the Association; and/or (3) fines or other appropriate action by the Association, and their conversion to Special Individual Assessments in accordance herewith.

Except for the nonpayment of any Assessment, it is hereby expressly declared and agreed that the remedy at law to recover damages for the breach, default or violation of any of the covenants, conditions, restrictions, limitations, reservations, grants of easements, rights, rights-of-way, liens, charges or equitable servitudes contained in the Governing Documents is inadequate.

**Section 13.2. Nuisance.** Without limiting the generality of the foregoing, the result of every act or omission whereby any covenant contained in the Governing Documents is violated, in whole or in part, is hereby declared to be a nuisance. In addition to any other remedies which may be available, such nuisance may be abated or enjoined by the Association or any Owner. Every remedy against nuisance, either public or private, will be applicable against every such act or omission. The Board will not be obligated to take action to abate or enjoin a violation if, in the discretion of the Board, the Board determines that acting to abate or enjoin the violation is not likely to protect the interests of the Association and its Members or some other alternative is more favorable to the interest of the Association.

**Section 13.3. Violation of Law.** Any violation of any governmental law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any and all of its enforcement procedures.



**Section 13.4. Cumulative Remedies.** The respective rights and remedies provided by this Declaration or by law will be cumulative, and not exclusive. The exercise of any one or more of such rights or remedies will not preclude or affect the exercise, at the same or at different times, of any other such rights or remedies for the same or any different default or breach or for the same or any different failure of any Owner or others to perform or observe any provision of this Declaration or any of the Governing Documents.

**Section 13.5. Failure Not a Waiver.** The failure of any Owner or the Association to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in the Association's Governing Documents will not constitute a waiver of the right to enforce the same thereafter, nor will such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.

**Section 13.6. Rights and Remedies of the Association.**

**(a) Rights Generally.** In the event of a breach or violation of any of the restrictions or rules contained in any Governing Document by an Owner, the Board may enforce the obligations of each Owner to obey such Rules or restrictions or rules through the use of such remedies as are deemed appropriate by the Board and available in law or in equity, including but not limited to the hiring of legal counsel, the imposition of fines and monetary penalties, the pursuit of legal action, or the suspension of the Owner's right to use recreational Common Elements or suspension of the Owner's voting rights as a Member. The Association's right to undertake disciplinary action against its Members will be subject to the conditions set forth herein. The initiation of legal action will be subject to the provisions herein, below. The Association is specifically allowed to take immediate corrective action to protect the Property or at any time necessary to protect the health and safety of the Units, Unit Owners or others on the Property.

The decision of whether it is appropriate or necessary for the Association to initiate enforcement or disciplinary action in any particular instance will be within the sole discretion of the Board. If the Association declines to take action in any instance, any Owner will have such rights of enforcement as may exist by virtue of Nevada law.

Upon the Board's determination, after prior notice to the affected Member and an opportunity for a hearing pursuant hereto, that the Member has violated any provision of the Governing Documents, including but not limited to a failure to pay any Assessment when due, the Member is deemed to be a Member not in good standing. Such Member will be deemed to be a Member not in good standing until the Board determines in writing that the violation which resulted in the Board's determination that the Member was not in good standing has been remedied or, on some other basis as in the judgment of the Board is just and proper, that such Member may again be deemed to be a Member in good standing.

**(b) Schedule of Fines.** The Board may adopt, implement and amend from time to time by majority vote a schedule of reasonable fines and penalties for particular offenses, including violations of the Association Rules and Governing Documents for which a uniform fine schedule is appropriate (such as fines for late payment of Assessments or illegally parked

vehicles). Once imposed, a fine or penalty may be collected as a Special Individual Assessment and will be enforceable as a Special Individual Assessment. If the Board adopts a policy imposing fines, the Board must, as required by law, e-mail, hand-deliver or send by United States mail to each Owner, a schedule of the fines, as it may be revised from time to time.

**(c) Definition of "Violation" and "General Record of Violations".** A violation of the Governing Documents will be defined as a single act or omission occurring on a single day. If the detrimental effect of a violation continues for additional days, discipline imposed by the Board may include one component for the violation and, according to the Board's discretion, a per diem component for so long as the continuing violation and/or detrimental effect continues. Similar violations on different days will justify cumulative imposition of disciplinary measures.

The Association will take reasonable and prompt action to repair or avoid the continuing damaging effects of a violation or nuisance occurring within the Common Elements at the cost of the responsible Owner, which cost is supplemental to and may not be considered part of any fine imposed.

The Board must maintain a general record concerning each violation of the Governing Documents, other than a violation involving a failure to pay an Assessment, for which the Board has imposed a fine or any other sanction ("General Record of Violations"). The general record:

(i) Must contain a general description of the nature of the violation and the type of the sanction imposed. If the sanction imposed was a fine, the general record must specify the amount of the fine;

(ii) Must not contain the name or address of the person against whom the sanction was imposed or any other personal information which may be used to identify the person or the location of the Unit, if any, that is associated with the violation; and

(iii) Must be maintained in an organized and convenient filing system or data system that allows an Owner to search and review the general records concerning violations of the Governing Documents.

**(d) Limitations of Disciplinary Rights.**

(i) **Loss of Rights; Forfeitures.** The Association will have no power to cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of their Unit due to the failure by the Owner to comply with any provision of the Governing Documents, except where the loss or forfeiture is the result of: (A) the judgment of a court of competent jurisdiction; (B) a decision arising out of arbitration; (C) a foreclosure or sale conducted in accordance with Chapter 116 for failure of the Owner to pay Assessments levied by the Association; or (D) where the loss or forfeiture is limited to a temporary suspension of an Owner's rights as a Member or the imposition of monetary penalties for failure to pay Assessments or otherwise comply with any Governing Documents so long as the Association's actions satisfy the due process requirements hereof.

(ii) **Special Individual Assessments.** A monetary fine or penalty imposed by the Association is a Special Individual Assessment enforceable by the sale of the Unit.

(e) **Hearings.** No penalty or temporary suspension of rights will be imposed pursuant to this Article unless the Owner alleged to be in violation is given prior notice of the proposed penalty or temporary suspension, and is given an opportunity to be heard before the Board or appropriate committee established by the Board with respect to the alleged violation(s) as provided in Association Rules adopted by the Board pursuant to this Section, and not less than thirty (30) days before the violation, the person against whom the fine will be imposed had been provided with written notice of the applicable provisions of the Governing Documents that form the basis of the violation.

(f) **Notice of Hearing and Disciplinary Decision.** The notice of hearing required by this article will, at a minimum, set forth the date, time, and place for the hearing, a brief description of the action or inaction constituting the alleged violation of the Governing Documents, a reference to the specific Governing Document provision alleged to have been violated, the amount of any potential fine or penalty, and a statement that the Member has a right to attend and may address the Board or committee at the hearing. The notice must be delivered by either personal delivery or first-class mail or, as allowed by law, email to the Member at least ten (10) days prior to the hearing. If the Board or committee decides to discipline the Member, the Association must notify the Member of the disciplinary action by either personal delivery or first-class mail or, as allowed by law, email following the decision. The discipline will not be effective until five (5) days after the notification of the decision.

The Board must hold a hearing before it may impose the fine, unless the person against whom the fine will be imposed: (a) pays the fine; (b) executes a written waiver of the right to the hearing; or (c) fails to appear at the hearing after being provided with proper notice of the hearing.

If a fine is imposed and the violation is not cured within fourteen (14) days, or within any longer period that may be established by the Board, the violation shall be deemed a continuing violation. Thereafter, the Board may impose an additional fine for the violation for each seven (7)-day period or portion thereof that the violation is not cured. Any additional fine may be imposed without notice and an opportunity to be heard.

The Board may appoint a committee, with not less than three (3) members, to conduct hearings on violations and to impose fines. While acting on behalf of the Board for those limited purposes, the committee and its members are entitled to all privileges and immunities and are subject to all duties and requirements of the Board and its members.

(g) **Rules Regarding Disciplinary Proceedings.** The Board may adopt rules that set forth the procedures for conducting disciplinary proceedings. The rules, when approved and adopted by the Board, will become a part of the Association Rules and may provide for notices and procedures satisfying the alternative dispute resolution requirements of Nevada law.

**Section 13.7. Court Actions; Mediation.** Whether or not Nevada law requires alternative dispute resolution, unless there is an emergency, no person or the Association, may initiate court action until alternative dispute resolution is pursued.

(a) Court actions to enforce the Governing Documents may only be initiated on behalf of the Association upon Board approval. Before initiating any court action to enforce the Governing Documents, the Association and/or Members must first comply with the provisions of NRS 38.300 to 38.360 or superseding statute, inclusive, relating to alternative dispute resolution. The provisions of this section are intended to satisfy the alternative dispute resolution requirements. All notices issued and procedures followed in the mediation process must comply with the specific requirements imposed by NRS 38.300 to 38.360 or superseding statute, inclusive.

(b) In the event NRS 38.300 to 38.360 is repealed, the Association and/or Members must first proceed with alternative dispute resolution before commencing a court action.

**Section 13.8. Joint and Several Liability of Co-Owners.** If a Unit is owned jointly by two (2) or more persons, the liability of each Owner thereof in connection with the obligations of Owners imposed by this Declaration will be joint and several.

**Section 13.9. Costs and Attorneys' Fees.** If the Association takes any action because of any breach or default of any Owner or other party hereto under the Governing Documents (whether or not any legal proceeding, including an arbitration, is initiated) the Association will be entitled to recover from that Owner (or other party) the costs, including attorneys' fees, the Association incurred as a result of the breach or default. The Association's remedies to recover its costs and attorneys' fees will include, but are not limited to, the imposition of a Special Individual Assessment pursuant hereto.

If an action (including an arbitration) is brought by a Member (or other individual with the right to enforce the Governing Documents) because of any alleged breach or default by any party hereto under the Governing Documents, the court may award to the prevailing party in any such action attorneys' fees and other costs, including, but not limited to, court costs and experts' fees, incurred in connection therewith as the court deems just and reasonable.

## **ARTICLE 14: NO PUBLIC RIGHTS IN THE PROPERTY.**

**Section 14.1. Dedication of Property.** Nothing contained in this Declaration may be deemed to be a gift or a dedication of all or any portion of the Property to the general public or for any public use or purpose whatsoever.

## ARTICLE 15: NOTICES.

**Section 15.1. Mailing Addresses.** Any communication or notice of any kind permitted or required pursuant to any provision of the Governing Documents will be in writing and may be served, as an alternative to personal service, by mailing the same as follows.

(a) **Owners.** To the last known address of the Owner of the Unit or to such other address as the Owner may from time to time designate in writing to the Association or if designated in writing by the Owner, to the Owner's e-mail address.

(b) **The Association.** The mailing address of the Association is P.O. Box 307, Incline Village, NV 89450 (or to such other address as the Association may from time to time designate in writing to the Owners).

(c) **Directors/Officers.** To the street address as the Director and/or officer may from time to time designate in writing to the Association and if no address is designated to the mailing address of the Association. No director or officer is required to provide an address separate from that of the Association's address.

The foregoing addresses may be changed by written notice given as herein provided. Unless so changed, the last address provided for each party, whether herein or pursuant to notice hereunder, will be deemed to be the address of such party for any and all purposes.

**Section 15.2. Personal Service Upon Co-Owners & Others.** Personal service of a notice to one of the co-Owners of any Unit, to any general partner of a partnership which is the Owner of Record of a Unit to any manager or managing member of a limited liability company, or to any officer or agent for service of process of a corporation which is the Owner of Record of a Unit, will be deemed delivered to all such co-owners, to such partnership, or to such corporation, as the case may be.

**Section 15.3. Deemed Delivered.** All notices and demands served by mail will be by first-class or certified mail, with postage prepaid, and will be deemed delivered seventy-two (72) hours after deposit in the United States mail or trackable delivery service unless specified otherwise by this document. All notices and demands served by personal delivery are delivered upon service.

## ARTICLE 16: AMENDMENT OF DECLARATION.

**Section 16.1. Amendment in General.** This Declaration may be amended or revoked in any respect by the vote or assent by written ballot of Members representing at least sixty-five percent (65%) of all eligible Owners. Notwithstanding the foregoing, the percentage of the Members necessary to amend a specific clause or provision of this Declaration shall be at least the percentage of affirmative votes prescribed in said clause or provision.

**Section 16.2. Effective Date of Amendments.** Any amendment to this Declaration will be effective upon the recording in the Office of the Recorder of Washoe County a Certificate of Amendment, duly executed and certified by the president and secretary of the Association setting forth in full the amendment so approved and certifying that the approval requirements of Section 16.1, above, have been duly met.

Notwithstanding anything to the contrary herein contained, no such amendment will affect the rights of the holder of any first deed of trust or Mortgage recorded prior to the recording of such amendment if such holder of any first deed of trust or Mortgage provided written request for notice of any amendments or if such amendment adversely affects any holder of a first deed of trust or Mortgage.

**Section 16.3. Reliance on Amendments.** Any amendments made in accordance with the terms of this Declaration will be presumed valid by anyone relying on them in good faith.

**Section 16.4 Governmental Approvals.** To the extent the proposed amendment is such that a condition of the approvals by Washoe County or the Tahoe Regional Planning Agency would require the County's or the Tahoe Regional Planning Agency's approval such shall be obtained prior to recording any such amendment.

#### **ARTICLE 17: WASHOE COUNTY REQUIREMENTS**

**Section 17.1 Maintenance of public access easements, common areas, and common open spaces.** As soon as practicable after the adoption and recording of this Declaration and for a period of three (3) years therefrom, the Association shall create, monitor, and maintain a plan to maintain the Common Area Open Space. At a minimum the maintenance plan must address the Association's (a) vegetation management; (b) watershed management; (c) debris and litter removal; (d) fire access and suppression; (e) BMP maintenance; and (f) maintenance of public access and/or maintenance of limitations to public access.

**Section 17.2 Maintenance of drainage facilities and roadways.** All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the Association.

**Section 17.3 Maintenance of Common Area.** All Common Area, including Common Area Open Space, shall be privately maintained and perpetually funded by the Association.

**Section 17.4 Fire fuel break.** The development of this project adjacent to undeveloped land shall maintain a fire fuel break of a minimum of 30 feet in width until such time as the adjacent land is developed.

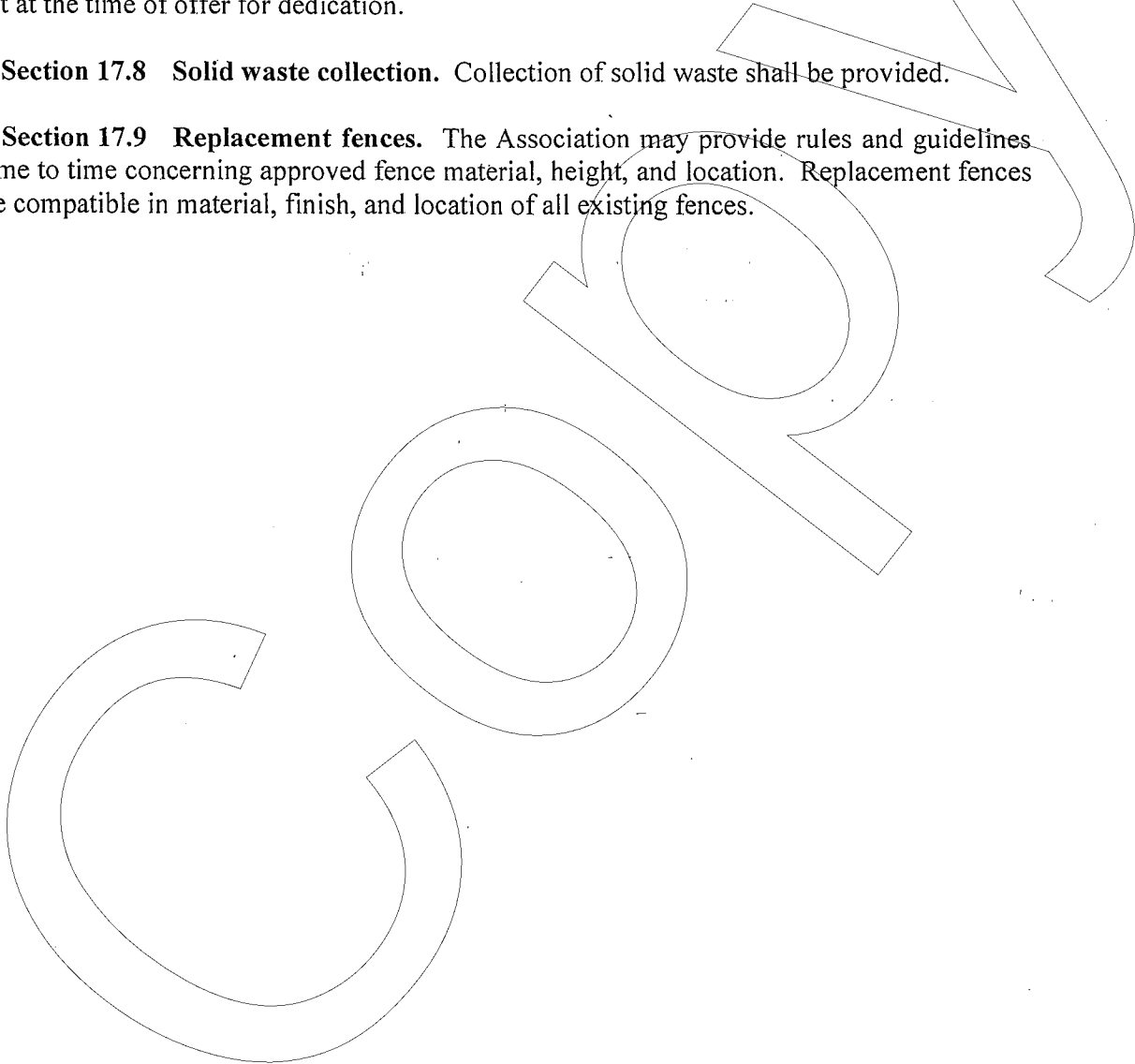
**Section 17.5 Active fault lines.** Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.

**Section 17.6 Outdoor Lighting.** All outdoor lighting on buildings and streets within the subdivision shall be down-shielded. Each Unit's exterior lighting shall comply with the exterior lighting standards as applicable in TRPA Code of Ordinances Subsection 36.8 and any proposal from an Owner to alter the exterior lighting of his/her Unit shall be subject thereto.

**Section 17.7 Maintenance of Private Streets.** Washoe County shall not assume responsibility for maintenance of the private street system of the development nor accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.

**Section 17.8 Solid waste collection.** Collection of solid waste shall be provided.

**Section 17.9 Replacement fences.** The Association may provide rules and guidelines from time to time concerning approved fence material, height, and location. Replacement fences must be compatible in material, finish, and location of all existing fences.







**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**FOR**  
**PROPERTY DESCRIPTION**

All that certain property situate in Section 19, Township 16 North, Range 18 East, M.D.M., Washoe County, Nevada, more particularly described as follows:

A portion of Parcels 1, 2 & 3 as described in Document No. 2710630, Washoe County Official Records, more particularly described as follows:

The Basis of Bearings for this description is U.S. State Plane, NAD83/94, Nevada West Zone. Bearings shown hereon have been rotated 0°54'48" counter-clockwise from those described in said Document No. 2710630, Washoe County Official Records.

Commencing at the southwest corner of Lot 4 of said Section 19; thence along the southerly line of said Section 19 South 89°11'12" East 374.17 feet to the POINT OF BEGINNING of this description; thence along a line parallel to the westerly right-of-way line of Nevada State Highway 28 North 1°30'26" East 498.06 feet; thence South 89°47'22" East 10.00 feet; thence North 7°45'25" East 98.13 feet; thence North 80°17'12" East 184.56 feet to said right-of-way line and the beginning of a non-tangent curve to the left having a radius of 2040.00 feet to which point a radial line bears North 86°06'35" West; thence southerly 84.85 feet along said curve through a central angle of 2°22'59"; thence South 1°30'26" West 543.96 feet to the southerly line of said Section 19; thence along said southerly line North 89°47'22" West 51.76 feet to the South ¼ corner of said Section 19; thence along the southerly line of said Section 19 North 89°11'12" West 148.21 feet to the Point of Beginning, containing 2.77 acres, more or less.

This description previously appeared in Document No. 3146106, Official Records of Washoe County, Nevada.

**EXHIBIT "B-1"**  
**LEGAL DESCRIPTION**  
**FOR**  
**COMMON OPEN SPACE**

Situate within the Southeast ¼ Section 19, Township 16 North, Range R 18 East, M.D.M, lying within the County of Washoe, State of Nevada, more particularly described as follows:

BEGINNING at a point on the easterly line of Parcel 1 as shown on that Record of Survey Map No. 4509 for SIERRA PARK LLC, File No. 3146107, recorded December 21, 2004, Official Records, Washoe County, Nevada, said point being further described as lying on the westerly right-of-way line of Nevada State Route 28 and also lying N 1°30'26" E, 228.73 feet from the Southeast corner of Parcel 1;

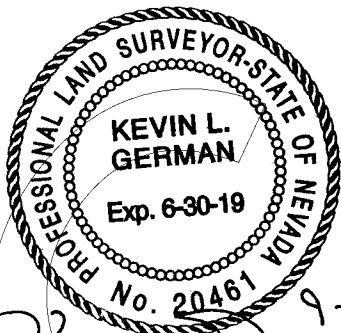
THENCE departing said easterly line, N 88°04'25" W, 34.50 feet;

THENCE N 01°55'35" E, 262.17 feet;

THENCE S 88°04'25" E, 32.58 feet to a point on the easterly line of Parcel 1;

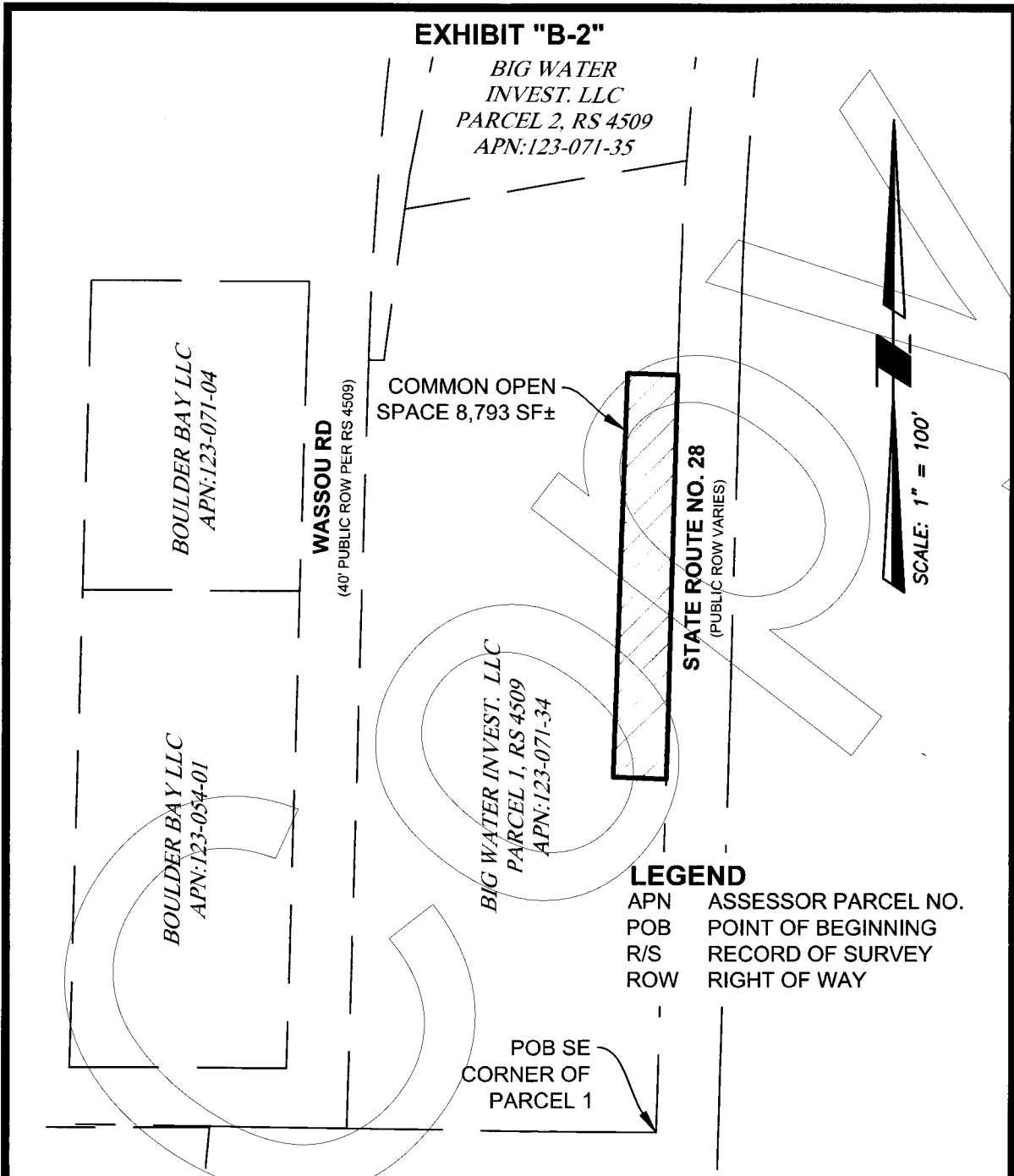
THENCE along said easterly line, S 01°30'26" W, 262.17 feet to the POINT OF BEGINNING, containing 8,793 square feet of land, more or less.

The basis of bearings for this description is identical to Record of Survey Map No. 4509.



*Kevin L. German*

Kevin L. German, P.L.S. 20461  
CFA Inc. - 1150 Corporate Blvd. - Reno, NV 89502



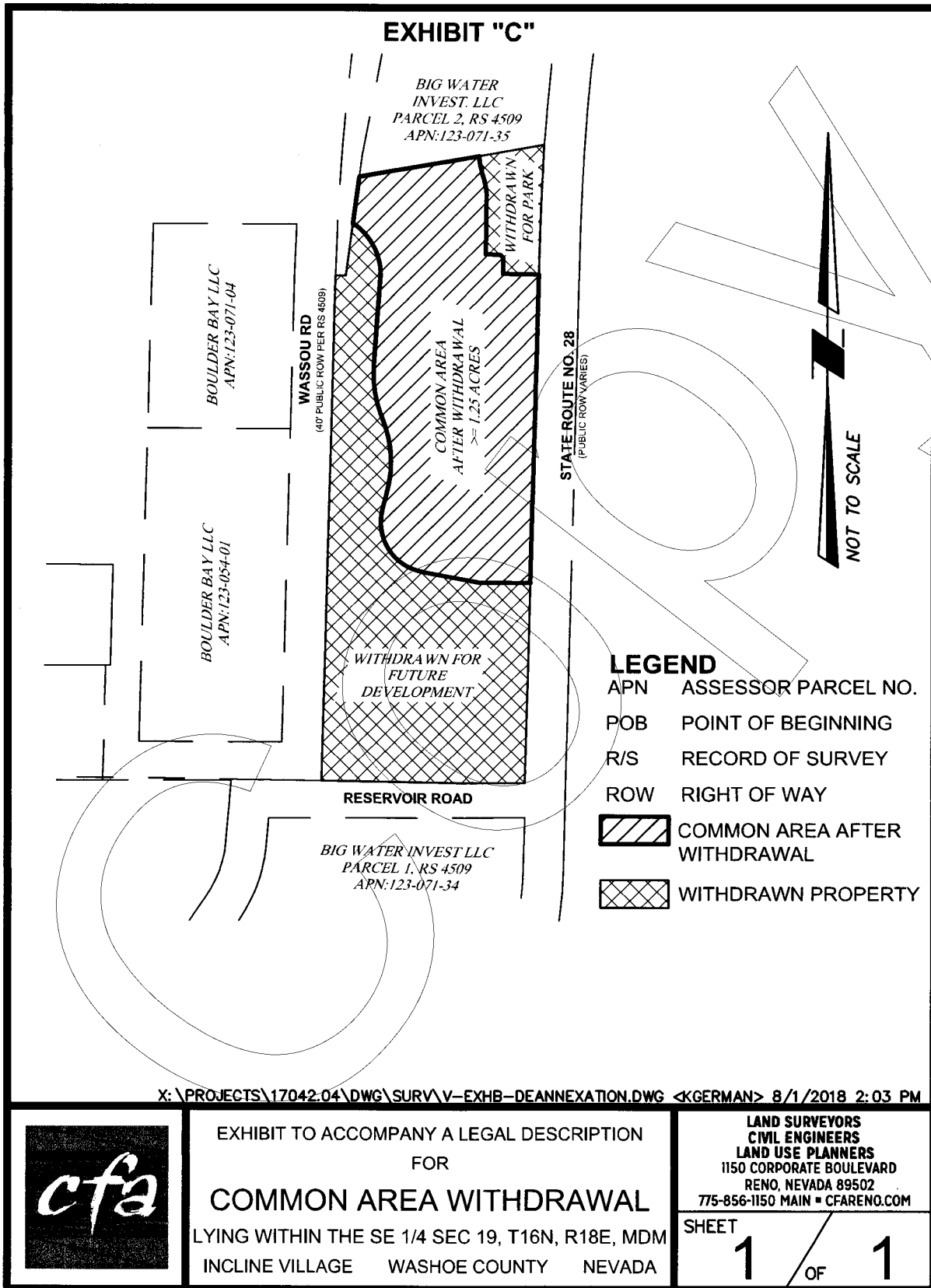
X:\PROJECTS\17042.02\DWG\SURV\V-EXHB-COMMON-OPEN-SPACE.DWG <KGERMAN> 8/1/2018 2:17 PM



EXHIBIT TO ACCOMPANY A LEGAL DESCRIPTION  
FOR  
**COMMON OPEN SPACE**  
LYING WITHIN THE SE 1/4 SEC 19, T16N, R18E, MDM  
INCLINE VILLAGE WASHOE COUNTY NEVADA

**LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS**  
1150 CORPORATE BOULEVARD  
RENO, NEVADA 89502  
775-856-1150 MAIN = CFARENO.COM

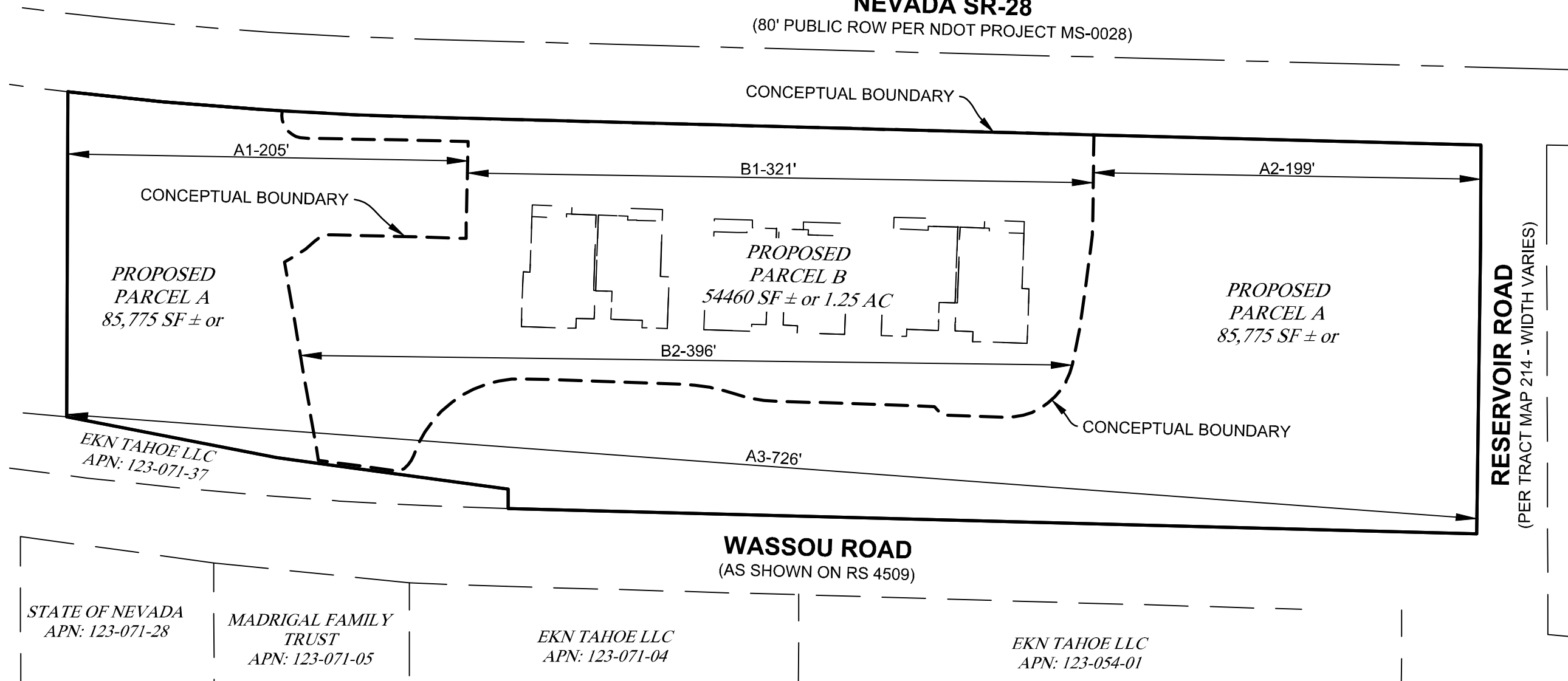
SHEET  
**1** / OF **1**



# LOT WIDTH CALCULATIONS

**NEVADA SR-28**

(80' PUBLIC ROW PER NDOT PROJECT MS-0028)



**LEGEND**

- CONCEPTUAL BOUNDARY
- ADJOINER LINE
- PARCEL LINE
- CENTERLINE ROADWAY

**PROPOSED PARCEL A**

WASHOE COUNTY DEVELOPMENT CODE  
PG 902-16 (c) AREA/AVERAGE DEPTH = AVERAGE WIDTH

FIGURE 110.902.15 LW3

(LENGTH A)  $A1-205+A2-199'$  + (LENGTH B)  $A3-726'/2 = 565'$   
 $565/85775 \text{ sf} = 151'$  BEING THE EAST/WEST AVERAGE  
 PROPOSED PARCEL A WIDTH

**PROPOSED PARCEL B**

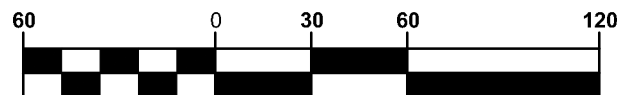
WASHOE COUNTY DEVELOPMENT CODE  
PG 902-16 (c) AREA/AVERAGE DEPTH = AVERAGE WIDTH

FIGURE 110.902.15 LW3

(LENGTH A)  $B1-321'$  + (LENGTH B)  $B2-396'/2 = 358'$   
 $358/54460 \text{ sf} = 152'$  BEING THE EAST/WEST AVERAGE  
 PROPOSED PARCEL B WIDTH



**GRAPHIC SCALE**



1 inch = 60 ft.

**CFA, INC.**  
**LAND SURVEYORS**  
**CIVIL ENGINEERS**  
**LAND USE PLANNERS**

1150 CORPORATE BOULEVARD ■ RENO, NEVADA 89502  
 775-856-1150 MAIN ■ 775-856-1160 FAX ■ CFARENO.COM

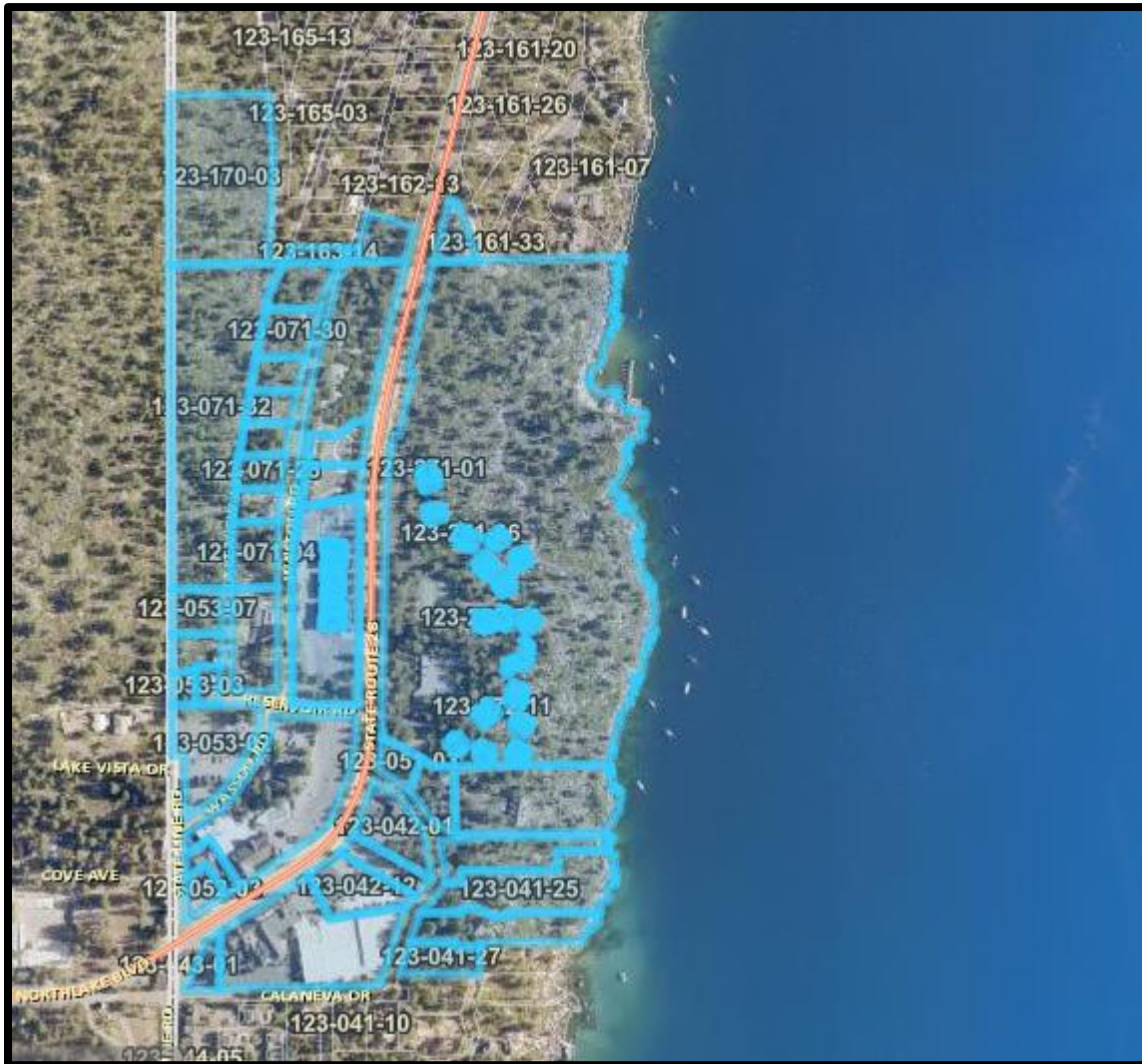
EXHIBIT MAP  
 FOR  
**CONCEPTUAL BOUNDARY**  
 APN'S: 123-071-35 & 123-291-01  
 EKN TAHOE LLC & BIG WATER INVESTMENTS LLC  
 WASHOE COUNTY

NEVADA

JOB NO.	17042.15
DRAWN BY	DRE
CHECKED BY	DS
SHEET	1 / 1

**Public Notice**

Washoe County Code requires that public notification for a special use permit must be mailed to a minimum of 30 separate property owners within a minimum 500-foot radius of the subject property a minimum of 10 days prior to the public hearing date. A notice setting forth the time, place, purpose of hearing, a description of the request and the land involved was sent within a 750-foot radius of the subject property. A total of 105 separate property owners were noticed a minimum of 10 days prior to the public hearing date.



**Public Notice Map**

**BOULDER BAY RESORT - BUILDING A  
(GRANITE PLACE)**

**AMENDMENT OF CONDITIONS FOR TM16-004**

PREPARED FOR  
**BIG WATER INVESTMENTS, LLC**

PREPARED BY:  
**CFA, INC.**  
**1150 CORPORATE BLVD**  
**RENO, NV 89502**



**JUNE 8, 2023**

**PROJECT: 15-042.15**

# BOULDER BAY RESORT – BUILDING A (GRANITE PLACE)

AMENDMENT OF CONDITIONS  
PROJECT NARRATIVE

## Table of Contents

<b>Development Application, Owners Affidavit, Amendment of Conditions Supplemental Information &amp; Proof of Property Tax Payment.....</b>	<b>Tab A</b>
<b>Project Narrative .....</b>	<b>Tab B</b>
Property Location.....	1
Project Request/Summary .....	2
Project Background.....	2
Planned Parcel Division and Limitation of Common Area.....	6
<b>Tentative Map Findings Review .....</b>	<b>8</b>
<b>Conceptual Boundary Map.....</b>	<b>Tab C</b>
<b>Original Tentative Map Sheet (Site Plan and Landscape Plan).....</b>	<b>Tab D</b>
<b>Staff Report for Boulder Bay Resort TM16-004 &amp; SB16-005 .....</b>	<b>Tab E</b>
<b>Condominium Tract Map 5287 (Recorded) .....</b>	<b>Tab F</b>
<b>Granite Place CC&amp;R Document - Excerpts.....</b>	<b>Tab F</b>



**TAB A**

## Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

<b>Project Information</b>		Staff Assigned Case No.: _____	
Project Name:			
Project Description:			
Project Address:			
Project Area (acres or square feet):			
Project Location (with point of reference to major cross streets <b>AND</b> area locator):			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Indicate any previous Washoe County approvals associated with this application: Case No.(s).			
<b>Applicant Information</b> (attach additional sheets if necessary)			
<b>Property Owner:</b>		<b>Professional Consultant:</b>	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:                      Fax:		Phone:                      Fax:	
Email:		Email:	
Cell:                              Other:		Cell:                              Other:	
Contact Person:		Contact Person:	
<b>Applicant/Developer:</b>		<b>Other Persons to be Contacted:</b>	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone:                      Fax:		Phone:                      Fax:	
Email:		Email:	
Cell:                              Other:		Cell:                              Other:	
Contact Person:		Contact Person:	
<b>For Office Use Only</b>			
Date Received:                      Initial:		Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Property Owner Affidavit

Applicant Name: Big Water Investments, LLC

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA )
COUNTY OF WASHOE )

I, ROGER WITTENBERG (please print name)

being duly sworn, depose and say that I am the owner\* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Building.

(A separate Affidavit must be provided by each property owner named in the title report.)

Assessor Parcel Number(s): 123-291-01

Printed Name Roger AW Wittens

Signed [Signature]

Address PO Box 6622

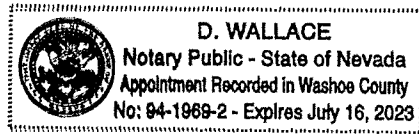
Incline Village NV 89450

Subscribed and sworn to before me this 7th day of June, 2023

(Notary Stamp)

[Signature] Notary Public in and for said county and state

My commission expires: 7/16/2023



\*Owner refers to the following: (Please mark appropriate box.)

- Owner
Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
Power of Attorney (Provide copy of Power of Attorney.)
Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
Property Agent (Provide copy of record document indicating authority to sign.)
Letter from Government Agency with Stewardship

**ENTITY INFORMATION**

**ENTITY INFORMATION**

<b>Entity Name:</b> BIG WATER INVESTMENTS, LLC	<b>Entity Number:</b> E0071042015-0
<b>Entity Type:</b> Domestic Limited-Liability Company (86)	<b>Entity Status:</b> Active
<b>Formation Date:</b> 02/11/2015	<b>NV Business ID:</b> NV20151090372
<b>Termination Date:</b> Perpetual	<b>Annual Report Due Date:</b> 2/29/2024
<b>Series LLC:</b> <input type="checkbox"/>	<b>Restricted LLC:</b> <input type="checkbox"/>

**REGISTERED AGENT INFORMATION**

<b>Name of Individual or Legal Entity:</b> JOHN CUNHA CPA, PC	<b>Status:</b> Active
<b>CRA Agent Entity Type:</b>	<b>Registered Agent Type:</b> Commercial Registered Agent
<b>NV Business ID:</b> NV20111510254	<b>Office or Position:</b>
<b>Jurisdiction:</b>	
<b>Street Address:</b> 6380 MAE ANNE AVE UNIT 7, RENO, NV, 89523, USA	
<b>Mailing Address:</b> PO BOX 33699, RENO, NV, 89533, USA	
<b>Individual with Authority to Act:</b> JOHN CUNHA	
<b>Fictitious Website or Domain Name:</b>	

**OFFICER INFORMATION**  VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Other/	John Cunha	2117 Tara Ridge Trail, Reno, NV, 89523, USA	12/21/2021	Active
Manager	INTERNATIONAL SUPPLY CONSTORTIUM, LLC	P.O. BOX 6622, INCLINE VILLAGE, NV, 89450, USA	11/30/2018	Active

Page 1 of 1, records 1 to 2 of 2

[Filing History](#)   
 [Name History](#)   
 [Mergers/Conversions](#)

[Return to Search](#)   
 [Return to Results](#)

ENTITY INFORMATION

ENTITY INFORMATION

<b>Entity Name:</b> INTERNATIONAL SUPPLY CONSORTIUM, LLC	<b>Entity Number:</b> LLC10255-2003
<b>Entity Type:</b> Domestic Limited-Liability Company (86)	<b>Entity Status:</b> Active
<b>Formation Date:</b> 07/14/2003	<b>NV Business ID:</b> NV20031104350
<b>Termination Date:</b> 7/14/2503	<b>Annual Report Due Date:</b> 7/31/2023
<b>Series LLC:</b> <input type="checkbox"/>	<b>Restricted LLC:</b> <input type="checkbox"/>

REGISTERED AGENT INFORMATION

<b>Name of Individual or Legal Entity:</b> JOHN CUNHA CPA, PC	<b>Status:</b> Active
<b>CRA Agent Entity Type:</b>	<b>Registered Agent Type:</b> Commercial Registered Agent
<b>NV Business ID:</b> NV20111510254	<b>Office or Position:</b>
<b>Jurisdiction:</b>	
<b>Street Address:</b> 6380 MAE ANNE AVE UNIT 7, RENO, NV, 89523, USA	
<b>Mailing Address:</b> PO BOX 33699, RENO, NV, 89533, USA	
<b>Individual with Authority to Act:</b> JOHN CUNHA	
<b>Fictitious Website or Domain Name:</b>	

OFFICER INFORMATION

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
Manager	VANGUARD SUPPLY CONSULTANTS LTD	PO BOX 6622, INCLINE VILLAGE, NV, 89450, USA	05/07/2019	Active
Manager	ROGER WITTENBERG	PO BOX 6622, INCLINE VILLAGE, NV, 89450, USA	05/07/2019	Active

Page 1 of 1, records 1 to 2 of 2

[Filing History](#)   [Name History](#)   [Mergers/Conversions](#)

[Return to Search](#)   [Return to Results](#)

# Amendment of Conditions Application Supplemental Information

(All required Information may be separately attached)

## Required Information

1. The following information is required for an Amendment of Conditions:
  - a. Provide a written explanation of the proposed amendment, why you are asking for the amendment, and how the amendment will modify the approval.
  - b. Identify the specific Condition or Conditions that you are requesting to amend.
  - c. Provide the requested amendment language to each Condition or Conditions, and provide both the *existing* and *proposed condition(s)*.

2. Describe any potential impacts to public health, safety, or welfare that could result from granting the amendment. Describe how the amendment affects the required findings as approved.

### Account Information

**Parcel/Identifier:** 12329101

**Status:** Active

Last Update: 5/17/2023 12:15:28 PM

**Owner:** BIG WATER INVESTMENTS  
LLC

**Property Address:** 1 BIG WATER DR  
INCLINE VILLAGE

### Tax Bills

Add to cart then select cart icon (🛒) above to checkout.

Total Payable: **\$0.00**

Pay Partial:

### Paid Bills

<b>2022</b>   <b>BILL NO.: 2022186623</b>   <b>PROPERTY TYPE: REAL</b>   <b>NET TAX: \$0.00</b> PAID <a href="#">Payment History Tax Breakdown</a>
<b>2021</b>   <b>BILL NO.: 2021372098</b>   <b>PROPERTY TYPE: REAL</b>   <b>NET TAX: \$0.00</b> PAID <a href="#">Payment History Tax Breakdown</a>
<b>2020</b>   <b>BILL NO.: 2020544031</b>   <b>PROPERTY TYPE: REAL</b>   <b>NET TAX: \$0.00</b> PAID <a href="#">Payment History Tax Breakdown</a>
<b>2019</b>   <b>BILL NO.: 2019188068</b>   <b>PROPERTY TYPE: REAL</b>   <b>NET TAX: \$0.00</b> PAID <a href="#">Payment History Tax Breakdown</a>

**i Attention: Important information, please be advised:**

- **ALERTS:** If your real property taxes are delinquent, the search results displayed may not reflect the correct amount owing. Please contact our office for the current amount due.
- If payment confirmation is not received, please check the "SPAM" folder in your e-mail account. Add "[Payments@Bill2Pay.com](mailto:Payments@Bill2Pay.com)" to your safe-senders list in order to ensure that the payment confirmation is routed to your inbox.

**TAB B**



# BOULDER BAY RESORT – BUILDING A (GRANITE PLACE)

## AMENDMENT OF CONDITIONS PROJECT NARRATIVE

### Property Location

The subject property is located west of State Route 28 at the intersection of Reservoir Road. The subject property totals 2.77+/- acres in one parcel. There are 18 condominium units that have been constructed on the subject property, known as Granite Place. The land beneath the condominiums, contains access (vehicular and pedestrian) and amenities to the residents of the Granite Place Condominiums. The Washoe County Assessor's office recognizes the subject parcel as APN 123-291-01. An aerial based vicinity map is provided below showing the location of the subject property and some of the surrounding roads, borders and facilities for reference.

### Vicinity Map



## Project Request/Summary

Requested is an amendment of conditions that allows for the Common Area/“Common Element” that will remain associated with the Building A/Granite Place condominium development to be 1.25 acres or more. A boundary line adjustment map will be submitted following this amendment of conditions application and is proposed to follow the Conceptual Boundary Exhibit that is provided in Tab C with this application. The 1.25-acre (or more) area will be dedicated to the Granite Place HOA, per the requirements of the recorded CC&R’s. The remainder piece of the subject property will transfer holding from Big Water Investments, LLC to EKN Tahoe, LLC so that it may become part of the bigger WALT project, as has been planned and envisioned over many years.

## Project Background

The Granite Place Condominiums project (formerly known as Boulder Bay Building A) was approved by Washoe County under TM16-004 & SB16-005 in 2016. The approval allowed for development of the 18-unit condominium complex on the 2.77-acre parcel. The project design used a section of code called Common Open Space Development. The Washoe County Common Open Space Development standards contained in Washoe County Code (W.C.C.) Article 408 provide an allowance for variation of lot size in exchange for the provision of open space or preservation of natural resources. Common Open Space Developments allow for a more compact and efficient development pattern while saving and preserving portions of the site as open space. This section of code does not present a minimum amount of open space required for use of the code allowance. The tentative map sheets identified 2.53+/- acres as “Common Element 1.” Below is a copy of one of the tentative map sheets from the original application from 2016 that shows the surface level site plan for the condominium project. and notes the proposed area of “Common Element 1.” This was slightly less than the overall 2.77-acre site as a small portion of the site (highlighted in yellow, in the image on the following page – page 3) was identified to become part of the parcel to the north to accommodate for parking for a park site.

A final map was recorded in 2018 that shows the entire parcel area (2.77 acres) in “common element.” A copy of that map is provided in Tab F with this application.

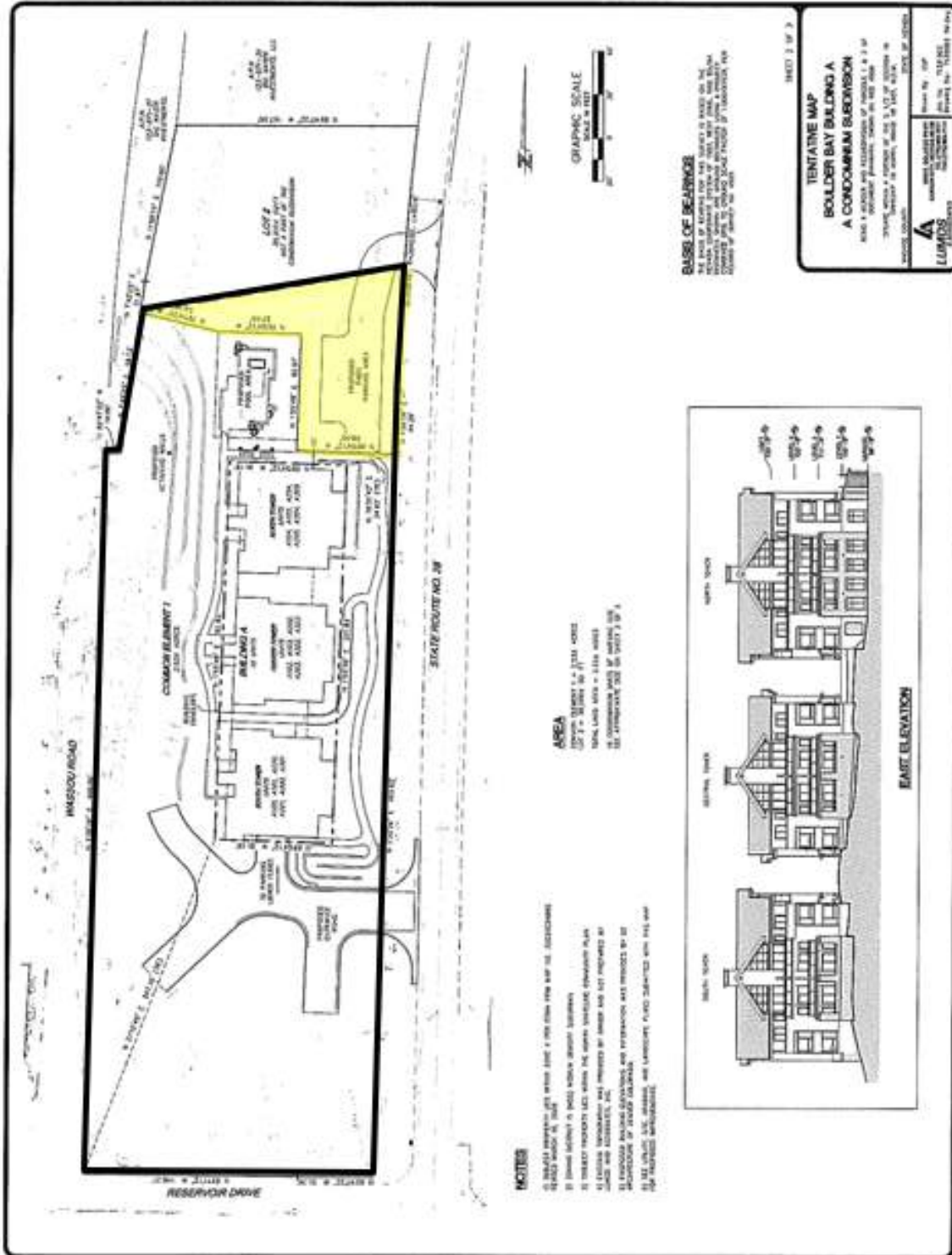
At the time of approval of the tentative map for Building A/Granite Place (TM16-004), the TRPA had approved an overall Boulder Bay project that clearly identifies buildings encroaching into a portion of the subject parcel – part of the 2.77 acres of Common Element. A copy of the TRPA approved plan that existed at the time of the Building A tentative map approval is provided on Page 4 of the project narrative.

In April of this year, the project went back for review and approval by TRPA, this time as the Waldorf Astoria Lake Tahoe Resort and Residences (WALT) rather than Boulder Bay. The new project plan maintains the same general project layout with updated footprints. Like the previous plan for the Boulder

# BOULDER BAY RESORT – BUILDING A (GRANITE PLACE)

## AMENDMENT OF CONDITIONS PROJECT NARRATIVE

Bay Resort, the amended site plan retained building elements encroaching into the subject parcel. A copy of this recently approved TRPA plan for WALT is provided on Page 5 of the project narrative.



# BOULDER BAY RESORT – BUILDING A (GRANITE PLACE)

AMENDMENT OF CONDITIONS  
PROJECT NARRATIVE

## 2016 Original TRPA Approved Site Plan for Boulder Bay



# BOULDER BAY RESORT – BUILDING A (GRANITE PLACE)

AMENDMENT OF CONDITIONS  
PROJECT NARRATIVE

## 2023 TRPA Approved Site Plan for Waldorf Astoria Lake Tahoe



## Planned Parcel Division and Limitation of Common Area

The Building A/Granite Place condominium project was completed in 2018 and the Final Map was issued and recorded on October 5, 2018 after all conditions to approval had been satisfied. All 18 units have been sold by the developer, with the last unit being sold almost two years ago, in February 2021.

With the final construction of the Granite Place Condominiums, the Covenants, Conditions and Restrictions (CC&R's) were recorded to help guide the long-term management, maintenance and community regulations for the development. The Granite Place CC&R's were recorded under document number 4856409 on October 5, 2018.

The division of the subject parcel and reduction in the common element/open space area associated with the condominium development (Granite Place) was contemplated and generally depicted and described in the Declaration of the CC&R's for Granite Place.

The withdrawal of the land withdrawn from the subject parcel and the lessening the common area directly associated with the Building A/Granite Place condominium development should have been realized and recognized given the approved TRPA plans. Unfortunately, it was not. This application looks to correct that oversight. The withdrawal of land from the subject parcel and creation of the 1.25 acre or more common area to be associated with the condominium project is specifically noted and Section 7.6 of CC&R's and is depicted in Exhibit C to the CCRs. The referenced section of text is provided below along with a copy of Exhibit "C" that depicts the approximate area of withdrawal that was envisioned, but not fully legally identifiable at the time of recordation of the CCRs.

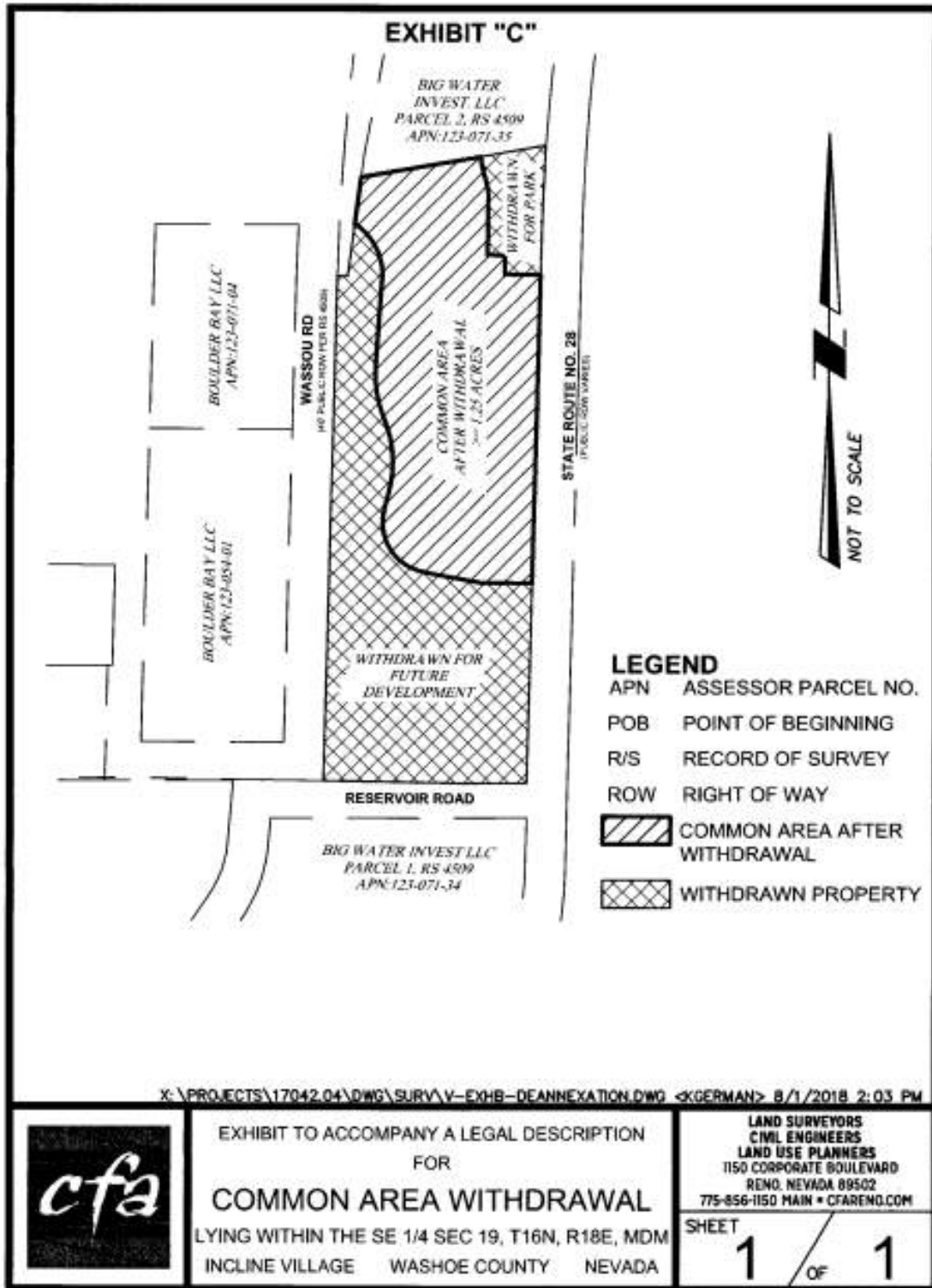
**Section 7.6. Common Area Open Space Merger and Resubdivision Parcel Map.**

In accordance with the power granted to Declarant in Section 7.5(d), above, Declarant may withdraw Common Area Open Space from the Property by recording a Common Area Open Space Merger and Resubdivision Parcel Map, which is subject to approval by Washoe County, or by other such methods as prescribed by Washoe County in order to effect the withdrawal of Common Area Open Space, which shall result in the Property consisting of a single parcel at least 1.25 acres in size, generally as shown on Exhibit "C", and the legal description for which shall be provided in the recorded Common Area Open Space Merger and Resubdivision Parcel Map, or by any other method required by Washoe County. The common area shall not be further subdivided or developed with a primary use without TRPA's prior review and approval, and the common area does not contain a development right as that phrase is defined by TRPA.

*Reference – Granite Place CC&R document, Page 55 of Doc. No. 4856409*

# BOULDER BAY RESORT – BUILDING A (GRANITE PLACE)

AMENDMENT OF CONDITIONS  
PROJECT NARRATIVE



Reference – Granite Place CC&R Document, Page 81 of Doc. No. 4856409

Section 7.6 of the recorded CC&R's is very clear in defining the anticipated withdrawal of land from the subject parcel that was fully anticipated. The CC&R document was provided to the County, as required through condition of approval prior to recordation. Exhibit "C" of the CC&R's depicts the general form that the withdrawal was to take. The BLA map that will follow this amendment of conditions will be prepared in conformance with the anticipated size and general shape that has been agreed to, per the CC&R's.

## Tentative Map Findings Review

As part of the requirements for the approval of an amendment of conditions request, an identification of how or if the proposed amendment will affect the required findings, as approved. Below is a listing of the findings that were made for the tentative map (TM16-004). The Washoe County staff response/review of each finding is provided from the original staff report, dated June 14, 2016. Also provided is a current review by the applicant as to whether we anticipate any impact or change to the review of each finding with approval of this amendment of conditions request.

**1. Plan Consistency.** That the proposed map is consistent with the Master Plan and any specific plan.

Staff Comment: The North Stateline Community Plan allows up to 15 dwelling units per acre.

Applicant Review/Comment: The allowance for the ultimate division of the subject parcel will not impact this finding.

**2. Design or Improvement.** That the design or improvement of the proposed subdivision is consistent with the Master Plan and any specific plan.

Staff Comment: The North Stateline Community Plan vision "is creating a more complete destination resort area for visitors and improving the quality of life for the local residents. The Community Design plan (figure 4) calls for the Tahoe Mariner site (the subject site) as being redeveloped and landscaped.

Applicant Review/Comment: The approved development of Building A is fully complete and has gone through all necessary review and approvals for the final map and building permit applications. As such, the proposed allowance for the ultimate division of the subject parcel will not impact this finding.

**3. Type of Development.** That the site is physically suited for the type of development proposed.

Staff Comment: While the site is identified as having slopes greater than 15%, the site was significantly altered from the natural state during previous development.



## BOULDER BAY RESORT – BUILDING A (GRANITE PLACE)

### AMENDMENT OF CONDITIONS

### PROJECT NARRATIVE

Applicant Review/Comment: The allowance for the ultimate division of the subject parcel will not impact this finding.

**4. Availability of Services.** That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System.

Staff Comment: The Incline Village General Improvement District requires the applicant to provide infrastructure improvements for water and sewer to serve the domestic water needs and fire flows for the development.

Applicant Review/Comment: Domestic water needs have been met with the approved construction of the Building A/Granite Place condominium project. As such allowance for the ultimate division of the subject parcel will not impact this finding.

**5. Fish or Wildlife.** That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat.

Staff Comment: The site was significantly altered from the natural state during previous development; redevelopment will not result in any additional negative impact.

Applicant Review/Comment: The ultimate division of the subject parcel will not impact this finding.

**6. Public Health.** That the design of the subdivision or type of improvement is not likely to cause significant public health problems.

Staff Comment: The site was significantly altered from the natural state during previous development; Washoe County Health Division has provided conditions to address vector control, mass grading permit and the Division's review of the water.

Applicant Review/Comment: The approved development of Building A is fully complete and has gone through all necessary review with the Washoe County Health Department. As such, the proposed allowance for the ultimate division of the subject parcel will not impact this finding.

**7. Easements.** That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision.

## BOULDER BAY RESORT – BUILDING A (GRANITE PLACE)

### AMENDMENT OF CONDITIONS PROJECT NARRATIVE

Staff Comment: There are no public easements on the subject site.

Applicant Review/Comment: With the ultimate division of the subject parcel, the approved connector road between SR 28 and Wassou Way will be able to be constructed. The alignment of the future parcel line has been defined by the location of this connector road.

**8. Access.** That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles.

Staff Comment: Appropriate primary and secondary access are proposed for emergency vehicles.

Applicant Review/Comment: The division of the subject property will allow for improved access near/adjacent to the constructed condominium project. As such, the proposed allowance for the ultimate division of the subject parcel could be seen to have a positive impact relative to this finding.

**9. Dedications.** That any land or improvements to be dedicated to the County is consistent with the Master Plan.

Staff Comment: No land or improvements are proposed to be dedicated to the County.

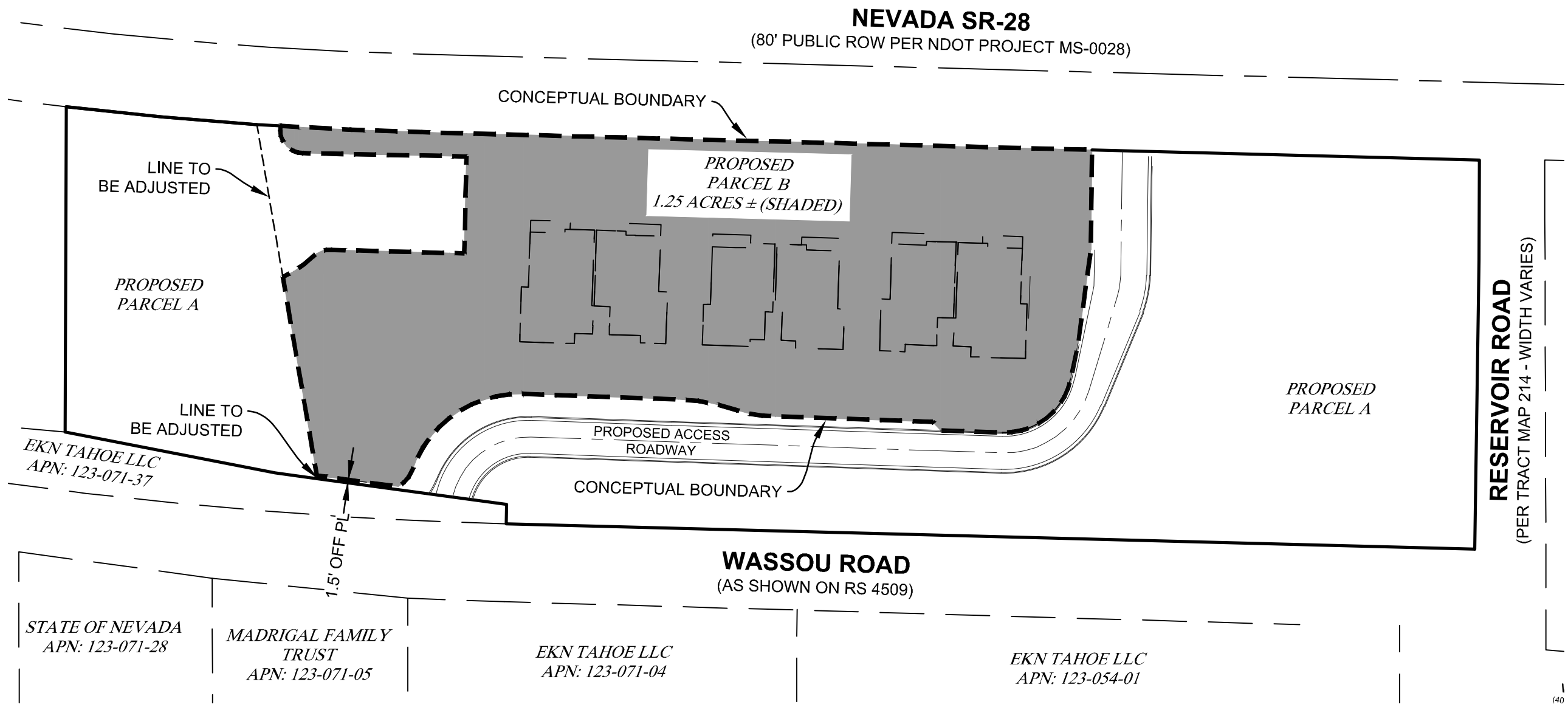
Applicant Review/Comment: No land improvement are proposed with this amendment of conditions request. As such, there is expected to be no impact this finding.

**10. Energy.** That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

Staff Comment: The proposed structure is oriented, to the extent allowed by the configuration and previous development of the site, to allow for natural heating and cooling opportunities.

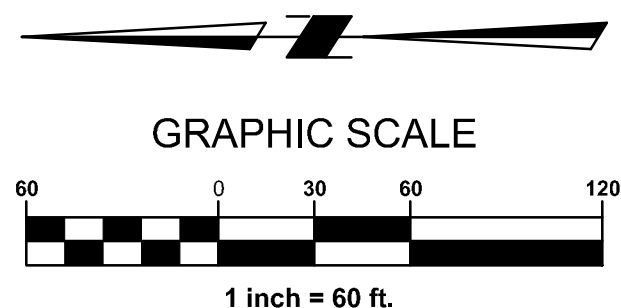
Applicant Review/Comment: The allowance for the ultimate division of the subject parcel will not impact this finding.

**TAB C**



**LEGEND**

- CONCEPTUAL BOUNDARY
- ADJOINER LINE
- PARCEL LINE
- CENTERLINE ROADWAY
- PL PROPERTY LINE



**CFA, INC.**  
**LAND SURVEYORS**  
**CIVIL ENGINEERS**  
**LAND USE PLANNERS**

1150 CORPORATE BOULEVARD ■ RENO, NEVADA 89502  
 775-856-1150 MAIN ■ 775-856-1160 FAX ■ CFARENO.COM

EXHIBIT MAP  
 FOR  
**CONCEPTUAL BOUNDARY**  
 APN'S: 123-071-35 & 123-291-01  
 EKN TAHOE LLC & BIG WATER INVESTMENTS LLC  
 WASHOE COUNTY

NEVADA

JOB NO.	17042.15
DRAWN BY	DRE
CHECKED BY	DS
SHEET	1 / 1

**TAB D**



TAHOE REGIONAL PLANNING AGENCY

**OWNER'S CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, BIG WATER INVESTMENTS, LLC, IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 378, AND THAT THE EASEMENTS AS SHOWN FOR ACCESS, UTILITY, AND DRAINAGE ARE HEREBY GRANTED.

BIG WATER INVESTMENTS, LLC \_\_\_\_\_ DATE \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ } S.S.  
COUNTY OF \_\_\_\_\_

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

BY \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_  
BIG WATER INVESTMENTS, LLC, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

NOTARY PUBLIC  
(MY COMMISSION EXPIRES \_\_\_\_\_)

**UTILITY COMPANY'S CERTIFICATE**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED CABLE TV, PUBLIC UTILITY COMPANIES, AND INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT.

BY \_\_\_\_\_ DATE \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

NEVADA BELL d/b/g AT&T NEVADA \_\_\_\_\_ DATE \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

CHARTER COMMUNICATIONS \_\_\_\_\_ DATE \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT \_\_\_\_\_ DATE \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT BIG WATER INVESTMENTS, LLC, OWNER OF RECORD AN INTEREST IN THE LAND DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNER OF THE RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LANDS EXCEPT AS SHOWN BELOW; THAT THERE ARE NO LIENS OF RECORD AGAINST THE LAND DELINEATED HEREON, OR ANY PART THEREOF FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL, OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, AND THAT A WARRANT DATED \_\_\_\_\_, 2016, FOR THE BENEFIT FOR THE COUNTY OF WASHOE, STATE OF NEVADA, HAS BEEN ISSUED WITH REGARD TO ALL OF THE ABOVE.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**SECURITY INTEREST HOLDERS CERTIFICATE**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, \_\_\_\_\_, CONSENTS TO THE PREPARATION AND RECORDATION OF THIS PLAT.

-----LENDER NAME-----

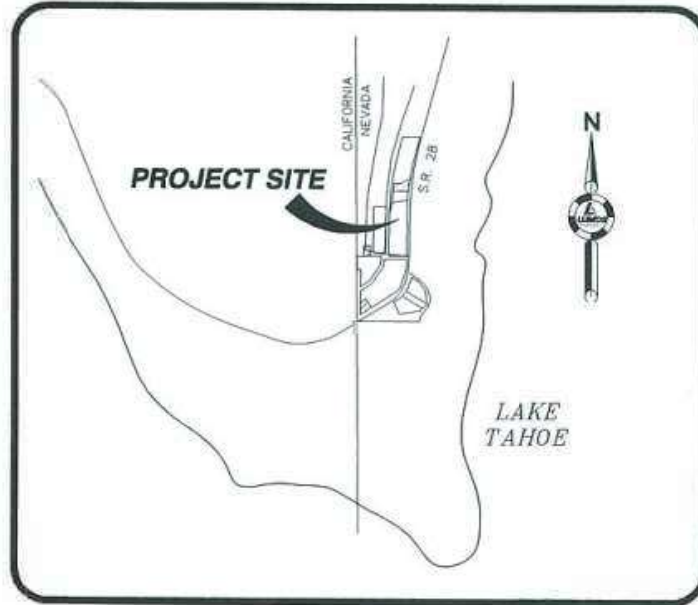
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ } S.S.  
COUNTY OF \_\_\_\_\_

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_

BY \_\_\_\_\_ AS \_\_\_\_\_ OF \_\_\_\_\_  
PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC, WHO ACKNOWLEDGED THAT THEY EXECUTED THE ABOVE INSTRUMENT.

NOTARY PUBLIC  
(MY COMMISSION EXPIRES \_\_\_\_\_)



VICINITY MAP  
NOT TO SCALE

**TAX CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL PROPERTY TAXES ON THE LAND SHOWN HEREON FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURAL USE HAS BEEN PAID PURSUANT TO N.R.S. 361A.285.

A.P.N. 123-071-35 & 35  
WASHOE COUNTY TREASURER

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NAME: \_\_\_\_\_  
DEPUTY TREASURER

**DIVISION OF WATER RESOURCES CERTIFICATE**

THIS MAP IS HEREBY APPROVED BY THE DIVISION OF WATER RESOURCES.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DIVISION OF WATER RESOURCES

**DISTRICT BOARD OF HEALTH CERTIFICATE**

THIS MAP IS HEREBY APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
DISTRICT BOARD OF HEALTH

**SITE INFORMATION:**

A.P.N.'s 123-071-34 &  
123-071-35  
STATE ROUTE 28  
CRYSTAL BAY, NEVADA

**PROPERTY OWNER**

BRIAN HELM  
(775) 313-6903  
BIG WATER INVESTMENTS, LLC  
P.O. BOX 6622  
INCLINE VILLAGE, NV 89450

**ZONING AND LAND USE:**

EXISTING AND PROPOSED ZONING AND MASTER PLAN USE:

ZONING - (MDS) MEDIUM DENSITY SUBURBAN  
LAND USE - NORTH STATELINE COMMUNITY PLAN

**SURVEYOR'S CERTIFICATE**

I, GREGORY S. PHILLIPS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, AS AGENT FOR LUMOS AND ASSOCIATES, INC., CERTIFY THAT:

- 1) THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF BIG WATER INVESTMENTS, LLC.
- 2) THE LANDS SURVEYED LIE WITHIN THE S 1/2 OF SECTION 19, T.16 N., R.18 E., M.D.M., AND THE SURVEY WAS COMPLETED ON \_\_\_\_\_, 2016.
- 3) THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- 4) THE MONUMENTS DEPICTED ON THE PLAT ARE OF THE CHARTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

GREGORY S. PHILLIPS, P.L.S.  
NEVADA CERTIFICATE No. 17616



**REFERENCES**

- (R1) A PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED MAY 10, 2016, ORDER No.121-2504068.
  - (R2) RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT FOR SIERRA PARK, LLC, ROS MAP No. 4509.
- OFFICIAL RECORDS OF THE COUNTY OF WASHOE, STATE OF NEVADA, EXCLUDING R1

**COUNTY SURVEYOR'S CERTIFICATE**

I CERTIFY THAT I HAVE EXAMINED THIS PLAT CONSISTING OF FOUR SHEETS AND THAT ALL ACTS AND ORDINANCES APPLICABLE HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT. NO ADDITIONAL MONUMENTS ARE REQUIRED.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
MICHAEL E. GUMP, P.L.S. 13927  
WASHOE COUNTY SURVEYOR

**TAHOE REGIONAL PLANNING AGENCY**

THIS MAP IS HEREBY APPROVED BY THE TAHOE REGIONAL PLANNING AGENCY.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
TAHOE REGIONAL PLANNING AGENCY

SHEET 1 OF 3

FILED No. \_\_\_\_\_

FEE: \_\_\_\_\_

FILE FOR RECORD AT THE REQUEST OF LUMOS & ASSOCIATES, INC.

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

2016, AT \_\_\_\_\_ MINUTES PAST \_\_\_\_\_

O'CLOCK \_\_\_\_\_ M., OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

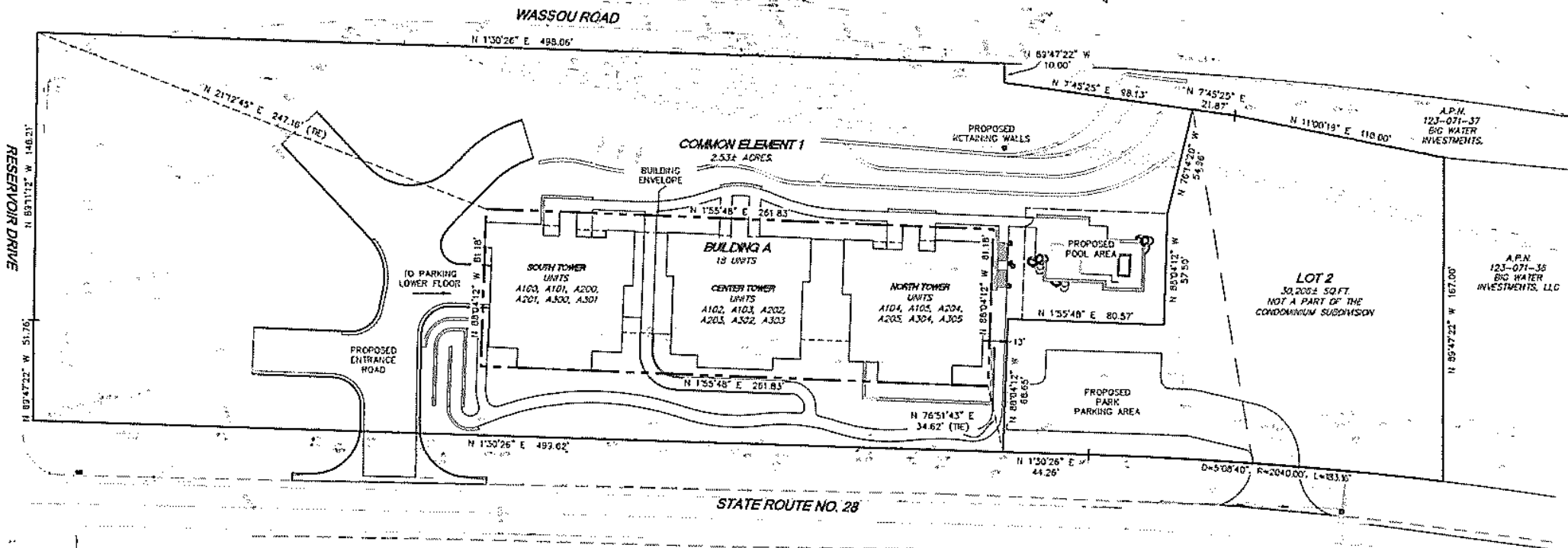
LAWRENCE R. BURTNESSE  
COUNTY RECORDER

BY: \_\_\_\_\_  
DEPUTY

**TENTATIVE MAP**  
**BOULDER BAY BUILDING A**  
**A CONDOMINIUM SUBDIVISION**  
BEING A MERGER AND RESUBDIVISION OF PARCELS 1 & 2 OF DOCUMENT #4446494, SHOWN ON ROS 4509  
SITUATE WITHIN A PORTION OF THE S 1/2 OF SECTION 19 TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.M.  
WASHOE COUNTY, STATE OF NEVADA

1800 E. COLLEGE PKWY  
CARSON CITY, NEVADA 89704  
TEL (775) 883-7077  
FAX (775) 883-7114

Drawn By: GSP  
Job No: 7139.003  
Drawing No: 7139003 TM.dwg

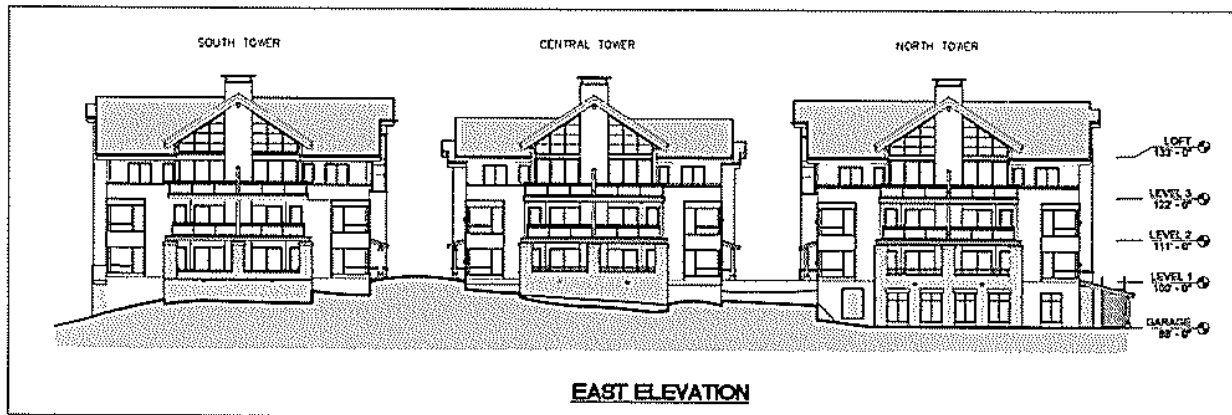
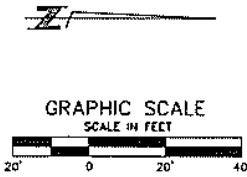


**NOTES**

- 1) SUBJECT PROPERTY LIES WITHIN ZONE X PER FEMA FIRM MAP NO. 32031C3400G REVISED MARCH 16, 2009.
- 2) ZONING DISTRICT IS (MDS) MEDIUM DENSITY SUBURBAN
- 3) SUBJECT PROPERTY LIES WITHIN THE NORTH STATELINE COMMUNITY PLAN.
- 4) EXISTING TOPOGRAPHY WAS PROVIDED BY OWNER AND NOT PREPARED BY LUMOS AND ASSOCIATES, INC.
- 5) PROPOSED BUILDING ELEVATIONS AND INFORMATION WAS PROVIDED BY OZ ARCHITECTURE OF DENVER COLORADO.
- 6) SEE UTILITY, SITE, GRADING, AND LANDSCAPE PLANS SUBMITTED WITH THIS MAP FOR PROPOSED IMPROVEMENTS.

**AREA**

COMMON ELEMENT 1 = 2.53± ACRES  
 LOT 2 = 30,208± SQ. FT.  
 TOTAL LAND AREA = 3.22± ACRES  
 18 CONDOMINIUM UNITS OF VARYING SIZE  
 SEE APPROXIMATE SIZE ON SHEET 3 OF 3



**BASIS OF BEARINGS**

THE BASIS OF BEARING FOR THIS SURVEY IS BASED ON THE NEVADA COORDINATE SYSTEM OF 1983, WEST ZONE, NAD 83/94. DISTANCES SHOWN ARE GROUND DISTANCES USING A PROJECT COMBINED GRID TO GROUND SCALE FACTOR OF 1.000197939, PER RECORD OF SURVEY NO. 4509.

SHEET 2 OF 3

**TENTATIVE MAP**  
**BOULDER BAY BUILDING A**  
**A CONDOMINIUM SUBDIVISION**

BEING A MERGER AND RESUBDIVISION OF PARCELS 1 & 2 OF DOCUMENT #4446494, SHOWN ON ROS 4509

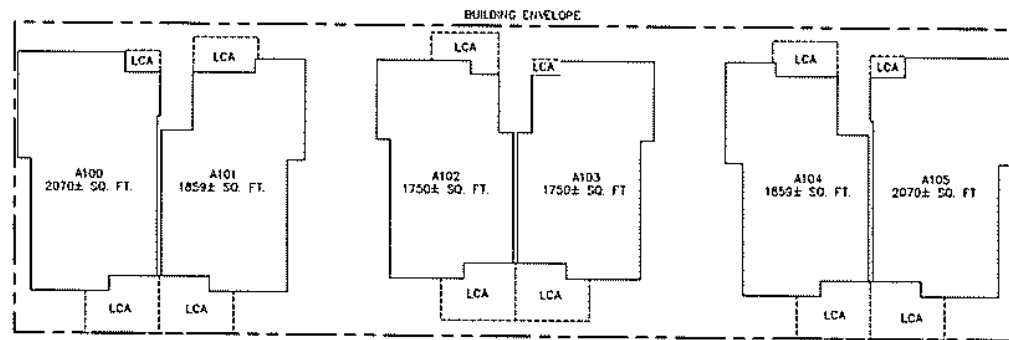
SITUATE WITHIN A PORTION OF THE S 1/2 OF SECTION 19 TOWNSHIP 16 NORTH, RANGE 18 EAST, M.D.M.

WASHOE COUNTY STATE OF NEVADA

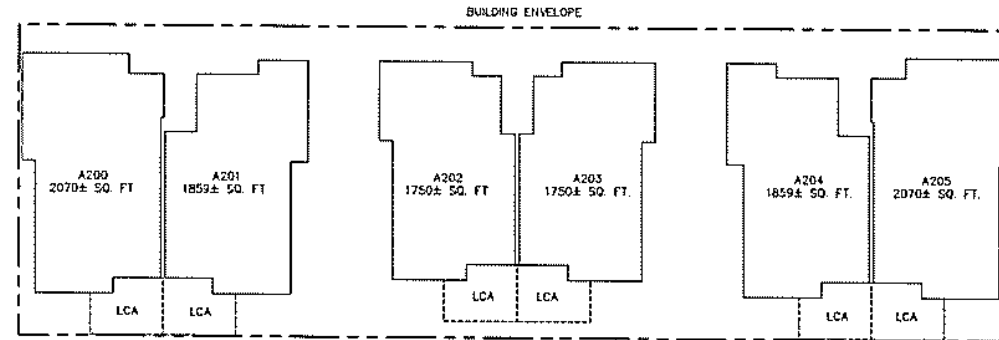
1800 E. COLLEGE BLVD.  
 CARSON CITY, NEVADA 89701  
 TEL (775) 883-7877  
 FAX (775) 883-7114

Drawn By: GSP  
 Job No.: 7139-003  
 Drawing No.: 7139003 TM.dwg



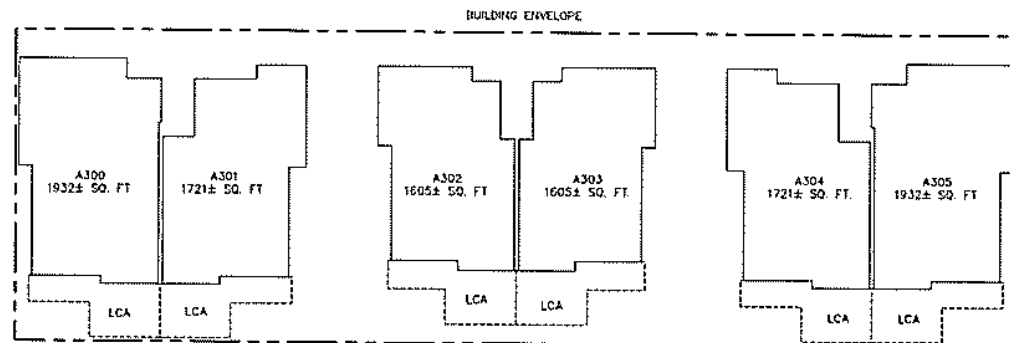


LEVEL 1

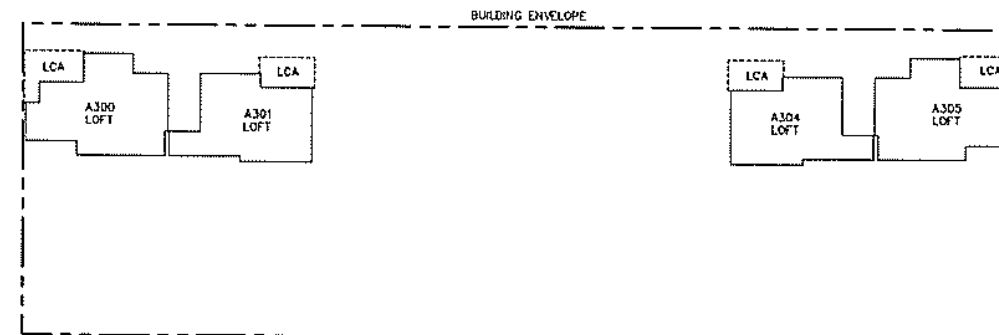


LEVEL 2

18 TOTAL UNITS



LEVEL 3



LOFT

**NOTES CONTINUED**

7) LOFTED AREA SHOWN HEREON COMPRISES DIMENSIONS TO FRONT FACE OF STUD BASED ON ARCHITECTURAL PLANS PREPARED BY OZ ARCHITECTURE. THE PHYSICAL BOUNDARIES OF EACH LOT SHALL INCLUDE ALL INTERNAL LIVING SPACE, AS STATED IN J.I.R.S. 116. THE BUILDING STRUCTURES THEMSELVES AND THE GROUND BENEATH SAID BUILDINGS ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION, BEING A PORTION OF THE COMMON ELEMENT

8) ALL OF THE LOWER INCLUDING BUT NOT LIMITED TO PARKING GARAGE, OWNERS'S LOUNGE, FITNESS CENTER AND MECHANICAL AREAS ARE PORTION OF THE COMMON ELEMENT

9) ALL PUBLIC UTILITY EASEMENT INCLUDE CABLE TELEVISION.

10) A BLANKET EMERGENCY ACCESS EASEMENT AND PRIVATE ACCESS EASEMENT IS HEREBY GRANTED OVER THE COMMON ELEMENT PARCEL, FOR THE BENEFIT OF THE LOTS SHOWN HEREON SAID BLANKET EMERGENCY ACCESS EASEMENT IS INCLUSIVE OF THE STAIRWAYS WHICH ACCESS THE UPPER FLOORS.

11) SEE DOCUMENT NUMBER \_\_\_\_\_ FOR COVENANTS, CONDITIONS AND RESTRICTS RECORDED \_\_\_\_\_ IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.

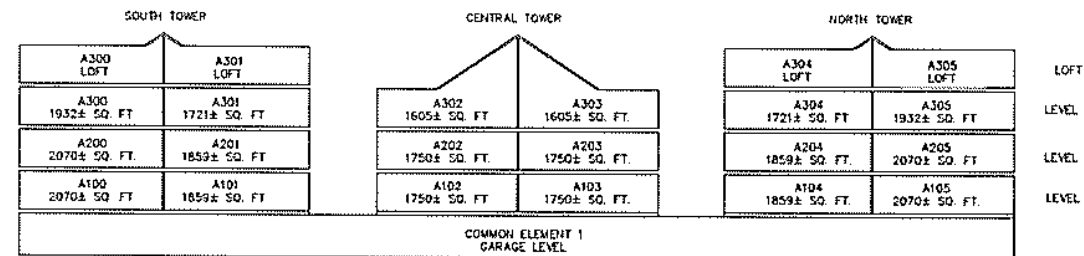
12) ALL ANGLE POINTS IN THE UNIT BOUNDARIES FROM RIGHT ANGLES.

13) A BLANKET PUBLIC UTILITY EASEMENT IS HEREBY GRANTED OVER AND ACROSS THE COMMON ELEMENT PARCELS TO THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT FOR THE PURPOSE OF ACCESSING AND MAINTAINING ALL EXISTING UTILITIES AND ANY AND ALL FUTURE WATER UTILITY INSTALLATIONS.

14) COMMON ELEMENTS, DRIVEWAY ACCESS AND STORM WATER MANAGEMENT SYSTEMS ARE PRIVATELY MAINTAINED AND PERPETUALLY FUNDED BY THE HOMEOWNERS ASSOCIATION.

15) A BLANKET RECIPROCAL PRIVATE ACCESS EASEMENT IS HEREBY GRANTED OVER AND ACROSS THE COMMON ELEMENT PARCELS FOR THE BENEFIT OF THE OWNERS OF THE LOTS SHOWN HEREON.

16) LANDSCAPING WITHIN COMMON ELEMENT 1 SHALL BE PRIVATELY MAINTAINED AND PERPETUALLY FUNDED BY THE HOMEOWNERS ASSOCIATION.



PROFILE



SHEET 3 OF 3

**TENTATIVE MAP**  
**BOULDER BAY BUILDING A**  
**A CONDOMINIUM SUBDIVISION**

BEING A MERGER AND RESUBDIVISION OF PARCELS 1 & 2 OF DOCUMENT #4446494, SHOWN ON RGS 4509

SITUATE WITHIN A PORTION OF THE S 1/2 OF SECTION 19 TOWNSHIP 16 NORTH, RANGE 18 EAST, N.D.M.

WASHOE COUNTY STATE OF NEVADA

1800 E. COLLEGE PKWY  
CARSON CITY, NEVADA 89706  
TEL (775) 883-7077  
FAX (775) 883-7114

Drawn By: GSP  
Job No.: 7139.003  
Drawing No.: 7139003 TM.dwg

# TAB E



Subject: Tentative Subdivision Map Case Number TM16-004 and Special Use Permit Case Number SB16-005 (Boulder Bay Resort)

Applicant(s): Big Water Investments LLC

**Agenda Item Number: 9B**

Project Summary: Grading and development of an 18-unit common open space condominium subdivision.

**Recommendation: Tentative Subdivision Map: Approval with Conditions  
Special Use Permit: Approval with Conditions**

Prepared by: Eva Krause, AICP, Planner  
Planning and Development Division  
Washoe County Community Services Department

Phone: 775.328.3628  
E-Mail: ekrause@washoecounty.us

---

### **Description**

**Tentative Subdivision Map Case Number TM16-004 (Boulder Bay Resort)** – Hearing, discussion, and possible action to approve a tentative subdivision map for an 18 unit common open space condominium development.

**AND**

**Special Use Permit Case Number SB16-005 (Boulder Bay Resort)** – Hearing, discussion, and possible action to approve grading for future development on a property containing slopes in excess of fifteen percent (15%) on twenty percent (20%) or more of the site, with conditions including approval of a Director’s modification to allow fill up to 30 feet.

- Applicant: Big Water Investments LLC
- Property Owner: Big Water Investments LLC
- Location: Reservoir Drive and State Route 28, Crystal Bay NV
  
- Assessor’s Parcel Number(s): 123-071-34
- Parcel Size: 2.77 acres
- Master Plan Category: Suburban Residential
- Regulatory Zone: Medium Density Suburban
- Area Plan: North State Line Community Plan
- Citizen Advisory Board: Incline Village/Crystal Bay
- Development Code: Article 438 Grading Standards  
Article 424 Hillside Development  
Article 408 Common Open Space Development  
Article 608 Tentative Subdivision Maps
  
- Commission District: 1 – Commissioner Berkbigler
- Section/Township/Range: Section 16, T18N, R19E, MDM,  
Washoe County, NV

**Staff Report Contents**

Description ..... 1  
Tentative Subdivision Map ..... 3  
Special Use Permit ..... 3  
Site Plan ..... 6  
Background..... 8  
Project Evaluation ..... 8  
Land Use Summary ..... 9  
Tahoe Area Plan Policies ..... 11  
Incline Village / Crystal Bay Citizen Advisory Board (IV/CB CAB) ..... 12  
Reviewing Agencies..... 12  
Staff Comment on Required Findings ..... 13  
Recommendation..... 16  
Motion ..... 16  
Appeal Process..... 17

---

**Exhibits Contents**

Conditions of Approval ..... Exhibit A  
Engineering and Capital Projects Letter ..... Exhibit B  
Health District Letter..... Exhibit C  
Incline Village General Improvement District Letter ..... Exhibit D  
Regional Transportation Commission Letter ..... Exhibit E  
Nevada Department of Transportation Letter ..... Exhibit F  
Nevada Division of Environmental Protection Letter..... Exhibit G  
Public Notice ..... Exhibit H  
Project Application ..... Exhibit I

### **Tentative Subdivision Map**

The purpose of a Tentative Subdivision Map is:

1. to allow the creation of saleable lots;
2. to implement the Washoe County Master Plan, including the Area Plans, and any specific plans adopted by the County;
3. to establish reasonable standards of design and reasonable procedures for subdivision and re-subdivision in order to further the orderly layout and use of land and insure proper legal descriptions and monumenting of subdivided land; and,
4. to safeguard the public health, safety and general welfare by establishing minimum standards of design and development for any subdivision platted in the unincorporated area of Washoe County.

The purpose of the Common Open Space Development is to set forth regulations to permit variation of lot size, including density transfer subdivisions, in order to preserve or provide open space, protect natural and scenic resources, achieve a more efficient use of land, minimize road building, and encourage a sense of community.

If the Planning Commission grants an approval of the Tentative Subdivision Map, that approval is subject to Conditions of Approval. Conditions of Approval are requirements that need to be completed during different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy on a structure.
- Prior to the issuance of a business license or other permits/licenses.
- Some Conditions of Approval are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the project.

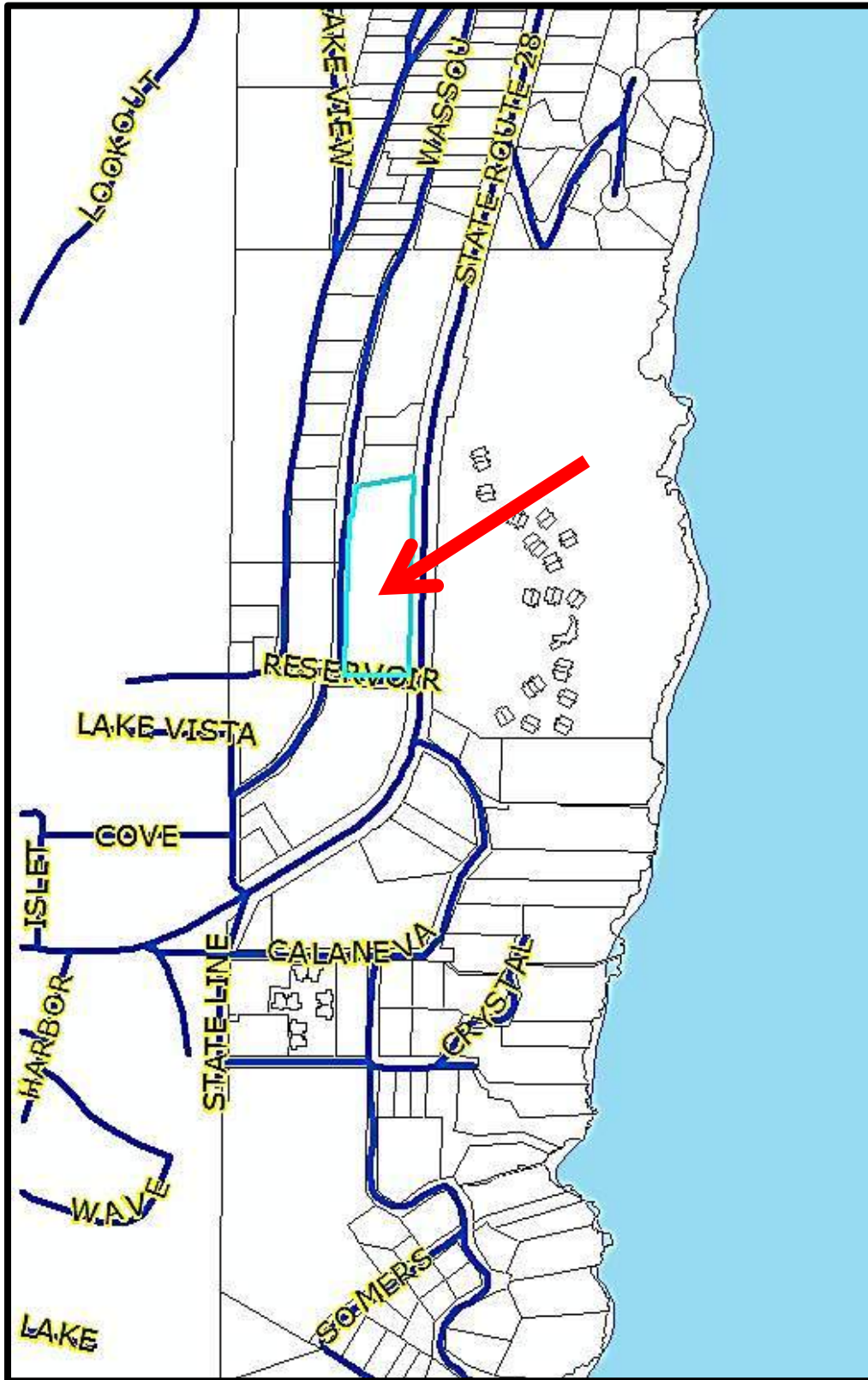
### **Special Use Permit**

The purpose of a Special Use Permit is to allow a method of review to identify any potential harmful impacts on adjacent properties or surrounding areas for uses that may be appropriate within a regulatory zone; and to provide for a procedure whereby such uses might be permitted by further restricting or conditioning them so as to mitigate or eliminate possible adverse impacts. If the Planning Commission grants an approval of the Special Use Permit, that approval is subject to Conditions of Approval. Conditions of Approval are requirements that need to be completed during different stages of the proposed project. Those stages are typically:

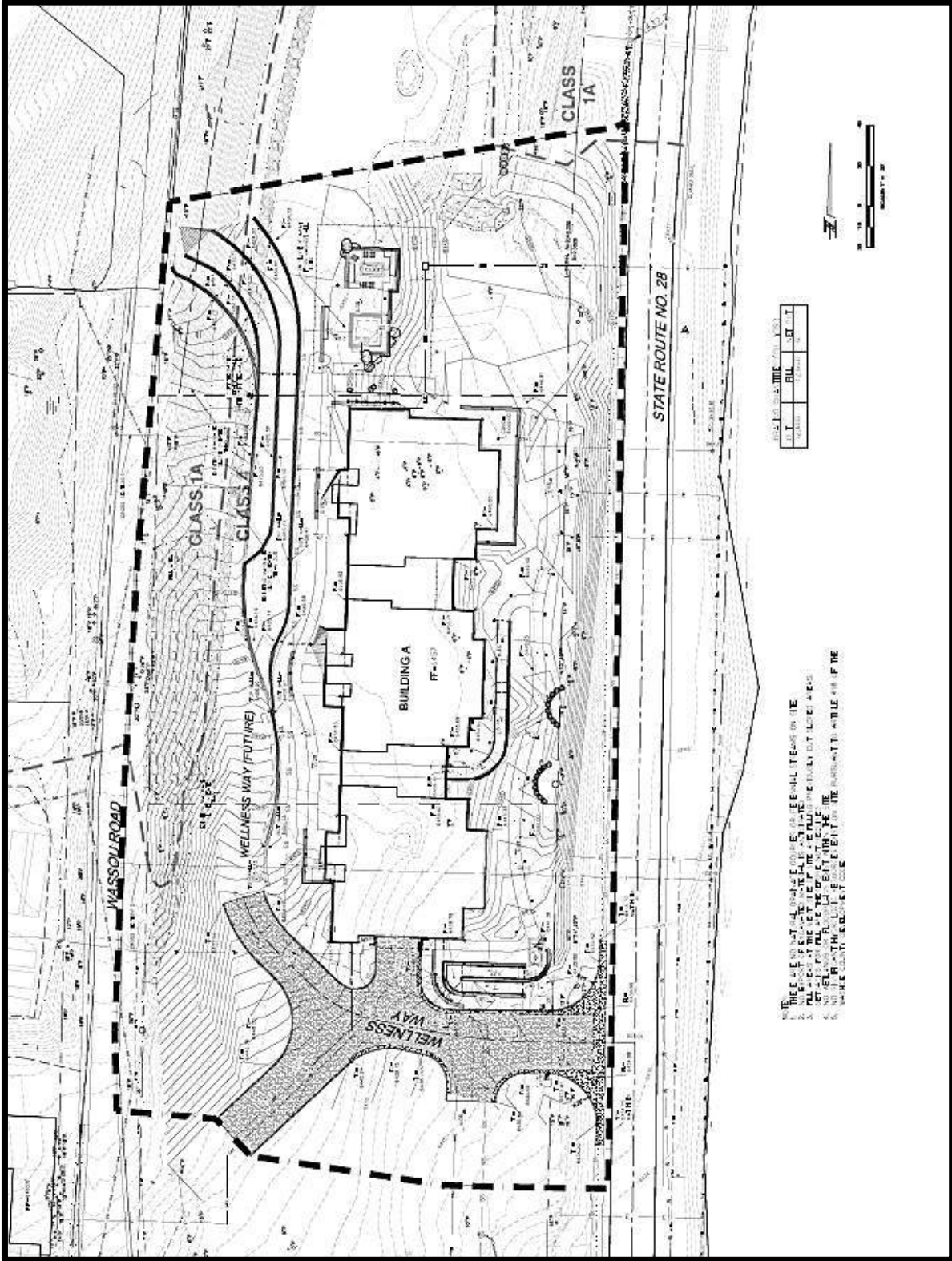
- Prior to permit issuance (i.e. a grading permit, a building permit, etc.)
- Prior to obtaining a final inspection and/or a certificate of occupancy on a structure

- Prior to the issuance of a business license or other permits/licenses
- Some Conditions of Approval are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the business or project.

The Conditions of Approval for Tentative Subdivision Map Case Number TM16-004 and Special Use Permit Case Number SB16-005 are attached to this staff report and will be included with the each Action Order should the Planning Commission approve each of the applications.



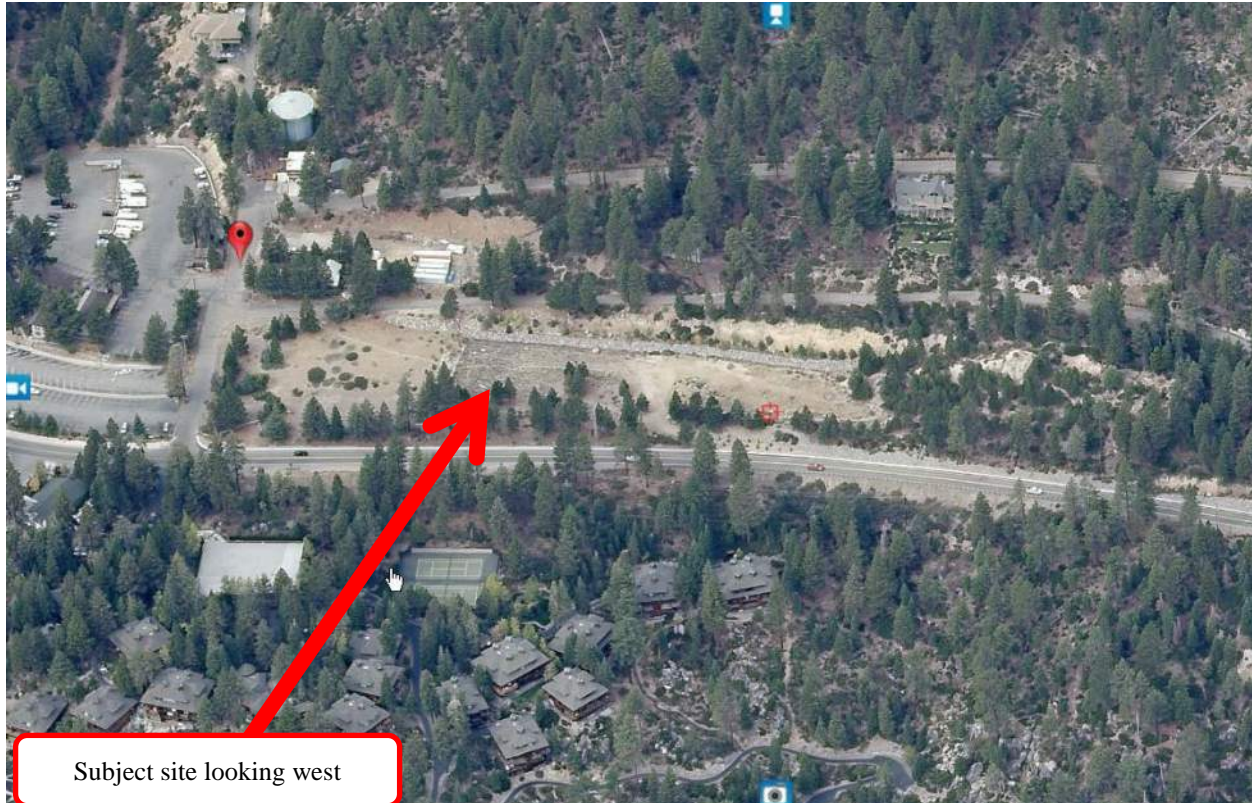
Vicinity Map



**Site Plan**







## **Background**

In 2007, the Tahoe Regional Planning Agency (TRPA) developed a 'Demonstration Project' program to allow a few redevelopment projects to test new ideas for reducing coverage, installing environmental improvements and improving visual impacts above and beyond what is normally required in the basin. The redevelopment of Boulder Bay's properties (Biltmore Casino and the adjoining parcels) was one of the selected Demonstration Projects. The project consists of a casino, hotel, on-site workforce housing, shopping, health and wellness center, timeshare units and whole ownership condominiums. An Environment Impact Statement (EIS) for the project was completed and approved by TRPA. Unfortunately, due to the down turn in the economy, the project was delayed.

The grading and 18 unit condominium subdivision being reviewed in this application is the first phase of the Boulder Bay Development approved by TRPA.

## **Project Evaluation**

The subject site is approximately 2.75 acres in size and is located in the North Stateline Community Plan (Crystal Bay area) of the Tahoe Area Plan. The subject site was previously developed as a casino which has since been demolished. Of particular importance in the evaluation of this project is that the subject site has been completely disturbed in the past. The Grading Standards and the Hillside Development regulations within the Development Code, which are generally applicable to development of this type, are intended to conserve the natural topography. In this case, however, little, if any, unaltered topography remains.

## Land Use Summary

The following extract from WCC Chapter 110, Development Code, establishes the purpose of common open space development:

**Section 110.408.00 Purpose.** The purpose of this article, Article 408, Common Open Space Development, is to set forth regulations to permit variation of lot size, including density transfer subdivisions, in order to preserve or provide open space, protect natural and scenic resources, achieve a more efficient use of land, minimize road building, and encourage a sense of community.

The following is an evaluation of the proposed tentative subdivision:

Regulatory Document: North Stateline Community Plan

Proposed Density: 18 residential units/2.77 acres = 6.5 units/acre

Proposed Lot Configuration: Common Open Space Development

Minimum Lot Size Required: N/A

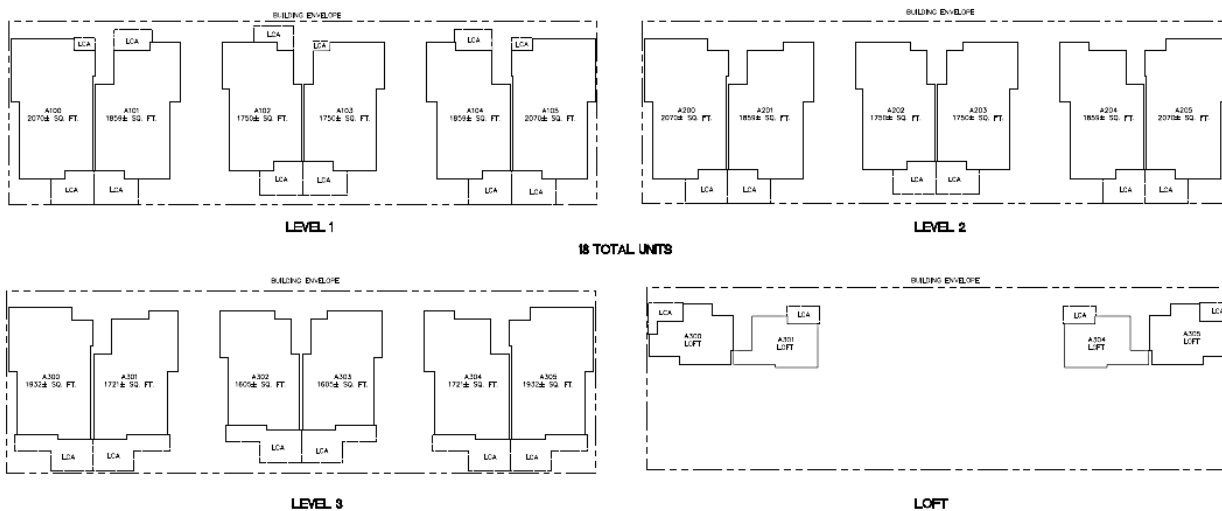
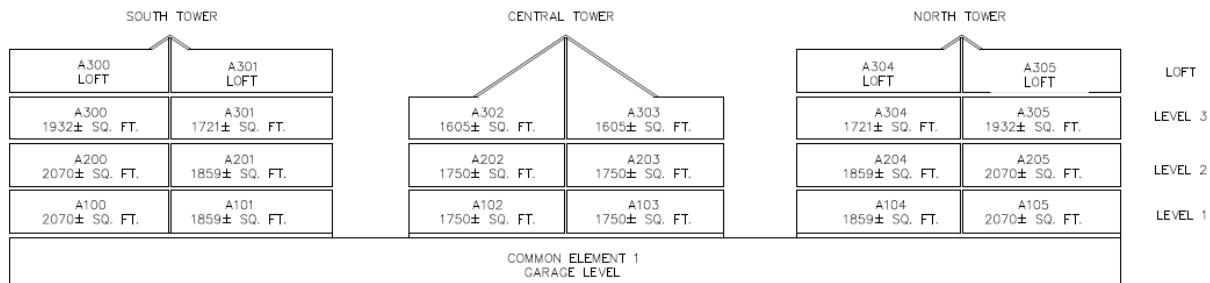
Maximum Lot Potential: 41 Dwelling Units

Number of Lots on Tentative Subdivision Map: 18 air space condominiums and 1 common open space

Development Suitability Constraints: The property is identified as having 'slopes greater than 15%' per the Tahoe Development Suitability map.

The project consists of the construction of one structure with three "towers" that will include parking on the lowermost level and dwelling units above. A total of 18 dwelling units are proposed, two on each of the three levels of each of the three towers. While the Medium Density Suburban zone would typically allow for just three dwellings per acre, the North Stateline Community Plan (Appendix A, page 14) allows for a maximum density of 15 dwelling units per acre for Multi-Family Dwellings within the Community plan area. Therefore the maximum allowable dwelling units on this parcel would be 41, while the applicant is proposing 18.





The grading proposed for the development is significant; however, it is obvious to staff that significant effort has been made by the applicant to comply with the applicable grading standards of the Development Code. A major challenge of the property is that there is an existing 30-foot-high cut slope at the rear (west) side of the property. The stability of this cut has concerned the County for many years, because it runs along the east side of Wassou Road. The applicant is proposing to stabilize the slope by means of a series of retaining walls, with each wall up to ten feet in height. Since the retaining walls will be located behind the proposed structure in relationship to State Route 28, and will also be lower in elevation in relationship to Wassou Road, it is unlikely that the retaining walls will create a significant visual impact. While the retaining walls with landscaped benches in between conform to the grading code standards, at one point the proposed fill material will be approximately 30 feet in depth, which greatly exceeds the limit that finished grade not vary more than 10 feet from natural grade. In order to stabilize the slope staff is recommending that the applicant request a Directors Modification of Standards per WCC Section 110.438.45(c)(1) which could permit the fill depth to exceed the 10 foot limit, after a positive recommendation by the County Engineer.

Because the cut slope extends across the adjoining property, which is also owned by Big Water LLC, the proposed grading indicates that certain portions of the proposed retaining walls will be located such that they are adjacent to or cross property lines. Since the retaining walls are needed to stabilize the slope to protect the public's health and safety, staff is recommending that the Planning Commission approve the grading permit as proposed, and not requiring that the retaining wall be setback two feet from the property line, as allowed in WCC Section 110.810.20(e), Review Procedures. Without this modification, the project design would require

modification, or a boundary line adjustment would have to be done to ensure that grading is appropriately set back from boundary lines.

The proposed development is located on State Route 28 which is designated as a scenic corridor per the Tahoe Regional Plan. The EIS done for the Boulder Bay Demonstration Project included Scenic Review for design of the structure, including massing, form and building articulation, building materials and color, reflection off glass/smooth surfaces, vegetation screening and visibility from the Lake and the road. Because the project has been reviewed and approved by TRPA, and any changes to the approved design could result a requirement to amend the EIS. Therefore, staff is recommending that this project not be subject to Washoe County Design Review Committee approval.

As a multiplex residential subdivision, the development is not exempt from landscape requirements. All yards which adjoin a public street are required to be landscaped and one tree must be planted every 50 feet along the adjacent roadway. The applicant has submitted a landscaping plan that shows extensive landscaping around the buildings and the preservation of all but two of the existing pine trees that are more than 14" diameter at breast height (dbh) on the property. The landscaping plans greatly exceed the landscaping standards of the Development Code.

### **Tahoe Area Plan Policies**

In addition to the requirements of Article 220, *Tahoe Area Modifiers*, within the Development Code the following excerpts of policies and action programs contained in the Tahoe Area Plan are relevant to the proposed subdivision:

**T.2.4 Restore and/or revegetate disturbed areas using TRPA's approved plant list.**

T.2.4.1 Strongly encourage TRPA to enforce, and local governments to adhere to, TRPA's Design Standards in TRPA's Code of Ordinances and the Home Landscaping Guide for Lake Tahoe and Vicinity when reviewing development proposals.

*Staff Comment: The landscaping plan includes a plant list that is consistent with the landscaping guide.*

**T.2.6 Minimize tree, boulder and natural landscape removal. Tree removal should follow practices to protect vegetation, prevent damage to riparian vegetation, and provide for prompt soil stabilization and revegetation where necessary to prevent erosion.**

T.2.6.1 Encourage the enactment and enforcement of laws to prevent unnecessary tree, boulder and natural landscape removal.

*Staff Comment: The site was previously disturbed and denuded of much of the trees and boulders. TRPA regulations require the protection of trees 14 inch dbh not in the construction area. Two trees more than 14 inch dbh have been approved for removed by TRPA.*

**T.3.1 Encourage existing and future developments in all land use designations to participate in long-term remedial erosion and urban runoff control**

**programs to decrease the level of sediment and nutrient loading to Lake Tahoe.**

- T.3.1.1 Encourage the Washoe County Board of County Commissioners to create funding for, and participate in, off-site remedial erosion and drainage control, in accordance with the Water Quality Management Plan, Lake Tahoe Region objectives and its best management practices.

*Staff Comment: Washoe County Engineering and Capital Projects has developed a program and is working on the reduction of Total Maximum Daily Load (TMDL) of fine sediments before they reach the lake. This program is monitored and overseen by NDEP.*

**Incline Village / Crystal Bay Citizen Advisory Board (IV/CB CAB)**

There was no IV/CB CAB meeting scheduled during the review time for the proposed project. The project application was provided to each member of the CAB, and individual comments were requested. No comments were received from the CAB members as of the writing of this staff report.

**Reviewing Agencies**

The following agencies received a copy of the project application for review and evaluation.

- Washoe County Community Services Department
  - Planning and Development
  - Building and Safety
  - Engineering and Capital Projects
  - Regional Parks and Open Space
- Washoe County Health District
  - Air Quality
  - Environmental Health
  - Vector Control
- Washoe County School District
- US Postal Service
- Nevada Division of Environmental Protection
- Nevada Department of Water Resources
- Nevada Department of Transportation
- North Lake Tahoe Fire Protection District
- Regional Transportation Commission
- Incline Village General Improvement District
- Nevada State Lands
- Nevada Tahoe Conservation District
- Tahoe Regional Planning Agency
- Tahoe Transportation District
- US Forest Service – LTBMU

Seven of the twenty above-listed agencies/departments provided comments and/or recommended conditions of approval in response to their evaluation of the project application. A summary of each agency's comments and/or recommended conditions of approval and their contact information is provided. The Conditions of Approval document is attached to this staff report and will be included with the Action Order should the Planning Commission approve the special use permit and tentative subdivision map application.

- Washoe County Planning and Development address requirements for recording final map, landscaping, CC&R's, and maintenance of private roads.  
**Contact: Eva Krause, 775.328.3628, ekrause@washoecounty.us**
- Washoe County Engineering and Capital Projects provided conditions related general conditions for grading and subdivisions, including drainage, Traffic and Roadways.  
**Contact: Walter West, 775.328.2310, wwest@washoecounty.us**
- Washoe County Health District addressed construction of water systems, mass grading and dust control and methods to control vector-borne diseases.  
**Contact: James English, 775.328.2610, jenglish@washoecounty.us**  
**J.L. Shaffer, 775.785.4599**
- Incline Village General Improvement District (IVGID) addressed design and construction of water and sewer infrastructure, stabilization of the cut slopes on the property and easement for access to infrastructure.  
**Contact: Joseph Pomroy, 775.832.1269, jjp@ivgid.org**
- Regional Transportation Commission (RTC) recommends that the applicant install a bus stop.  
**Contact: Daniel Doenges, 775.335.1901, ddoenges@rtcwashoe.com**
- Nevada Department of Transportation (NDOT) addressed access from State Route 28, parking on NDOT right-of-way, and grading adjacent to NDOT right-of-way.  
**Contact: Jae Pullen, 775.834.8309, jpullen@dot.state.nv.us**
- Nevada Division of Environmental Protection requires a NDEP Construction Stormwater permit if the grading exceeds one acre or more in area.  
**Contact: Pat Mohn, 775.687.9419, pmohn@ndep.nv.gov**

### **Staff Comment on Required Findings**

#### **Tentative Subdivision Map findings**

WCC Section 110.608.25, Findings, requires that all of the following findings be made to the satisfaction of the Washoe County Planning Commission before granting approval of the Tentative Subdivision Map request. Staff has completed an analysis of the application and has determined that the proposal is in compliance with the required findings as follows.

1. Plan Consistency. That the proposed map is consistent with the Master Plan and any specific plan.

Staff Comment: *The North Stateline Community Plan allows up to 15 dwelling units per acre.*

2. Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Master Plan and any specific plan.

*The North Stateline Community Plan vision "is creating a more complete destination resort area for visitors and improving the quality of life for the local residents. The Community Design plan (figure 4) calls for the Tahoe Mariner site (the subject site) as being redeveloped and landscaped.*

3. Type of Development. That the site is physically suited for the type of development proposed.

Staff Comment: *While the site is identified as having slopes greater than 15%, the site was significantly altered from the natural state during previous development.*

4. Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System.

Staff Comment: *The Incline Village General Improvement District requires the applicant to provide infrastructure improvements for water and sewer to serve the domestic water needs and fire flows for the development.*

5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat.

Staff Comment: *The site was significantly altered from the natural state during previous development; redevelopment will not result in any additional negative impact.*

6. Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems.

Staff Comment: *The site was significantly altered from the natural state during previous development; Washoe County Health Division has provided conditions to address vector control, mass grading permit and the Division's review of the water.*

7. Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision.

Staff Comment: *There are no public easements on the subject site.*

8. Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles.

Staff Comment: *Appropriate primary and secondary access are proposed for emergency vehicles.*



9. Dedications. That any land or improvements to be dedicated to the County is consistent with the Master Plan.

*Staff Comment: No land or improvements are proposed to be dedicated to the County.*

10. Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

*Staff Comment: The proposed structure is oriented, to the extent allowed by the configuration and previous development of the site, to allow for natural heating and cooling opportunities.*

### **Special Use Permits findings**

WCC Section 110.810.30 Findings, requires that all of the following findings be made to the satisfaction of the Washoe County Planning Commission before granting approval of the request. Staff has completed an analysis of the special use permit application and has determined that the proposal is in compliance with the required findings as follows.

1. Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Tahoe Area Plan.

*The Staff Comment: North Stateline Community Plan vision “is creating a more complete destination resort area for visitors and improving the quality of life for the local residents. The Community Design plan (figure 4) calls for the Tahoe Mariner site (the subject site) as being redeveloped and landscaped.*

2. Improvements. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven.

*Staff Comment: The special use permit for major grading has been reviewed by interested agencies, who have included conditions that address the potential negative impact upon utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities.*

3. Site Suitability. That the site is physically suitable for major grading, and for the intensity of such a development.

*Staff Comment: The site was significantly altered from the natural state during previous development; redevelopment will not result in any additional negative impact.*

4. Issuance Not Detrimental. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area.

*Staff Comment: The site was significantly altered from the natural state during previous development; redevelopment will result in grading and topography much closer to the required standards of the Grading Code (Article 438).*

5. Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

*Staff Comment: There is no military installation with in the required noticing distance of the proposed major grading. Therefore, there is no effect on a military installation from this application.*

### **Recommendation**

Those agencies which reviewed the application recommended conditions in support of approval of the project. Therefore, after a thorough analysis and review, Tentative Subdivision Map Case Number TM16-004 and Special Use Permit Case Number SB16-005 are being recommended for approval with conditions. Staff offers the following motion for the Board's consideration.

### **Motion**

I move that after giving reasoned consideration to the information contained in the staff report and information received during the public hearing, the Washoe County Planning Commission approve Tentative Subdivision Map Case Number TM16-004 and Special Use Permit Case Number SB16-005 for Boulder Bay Resort with the conditions of approval included as Exhibit A in the staff report, having made all ten findings in accordance with Washoe County Code Section 110.608.25 and all five findings in accordance with Washoe County Code Section 110.810.30:

### **Tentative Subdivision Map Findings, Washoe County Code Section 110.608.25:**

1. Plan Consistency. That the proposed map is consistent with the Master Plan and any specific plan;
2. Design or Improvement. That the design or improvement of the proposed subdivision is consistent with the Master Plan and any specific plan;
3. Type of Development. That the site is physically suited for the type of development proposed;
4. Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat;
6. Public Health. That the design of the subdivision or type of improvement is not likely to cause significant public health problems;
7. Easements. That the design of the subdivision or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;

8. Access. That the design of the subdivision provides any necessary access to surrounding, adjacent lands and provides appropriate secondary access for emergency vehicles;
9. Dedications. That any land or improvements to be dedicated to the County is consistent with the Master Plan; and
10. Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

**Special Use Permit findings, Washoe County Code Section 110.810.30:**

1. Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the Tahoe Area Plan.
2. Improvements. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven.
3. Site Suitability. That the site is physically suitable for major grading, and for the intensity of such a development.
4. Issuance Not Detrimental. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area.
5. Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

**Appeal Process**

Planning Commission action will be effective 10 calendar days after the written decision is filed with the Secretary to the Planning Commission and mailed to the original applicant, unless the action is appealed to the Washoe County Board of County Commissioners, in which case the outcome of the appeal shall be determined by the Washoe County Board of County Commissioners. Any appeal must be filed in writing with the Planning and Development Division within 10 calendar days after the written decision is filed with the Secretary to the Planning Commission and mailed to the original applicant.

xc: Applicant: Brian Helm, 1401 33<sup>rd</sup> Ave. S., WA 98144

Property Owner: Big Water Investments LLC, P.O. Box 6622, Incline Village, NV 89450

Consultant: Brian McRae, Lumos & Associates Inc., P.O. Box 3570, Stateline NV 89449

Staff Report xc: Joseph Pomroy, Incline Village General Improvement District, jjp@ivgid.org

# *EXHIBIT A*

## Conditions of Approval

Tentative Subdivision Map Case Number TM16-004 and  
Special Use Permit Case Number SB16-005

The project approved under Tentative Subdivision Map Case Number TM16-004 and Special Use Permit Case Number SB16-005 (Boulder Bay Resort) shall be carried out in accordance with the Conditions of Approval granted by the Planning Commission on July 5, 2016. Conditions of Approval are requirements placed on a permit or development by each reviewing agency. These Conditions of Approval may require submittal of documents, applications, fees, inspections, amendments to plans, and more. These conditions do not relieve the applicant of the obligation to obtain any other approvals and licenses from relevant authorities required under any other act or to abide by all other generally applicable Codes, and neither these conditions nor the approval by the County of this project/use override or negate any other applicable restrictions on uses or development on the property.

**Unless otherwise specified**, all conditions related to the approval of this Tentative Subdivision Map and Special Use Permit shall be met or financial assurance must be provided to satisfy the conditions of approval prior to issuance of a grading or building permit. The agency responsible for determining compliance with a specific condition shall determine whether the condition must be fully completed or whether the applicant shall be offered the option of providing financial assurance. All agreements, easements, or other documentation required by these conditions shall have a copy filed with the County Engineer and the Planning and Development Division.

Compliance with the conditions of approval related to this Tentative Subdivision Map and Special Use Permit are the responsibility of the applicant, his/her successor in interest, and all owners, assignees, and occupants of the property and their successors in interest. Failure to comply with any of the conditions imposed in the approval of the Tentative Subdivision Map and/or Special Use Permit may result in the initiation of revocation procedures.

Washoe County reserves the right to review and revise the conditions of approval related to this Tentative Subdivision Map and Special Use Permit should it be determined that a subsequent license or permit issued by Washoe County violates the intent of this approval.

For the purpose of conditions imposed by Washoe County, “may” is permissive and “shall” or “must” is mandatory.

Conditions of Approval are usually complied with at different stages of the proposed project. Those stages are typically:

- Prior to recordation of a final map.
- Prior to obtaining a final inspection and/or a certificate of occupancy.
- Prior to the issuance of a business license or other permits/licenses.
- Some “Conditions of Approval” are referred to as “Operational Conditions.” These conditions must be continually complied with for the life of the project.

**The Washoe County Commission oversees many of the reviewing agencies/departments with the exception of the following agencies.**

- **The DISTRICT BOARD OF HEALTH, through the Washoe County Health District, has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.**
- **The REGIONAL TRANSPORTATION COMMISSION (RTC) is directed and governed by its own Board. Conditions recommended by the RTC may be required, at the discretion of Washoe County.**
- **The NEVADA DEPARTMENT OF TRANSPORTATION (NDOT) is directed and governed by its own board. Therefore, any conditions set by the Nevada Department of Transportation must be appealed to that Board.**
- **The NEVADA DIVISION OF ENVIRONMENTAL PROTECTION (NDEP) is directed and governed by its own board. Therefore, any conditions set by the Nevada Division of Environmental Protection must be appealed to that Board.**

<p style="text-align: center;"><b>STANDARD CONSIDERATIONS FOR SUBDIVISIONS</b> <b>Nevada Revised Statutes 278.349</b></p>
---

Pursuant to NRS 278.349, when contemplating action on a Tentative Subdivision Map, the Planning Commission shall consider:

- (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- (b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
- (c) The availability and accessibility of utilities;
- (d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
- (f) General conformity with the governing body's master plan of streets and highways;
- (g) The effect of the proposed subdivision on existing public streets and the need for new streets and highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope and soil;

- (i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335; and
- (j) The availability and accessibility of fire protection, including, but not limited to, the availability and accessibility of water and services for the prevention and containment of fires, including fires in wild lands.

**FOLLOWING ARE CONDITIONS OF APPROVAL REQUIRED BY THE REVIEWING AGENCIES. EACH CONDITION MUST BE MET TO THE SATISFACTION OF THE ISSUING AGENCY.**

**Washoe County Planning and Development**

- 1. The following conditions are requirements of the Planning and Development Division, which shall be responsible for determining compliance with these conditions.

**Contact Name** – Eva Krause, 775.328.3628, [ekrause@washoecounty.us](mailto:ekrause@washoecounty.us)

- a. The applicant shall demonstrate substantial conformance to the plans approved as part of this tentative subdivision map and special use permit.
- b. The subdivision shall be in substantial conformance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.
- c. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- d. The sub-divider shall present to Washoe County a final map, prepared in accordance with the tentative map, for the entire area for which a tentative map has been approved, or one of a series of final maps, each covering a portion of the approved tentative map, within four years after the date of approval of the tentative map or within two years of the date of approval for subsequent final maps. On subsequent final maps, that date may be extended by two years if the extension request is received prior to the expiration date. The expiration date for the special use permit for grading shall be the same as for the approved tentative map.
- e. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority.
- f. All final maps shall contain the applicable portions of the following Jurat:

THE TENTATIVE MAP FOR *<name of tentative map approved name, TM case number,>* WAS APPROVED *<denied>* BY THE WASHOE COUNTY PLANNING COMMISSION ON *<date>*. **[If the TM had been appealed to**

**the BCC --- Add:] THE WASHOE COUNTY COMMISSION APPROVED THE TENTATIVE MAP ON APPEAL ON <date>.**

THIS FINAL MAP, <subdivision name and unit/phase #>, MEETS ALL APPLICABLE STATUTES, ORDINANCES, AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP; AND ALL CONDITIONS HAVE BEEN MET FOR THE PURPOSES OF RECORDATION.

THIS FINAL MAP IS APPROVED AND ACCEPTED FOR RECORDATION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE WASHOE COUNTY PLANNING AND DEVELOPMENT DIRECTOR. THE OFFER OF DEDICATION FOR <streets, sewers> IS REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NRS CHAPTER 278.

\_\_\_\_\_  
WILLIAM WHITNEY  
PLANNING AND DEVELOPMENT DIRECTOR

\_\_\_\_\_  
DATE

- g. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Department of Water Resources and Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- h. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County.
- i. A note shall be placed on all grading plans and construction drawings stating:

NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

- j. The final map shall designate faults that have been active during the Holocene epoch of geological time, and the final map shall contain the following note:

NOTE

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time.

- k. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other

than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements.

- l. The developer and all successors shall direct any potential purchaser of the site to meet with the Planning and Development Division to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Planning and Development Division of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.
- m. Any signage erected on the subject site shall be in conformance with Article 505 and the North Stateline Signage, Parking and Design Standards (the stricter of the two codes shall apply).
- n. A certification letter or series of letters by a registered landscape architect or other persons permitted to prepare landscaping and irrigation plans pursuant to N.R.S. 623A shall be submitted to and approved by the Planning and Development Division. The letter(s) shall certify that all applicable landscaping provisions of Articles 408, 410, 412 and 414 of the Development Code have been met. Any landscaping plans and the letter shall be wet-stamped. The letter shall indicate any provisions of the code that the Director of the Planning and Development Division has waived.
- o. All landscaping shall be maintained in accordance with the provisions found in Section 110.412.75, Maintenance. A three-year maintenance plan shall be submitted by a licensed landscape architect registered in the State of Nevada to the Planning and Development Division prior to a Certificate of Occupancy. The plan shall be wet-stamped.
- p. Failure to comply with the conditions of approval shall render this approval null and void.
- q. Conditions, covenants, and restrictions (CC&Rs), including any supplemental CC&Rs, shall be submitted to the Planning and Development staff for review and subsequent forwarding to the District Attorney for review and approval. The final CC&Rs shall be signed and notarized by the owner(s) and submitted to the Planning and Development Division with the recordation fee prior to the recordation of the final map. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs. Washoe County shall be made a party to the applicable provisions of the CC&Rs to the satisfaction of the District Attorney's Office. Said CC&Rs shall specifically address the potential for liens against the properties and the individual property owners' responsibilities for the funding of maintenance, replacement, and perpetuation of the following items, at a minimum:
  - i. Maintenance of public access easements, common areas, and common open spaces. Provisions shall be made to monitor and maintain, for a period of three (3) years regardless of ownership, a maintenance plan for the common open space area. The maintenance plan for the common open space area shall, as a minimum, address the following:



- a. Vegetation management;
  - b. Watershed management;
  - c. Debris and litter removal;
  - d. Fire access and suppression;
  - e. BMP maintenance; and
  - f. Maintenance of public access and/or maintenance of limitations to public access.
- ii. All drainage facilities and roadways not maintained by Washoe County shall be privately maintained and perpetually funded by the homeowners association.
  - iii. All open space identified as common area on the final map shall be privately maintained and perpetually funded by the homeowners association. The deed to the open space and common area shall reflect perpetual dedication for that purpose. The maintenance of the common areas and related improvements shall be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
  - iv. The project adjacent to undeveloped land shall maintain a fire fuel break of a minimum 30 feet in width until such time as the adjacent land is developed.
  - v. Locating habitable structures on potentially active (Holocene) fault lines, whether noted on the recorded map or disclosed during site preparation, is prohibited.
  - vi. All outdoor lighting on buildings and streets within the subdivision shall be down-shielded.
  - vii. Washoe County shall not assume responsibility for maintenance of the private street system of the development nor accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of offer for dedication.
  - viii. Mandatory solid waste collection.
  - ix. Fence material (if any), height, and location limitations, and re-fencing standards. Replacement fence must be compatible in materials, finish and location of existing fence.
- r. The common open space owned by the homeowners association shall be noted on the final map as "common open space" and the related deed of conveyance shall specifically provide for the preservation of the common open space in perpetuity. The deed to the open space and common area shall reflect perpetual

dedication for that purpose. The deed shall be presented with the CC&Rs for review by the Planning and Development staff and the District Attorney.

- s. Prior to any ground-disturbing activity the applicant must obtain approval of a Director's Modification of Standards in accordance with Article 438 to allow fill material to be placed deeper than ten feet.

### **Washoe County Engineering and Capital Projects**

- 2. The following conditions are requirements of the Engineering Division, which shall be responsible for determining compliance with these conditions.

**Contact Name** – Walter H. West, 775.328.2310, [wwest@washoecounty.us](mailto:wwest@washoecounty.us)

#### GENERAL CONDITIONS

- a. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations, and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.
- b. Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the water and sewer provider(s) and Engineering and Capital Projects Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.
- c. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable County Department shall be responsible for determining compliance with this condition.
- d. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the onsite improvements.
- e. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best management practices (BMP's) and shall include detailed plans for grading and drainage on each lot, erosion control (including BMP locations and installation details), slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan. Silts shall be controlled on-site and not allowed onto adjacent property.
- f. All open space shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowners Association. The County Engineer shall determine compliance with this condition. The maintenance of the common

areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.

- g. Any existing easements or utilities that conflict with the development shall be relocated, quitclaimed, and/or abandoned, as appropriate.
- h. Any easement documents recorded for the project shall include an exhibit map that shows the location and limits of the easement in relationship to the project. The County Engineer shall determine compliance with this condition.
- i. All existing overhead utility lines shall be placed underground, except electric transmission lines greater than 100 kilovolts, which can remain above ground.
- j. For construction areas larger than 1 acre, the developer shall obtain from the Nevada Division of Environmental Protection a Stormwater Discharge Permit for construction and submit a copy to the Engineering Division prior to issuance of a grading permit.
- k. The developer shall complete and submit the Construction Permit Submittal Checklist and pay the Construction Stormwater Inspection Fee prior to obtaining a grading permit.
- l. Applicant shall indicate on the plans were exported materials (if any) will be taken and a grading permit shall be obtained for the import site.
- m. Exported materials shall not be sold without the proper business license.
- n. A grading bond of \$2,000/acre of disturbed area shall be provided to the Engineering Division prior to any grading.
- o. Cross-sections indicating cuts and fills and retaining walls shall be submitted when applying for a grading permit. Grading shall meet the grading code or provide explanation for exceptions. Estimated total volumes shall be indicated.
- p. All disturbed areas left undeveloped for more than 30 days shall be treated with a dust palliative. Disturbed areas left undeveloped for more than 45 days shall be revegetated.

#### DRAINAGE (WCC Article 110.420)

- q. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.
- r. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.

- s. Prior to finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. The report prepared by a registered engineer shall include the locations, points of entry and discharge, flow rates and flood limits of all 5- and 100- year storm flows impacting both the site and offsite areas and the methods for handling those flows. The report shall include all storm drain pipe and ditch sizing calculations and a discussion of and mitigation measures for any impacts on existing offsite drainage facilities and properties. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided.
- t. Any increase in stormwater runoff resulting from the development and based on the 5 year and 100 storm(s) shall be detained. The County Engineer shall determine compliance with this condition.
- u. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock riprap shall be used to prevent erosion at the inlets and outlets of all culverts to the satisfaction of the Engineering and Capital Projects Division.
- v. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage leaving the site to the satisfaction of the Engineering and Capital Projects Division.
- w. The Truckee Meadows Regional Stormwater Quality Management Program Construction Permit Submittal Checklist and Inspection Fee shall be submitted with each final map.
- x. A note on the final map shall indicate that all drainage facilities not maintained by Washoe County shall be privately maintained and perpetually funded by a homeowners association. As an alternative to a homeowners association, the developer may request the establishment of a County Utility Service Area under which fees would be paid for maintenance of the proposed storm drainage detention facility. The fee amount will be based on the additional service above that normally provided by the County to maintain new stormwater facilities dedicated by the developer (i.e., curb and gutter, drop inlets and piping). The maintenance and funding of these drainage facilities shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.
- y. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that the 100-year flows do not exceed the maximum permissible flow velocity. The County Engineer shall determine compliance with this condition.

- z. Maintenance access and drainage easements shall be provided for all existing and proposed drainage facilities. The County Engineer shall determine compliance with this condition

TRAFFIC AND ROADWAY (WCC Article 110.436)

- aa. All roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided.
- bb. An Occupancy Permit shall be obtained from the Nevada Department of Transportation (NDOT), for access to, from or under roads and highways maintained by NDOT, and a copy of said permit shall be submitted to the County Engineer prior to finalization of the affected final map.
- cc. Street names shall be reviewed and approved by the Regional Street Naming Coordinator.
- dd. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet American Association of State Highway and Transportation Officials (AASHTO) sight distances and safety guidelines. A minimum vertical clearance of 13.5 feet shall be maintained over all private streets, and no tree shall overhang the curb of any public street.
- ee. For any utilities placed in existing County streets, the streets shall be repaired to the satisfaction of the County Engineer. At a minimum, this will require full depth removal and replacement of asphalt for half the street width, or replacement of non-woven pavement reinforcing fabric with a 2" asphalt overlay for half the street width. Type II slurry seal is required for the entire street width with either option. Full width street improvements may be required if the proposed utility location is too close to the centerline of the existing street.
- ff. AASHTO clear zones shall be determined for all streets adjacent to retaining walls or slopes steeper than 3:1. If a recoverable or traversable clear zone cannot be provided, an analysis to determine if barriers are warranted shall be submitted for approval. The County Engineer shall determine compliance with this condition.
- gg. All retaining walls that are adjacent to, provide support for or retain soil from the County right-of-way shall be constructed of reinforced masonry block or reinforced concrete and designed by an engineer licensed in the State of Nevada. The County Engineer shall determine compliance with this condition.
- hh. No retaining walls that retain soil from the County right-of-way shall be located within a plowed snow storage easement. The County Engineer shall determine compliance with this condition.
- ii. The conditions, covenants and restrictions (CC&Rs) shall prominently note to the satisfaction of the District Attorney's Office and the County Engineer that Washoe County will not assume responsibility for maintenance of the development's private street system or accept the streets for dedication to Washoe County

unless the streets meet those Washoe County standards in effect at the time of the offer of dedication.

- jj. Adequate snow storage easements shall be identified on the final plat.
- kk. If the Engineering and Capital Projects Division does not inspect the subdivision improvements, prior to release of any financial assurances for the private improvements, the development shall provide the Engineering and Capital Projects Division with a letter prepared by a civil engineer licensed in the State of Nevada, certifying that the private improvements have been constructed in accordance with the approved plans.
- ll. A minimum onsite stacking length of 50 feet or as required by NDOT and an adequately sized turnaround outside the gate is required prior to any security gate. Vehicle stacking at a gate shall not back up into the adjacent street right-of-way.
- mm. A Temporary turnaround shall be provided within the property at a terminus of the proposed street.
- nn. No roadway slope shall exceed 14%. The County Engineer shall determine compliance with this condition.
- oo. All regulatory traffic signs shall meet County standards and the Manual on Uniform Traffic Control Devices.
- pp. The minimum pavement requirements for on-site paving shall be three inches (3") asphalt over six inches (6") granular base.

### **Washoe County Health District**

- 3. The following conditions are requirements of the Health District, which shall be responsible for determining compliance with these conditions. The District Board of Health has jurisdiction over all public health matters in the Health District. Any conditions set by the Health District must be appealed to the District Board of Health.

**Contact Name** – James English, 775.328.2610, [Jenglish@washoecounty.us](mailto:Jenglish@washoecounty.us)  
J.L. Shaffer, 775.785.4599, [jshaffer@washoecounty.us](mailto:jshaffer@washoecounty.us)

- a. A Water Project per NAC 445A.66695 must be submitted for review and approved by this Division. Prior to any water system construction, a complete water system plan and Water Project submittal for the referenced proposal must be submitted to this Division. The plan must show that the water system will conform to the State of Nevada Public Water Supply Regulations, NAC Chapter NAC 445A.65505 to 445A.6731, inclusive.
  - i. The application for a Water Project shall conform to the requirements of NAC 445A.66695.
  - ii. Two copies of complete construction plans are required for review. All plans must include an overall site plan, additional phases that will eventually be

built to indicate that the water system will be looped, all proposed final grading, utilities, and improvements for the proposed application.

- b. Mass grading may proceed after approval of a favorable review by this Division of a separate mass grading permit application.
- c. All public and private catch basins will require weep holes to improve water quality downstream and prevent mosquitoes from colonizing this infrastructure (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.013).
- d. If rockery walls are proposed, the voids shall be filled by placing smaller rock within the face of the wall for the entire height of the wall (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.081).
- e. If turf is proposed for the common area for the condominium development, a 24 inch catchment area from the back face of impervious surfaces will reduce the downstream effects of water runoff (Health Regulations Governing the Prevention of Vector-Borne Diseases 040.038).
- f. Prior to the sign off of the building plans the above detail designs are required on the plans and a scheduled compliance inspection with the Vector-Borne Diseases Program is required for the above condition(s).

#### **Incline Village General Improvement District**

- 4. The following conditions are requirements of Incline Village General Improvement District which shall be responsible for determining compliance with these conditions.

**Contact Name** – Joseph Pomroy, 775.832.1269, [jjp@ivgid.org](mailto:jjp@ivgid.org)

- a. Prior to District approving the project and providing service to the development the applicant shall address the following items to the satisfaction of the District:
  - i. The design, approval and District acceptance of the water and sewer infrastructure to serve the development for fire flow and domestic demands.
  - ii. The stabilization of the hillside that is on the Biltmore property that is impacting Reservoir Road and the tank access road.
  - iii. The assignment of necessary easements and access easements for water and sewer infrastructure.

#### **Regional Transportation Commission (RTC)**

- 5. The following conditions are requirements of the Regional Transportation Commission, which shall be responsible for determining compliance with these conditions. The Regional Transportation Commission is directed and governed by its own board. Therefore, any conditions set by the Regional Transportation Commission must be appealed to that board.

**Contact Name** – Daniel Doenges, 775.335.1901, [ddoenges@rtcwashoe.com](mailto:ddoenges@rtcwashoe.com)

- a. RTC request that the developer install a bus shelter along the frontage of the property line facing Highway 28, adjacent to Wellness Way access drive that would be accessible from the proposed pedestrian path.
- b. Ensure that there is adequate spacing between access to the development on Wellness Way and Reservoir Drive.

**Nevada Department of Transportation**

6. The following conditions are requirements of the Nevada Department of Transportation which shall be responsible for determining compliance with these conditions. Washoe County does not have authority to modify Nevada Department of Transportation conditions. Therefore, any conditions set by the Nevada Department of Transportation must be appealed to that agency.

**Contact Name** – Jae Pullen, 775.834.8309, [jpullen@dot.state.nv.us](mailto:jpullen@dot.state.nv.us)

- a. Existing approaches are personal and not transferable with the sale of property. If the property changes ownership or use, the new property owner will need to apply for an encroachment permit for access to the state highway.
- b. The Nevada Department of Transportation will require an occupancy permit for any work performed within the State's right-of-way. Please contact the Permit Office at (775) 834- 8330 for more information regarding the occupancy permit.
- c. The developer should be aware that this existing approach may be reduced to a right-in/right- out turn configuration. A condition of an NDOT encroachment permit may require that the permittee accept this condition (limited access) and also agrees not to hold the State of Nevada responsible for any costs or damages that may result from a modification of this approach to a right-in/right-out access. Developer will be required to have this permit recorded through their County Recorder's Office. A conformed copy shall be returned to the Nevada Department of Transportation.
- d. Prior to any grading adjacent to the Nevada Department of Transportation right-of-way, a Drainage Report, including a grading plan, and a Drainage Form must be submitted to the Permit office. Please contact the Permit Office at (775) 834-8330 for more information.
- e. The property owner must provide adequate parking on the property. NDOT does not issue permits for long term parking for business use. If needed, NDOT will post NO PARKING signs to mitigate any parking concerns.
- f. Signs for advertising will not be allowed within NDOT right-of-way.
- g. The state defers to municipal government for land use development decisions. Public involvement for Development related improvements within the NDOT right-of-way should be considered during the municipal land use development



public involvement process. Significant public improvements within the NDOT right-of-way developed after the municipal land use development public involvement process may require additional public involvement. It is the responsibility of the permit applicant to perform such additional public involvement. We would encourage such public involvement to be part of a municipal land use development process.

**Nevada Division of Environmental Protection**

7. The following conditions are requirements of the Nevada Division of Environmental Protection which shall be responsible for determining compliance with these conditions. Washoe County does not have authority to modify Nevada Division of Environmental Protection conditions. Therefore, any conditions set by the Nevada Division of Environmental Protection must be appealed to that agency.

**Contact Name** – Pat Mohn, 775.687.9419, [pmohn@ndep.nv.gov](mailto:pmohn@ndep.nv.gov)

- a. If the developer disturbs more than one acre he is require to obtain coverage under NDEP’s Construction Stormwater General Permit NVR100000. A notice of Intent must be filed electronically and submitted with a \$200 fee prior to commencing any earth-disturbing activates at the site.

\*\*\* End of Conditions \*\*\*

**TAB F**

5287

**OWNER'S CERTIFICATE:**

THIS IS TO CERTIFY THAT BIG WATER INVESTMENTS, LLC, A NEVADA LIMITED LIABILITY COMPANY IS THE OWNER OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTERS 278 AND 116, AND HEREBY GRANTS TO ALL PUBLIC UTILITIES A BLANKET EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF ALL REQUIRED PUBLIC UTILITIES TOGETHER WITH THE RIGHT OF ACCESS THERETO FOREVER OVER ALL COMMON AREAS SHOWN ON THIS MAP. THE OWNER AND ASSIGNEES AGREE TO THE USE OF RESIDENTIAL WATER METERS.

BIG WATER INVESTMENTS, LLC A NEVADA LIMITED LIABILITY COMPANY

BY: INTERNATIONAL SUPPLY CONSORTIUM, LLC  
ITS: MANAGER

Roger Wittenberg 8/23/18  
BY: ROGER WITTENBERG, MANAGER DATE

AND

BY: VANGUARD SUPPLY CONSULTANTS, LTD.  
ITS: MANAGER

Roger Wittenberg 8/23/18  
BY: ROGER WITTENBERG, PRESIDENT DATE

**OWNER ACKNOWLEDGEMENT**

STATE OF NEVADA }  
COUNTY OF WASHOE } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON August 23 2018,  
BY ROGER WITTENBERG, MANAGER OF INTERNATIONAL SUPPLY CONSORTIUM, LLC, A NEVADA LIMITED LIABILITY COMPANY AND PRESIDENT OF VANGUARD SUPPLY CONSULTANTS, LTD, A NEVADA CORPORATION.

[Signature]  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 11/4/19



**TITLE COMPANY CERTIFICATE**

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT BIG WATER INVESTMENTS LLC, A NEVADA LIMITED LIABILITY COMPANY OWNS OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON, AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT NO ONE HOLDS OF RECORD A SECURITY INTEREST IN THE LAND TO BE DIVIDED; EXCEPT PER DEED OF TRUST N/A AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON FOR DELINQUENT STATE, COUNTY, MUNICIPAL FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, AS OF August 1, 2018.

FIRST CENTENNIAL TITLE COMPANY OF NEVADA  
ORDER NO. 234467-LT

[Signature] Lisa Dulici/Secretary 8-15-18  
SIGNATURE PRINT NAME/TITLE DATE

**TAX CERTIFICATE**

APN: 123-071-34

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURE USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

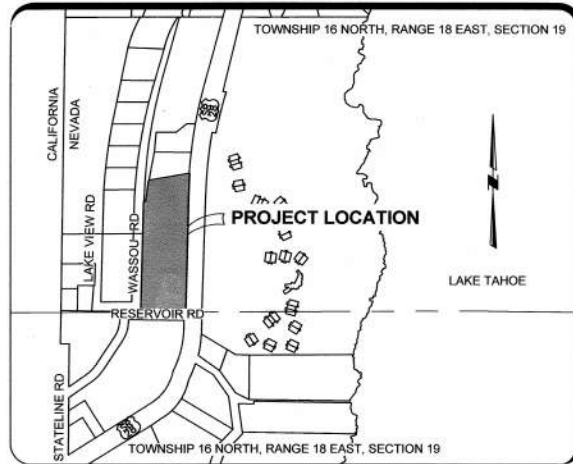
WASHOE COUNTY TREASURER

[Signature] Danielle Cashion/Deputy Treasurer 8/15/2018  
SIGNATURE PRINT NAME/TITLE DATE

**DISTRICT BOARD OF HEALTH CERTIFICATE**

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

Wesley Rubio MPH RCHS Wesley Rubio Senior RCHS 9/21/2018  
FOR THE DISTRICT BOARD OF HEALTH PRINT NAME/TITLE DATE



VICINITY MAP  
NOT TO SCALE

**SURVEYOR'S CERTIFICATE**

I, KEVIN L. GERMAN, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA HEREBY CERTIFY THAT:

- 1. THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF BOULDER BAY LLC, A NEVADA LIMITED LIABILITY COMPANY.
- 2. THE LANDS SURVEYED LIE WITHIN SOUTHEAST 1/4 OF SECTION 19, T16N, R18E, M.D.M., AND THE SURVEY WAS COMPLETED ON JANUARY 03, 2018.
- 3. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN EFFECT ON THE DATE THAT THE GOVERNING BODY GAVE ITS FINAL APPROVAL.
- 4. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN, OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.



[Signature]  
KEVIN L. GERMAN, PLS 20461  
KGERMAN@CFARENO.COM

**COUNTY SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND PERFORMED A TECHNICAL MAP CHECK OF THE GEOMETRIC DATA SHOWN HEREON, PURSUANT TO THAT INTERLOCAL AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA, AS DOCUMENT NO. 2233806, AND I AM SATISFIED SAID GEOMETRIC DATA IS TECHNICALLY CORRECT.



[Signature] 10-01-18  
MICHAEL E. GUMP, PLS 13927  
WASHOE COUNTY SURVEYOR

**UTILITY COMPANY CERTIFICATES**

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED CABLE TV, PUBLIC UTILITY COMPANIES AND INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT.

- [Signature] DIANE ALBELM 8/15/2018  
CHARTER COMMUNICATIONS PRINT NAME/TITLE DATE
- [Signature] CLIFF COOPER 8/15/18  
NEVADA BELL TELEPHONE CO. D.B.A. GREAT NEVADA CLIFF COOPER PRINT NAME/TITLE DATE
- [Signature] Seth J. Horn 8/22/18  
SIERRA PACIFIC POWER COMPANY D.B.A. NV ENERGY PRINT NAME/TITLE DATE
- [Signature] Joseph J. Pomroy August 14, 2018  
INCLINE VILLAGE GENERAL IMP. DIST. PRINT NAME/TITLE DATE
- [Signature] Amanda Marucci August 22, 2018  
SOUTHWEST GAS COMPANY PRINT NAME/TITLE DATE

**DIVISION OF WATER RESOURCES CERTIFICATE**

THIS PLAT IS APPROVED BY THE STATE OF NEVADA DIVISION OF WATER RESOURCES OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES CONCERNING WATER QUANTITY, SUBJECT TO REVIEW OF APPROVAL ON FILE IN THIS OFFICE.

[Signature] P.E. MARK SWAZLIAN SECTION CHIEF 9/13/2018  
DIVISION OF WATER RESOURCES PRINT NAME/TITLE DATE

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT CERTIFICATE**

THE DISTRICT HEREBY CERTIFIES THAT IT HAS REVIEWED THE MAP SHOWN HEREON, AND WATER AND/OR SEWER SYSTEMS ARE PRESENTLY AVAILABLE AND CONNECTION THERETO WOULD BE ALLOWED UPON PROPER APPLICATION, APPROVAL, AND PAYMENT OF APPLICABLE FEES. THIS CERTIFICATION IS SUBJECT TO, (1) THE AVAILABILITY OF WATER RIGHTS AND ACTIONS BROUGHT IN OPPOSITION TO THOSE WATER RIGHTS; AND (2) THE AVAILABILITY OF TREATMENT AND DISPOSAL CAPACITY OF THE DISTRICT'S WATER RECLAMATION FACILITIES. OPERATION AND MAINTENANCE OF THE WATER AND SEWER SYSTEM ON THE PROPERTY TO THE CONNECTION TO THE I.V.G.I.D. MAIN SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

[Signature] Joseph J. Pomroy August 14, 2018  
PRINT NAME/TITLE DATE

**COMMUNITY DEVELOPMENT CERTIFICATE**

A TENTATIVE MAP OF BOULDER BAY BUILDING A, A CONDOMINIUM SUBDIVISION, TM16-004, WAS APPROVED BY THE WASHOE COUNTY PLANNING COMMISSION ON JULY 5, 2016.

THIS FINAL MAP GRANITE PLACE AT BOULDER BAY, MEETS ALL APPLICABLE STATUTES, ORDINANCES, AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP; AND ALL CONDITIONS HAVE BEEN MET FOR THE PURPOSE OF RECORDATION.

THIS FINAL MAP IS APPROVED AND ACCEPTED FOR RECORDATION THIS 4th DAY OF OCTOBER 2018 BY THE WASHOE COUNTY PLANNING AND DEVELOPMENT DIRECTOR.

[Signature] NOJBA HAMENSTEIN 10/4/2018  
PLANNING AND BUILDING DIVISION, DIRECTOR PRINT NAME/TITLE DATE

**TAHOE REGIONAL PLANNING AGENCY CERTIFICATE**

THIS FINAL MAP CONFORMS TO TAHOE REGIONAL PLANNING AGENCY REQUIREMENTS.

[Signature] Wendy Jenson 8/31/18  
PRINT NAME/TITLE Current Planning Manager DATE

**WATER & SEWER RESOURCE REQUIREMENTS CERTIFICATE**

THE PROJECT/DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 422 OF WASHOE COUNTY CHAPTER 110 (DEVELOPMENT CODE).

[Signature] Vahid Behmaram 10/4/2018  
WASHOE COUNTY COMMUNITY SERVICES DEPT PRINT NAME/TITLE DATE

**PARKING CALCULATIONS**

CONDO UNITS 18  
PARKING STALLS 27  
DENSITY 1.5 STALLS/UNIT

COUNTY RECORDER'S CERTIFICATE  
FILE NO. 4856410  
FILED FOR RECORD AT THE REQUEST OF  
Big Water Investments LLC  
ON THIS 5th DAY OF October 2018  
AT 03 MINUTES PAST 12 O'CLOCK PM  
OFFICIAL RECORDS OF WASHOE COUNTY,  
NEVADA.  
Lawrence B. Bartness  
COUNTY RECORDER  
BY: DEPUTY G. Peaslee  
FEE: 136.00

COMMON OPEN SPACE CONDOMINIUM TRACT MAP  
OF  
**GRANITE PLACE**  
LYING WITHIN THE SOUTHEAST 1/4 OF T16N, R18E, SEC 19, M.D.M.  
A DIVISION OF PARCEL 1 OF DEED DOCUMENT NO. 4446494  
WASHOE COUNTY NEVADA  
JOB NO. 17-042.04  
DRAWN BY DS  
CHECKED BY KLG  
DATE MAY 2018  
SHEET 1 OF 8  
CFA, INC.  
LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS  
1150 CORPORATE BOULEVARD • BEND, NEVADA 89502  
775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM

5287

CALCULATIVE INDEXES  
SHOULD BE EXAMINED  
FOR ANY SUBSEQUENT  
CHANGES TO THIS MAP

CALCULATIVE INDEXES  
SHOULD BE EXAMINED  
FOR ANY SUBSEQUENT  
CHANGES TO THIS MAP

4856410

X:\PROJECTS\17042.04\DWG\SURV\W-TMAP-BOULDER-BAY-BLDG-A.DWG <DSH> 8/13/2018 3:18 PM

Condominium Tract Map 5287

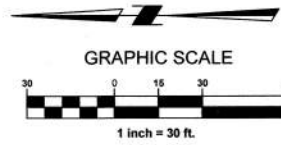
5287A

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS NEVADA STATE PLANE, WEST ZONE NAD83(94) BASED ON REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS UTILIZING CORRECTIONS FROM THE NORTHERN NEVADA COOPERATIVE REAL TIME NETWORK. COORDINATES AND DISTANCES HEREON ARE AT GROUND LEVEL BASED ON A COMBINED GRID TO GROUND FACTOR OF 1.000263. THE BEARINGS OF THIS SURVEY DIFFER FROM RECORD OF SURVEY MAP NO. 4509 BY 0°0'13" IN A CLOCKWISE DIRECTION.

**REFERENCES**

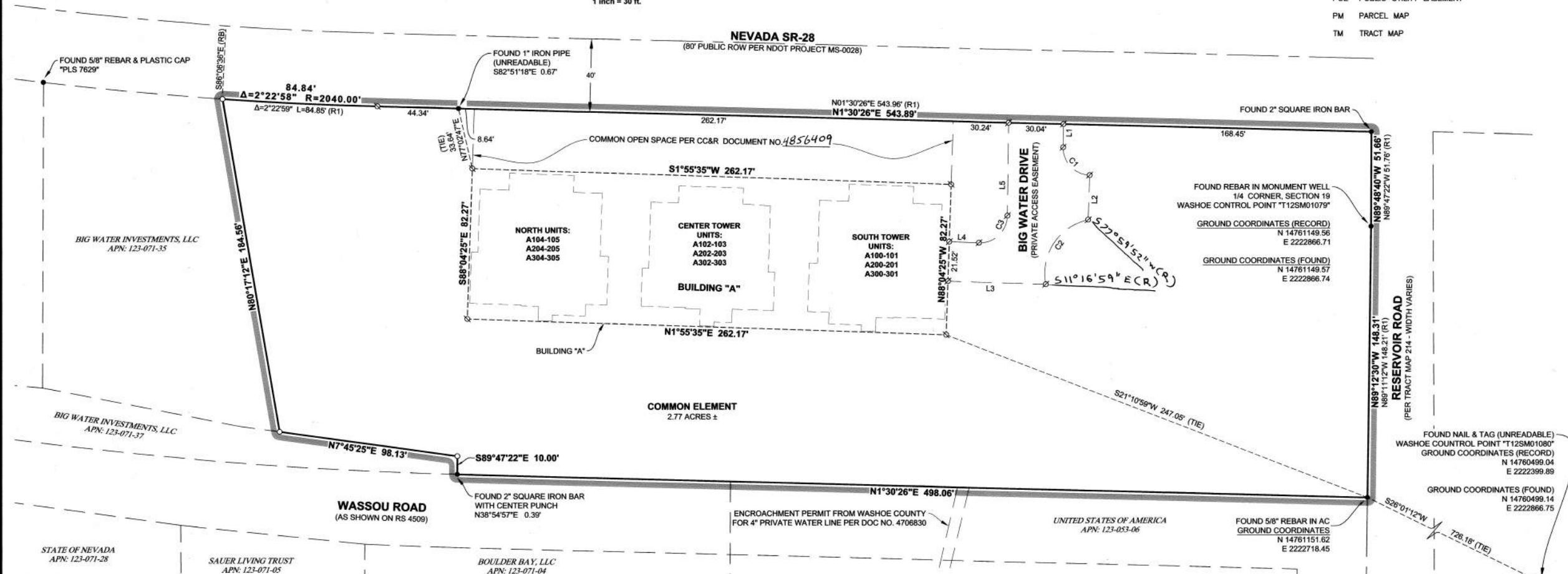
- RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT NO. 4509 FOR SIERRA PARK, LLC, RECORDED DECEMBER 21, 2004 AS DOCUMENT NO. 3146107, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.
- ARCHITECTURAL PLANS OF "BOULDER BAY BLDG A", PREPARED BY OZ ARCHITECTURAL.



Line #/Curve #	Length	Direction/Delta	Radius
C1	23.29	88°58'16"	15.00
C2	46.75	89°16'51"	30.00
C3	23.87	91°10'07"	15.00
L1	12.73	N89°05'57"W	
L2	24.38	N88°04'12"W	
L3	53.51	N1°55'47"E	
L4	16.27	S1°55'48"W	
L5	50.79	S89°14'20"E	

**LEGEND**

- SET 5/8" REBAR & CAP OR NAIL & WASHER "PLS 20461"
- ⊗ DIMENSION POINT, NOTHING FOUND OR SET
- FOUND MONUMENT AS NOTED
- △ GPS CONTROL POINT
- ( ) RECORD MEASUREMENT
- (R1) REFERENCE NUMBER
- (RB) RADIAL BEARING
- APN ASSESSOR PARCEL NUMBER
- CA COMMON AREA
- CATV CABLE TELEVISION
- LCA LIMITED COMMON AREA
- PUE PUBLIC UTILITY EASEMENT
- PM PARCEL MAP
- TM TRACT MAP



**NOTES**

- THE COMMON ELEMENT (CE) IS THE ENTIRE SUBDIVISION SHOWN HEREON INCLUDING ALL LAND BENEATH EXCLUDING ALL UNITS AND PARCELS, BUT INCLUDING ALL LIMITED COMMON ELEMENTS (LCE). ALL COMMON ELEMENTS SHALL BE PRIVATELY MAINTAINED AND PERPETUALLY FUNDED BY THE HOMEOWNERS ASSOCIATION. THE TERM COMMON ELEMENT IS SYNONYMOUS WITH "COMMON AREA" AS DEFINED IN NRS 117.010.
- EXCEPT WHERE OTHERWISE NOTED, SANITARY SEWER AND STORM WATER DRAINAGE FACILITIES ARE PRIVATELY MAINTAINED AND PERPETUALLY FUNDED BY THE OWNER(S) OF THE COMMON ELEMENT.
- THE HORIZONTAL LOTTED AREAS SHOWN HEREON COMPRISE DIMENSIONS TO FRONT FACE OF STUD. THE VERTICAL LOTTED AREAS ARE COMPRISED OF DIMENSIONS FROM FINISHED FLOOR (SLAB OF CONCRETE OR SUB-FLOORING) TO THE BOTTOM OF THE STUD FACE OF THE CEILING IMMEDIATELY ABOVE. THE HORIZONTAL AND VERTICAL LOTTED AREAS ARE BASED ON THE ARCHITECTURAL PLANS PREPARED BY OZ ARCHITECTURE. THE PHYSICAL BOUNDARIES OF EACH LOT SHALL INCLUDE ALL INTERNAL LIVING SPACE, AS STATED IN NRS 116. THE LOTTED AREAS INCLUDE THE MAIN LIVING AREA AND LOFT (IF APPLICABLE). THE BALANCE OF THE BUILDING, AND THE GROUND BENEATH, ARE TO BE OWNED AND MAINTAINED BY THE OWNER(S) OF THE COMMON ELEMENT.
- A BLANKET EASEMENT IS HEREBY GRANTED OVER THE COMMON ELEMENT FOR ACCESS TO EACH UNIT. VEHICLE ACCESS AND PARKING SHALL BE LIMITED TO PAVED AREAS FOR THOSE PURPOSES.
- IN THE EVENT THAT ANY PARTY WALL OR INTERIOR WALL IS NOT CONSTRUCTED EXACTLY ON THE PROPERTY LINE, THE OWNERS AFFECTED SHALL ACCEPT THE CONSTRUCTED WALL AS THE PROPERTY LINE.
- A SURFACE FLOW DRAINAGE EASEMENT FOR THE PASSAGE OF STORM WATERS IS HEREBY GRANTED TO WASHOE COUNTY OVER THE COMMON ELEMENTS SHOWN HEREON.
- INTERIOR UNIT BOUNDARIES ARE 90 DEGREE ANGLE.
- WASHOE COUNTY WILL PRE-ASSIGN ADDRESSES TO BE RELEASED ONCE AN ASSESSOR'S PARCEL NUMBER HAS BEEN ESTABLISHED. IF STRUCTURE PLACEMENT DOES NOT REFLECT THE STREET ON WHICH THE PRE-ASSIGNED ADDRESS IS ISSUED, THE DEVELOPER WILL REQUEST A NEW ADDRESS PRIOR TO ISSUANCE OF A BUILDING PERMIT

**NOTES (CONTINUED)**

- A 10 FOOT PUBLIC UTILITY, TRAFFIC CONTROL SIGNAGE, PLOWED SNOW STORAGE AND SIDEWALK EASEMENT SHALL BE LOCATED ALONG ALL STREET RIGHTS-OF-WAY. THE 10 FOOT PLOWED SNOW STORAGE EASEMENT IS FOR PLOWED SNOW FROM THE STREET RIGHT-OF-WAY ONLY. IN ADDITION, A 5 FOOT PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT SHALL BE LOCATED ALONG ALL SIDE AND REAR LOT LINES. ALL PUBLIC UTILITY EASEMENTS INCLUDE CABLE TELEVISION.
- A PUBLIC UTILITY EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY SERVICE FACILITIES TO THAT PARCEL AND THE EXCLUSIVE RIGHT TO EXIT THAT PARCEL WITH SAID UTILITY FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD AT THAT TIME, AND THE UTILITY COMPANY.
- THE OWNERS HEREBY GRANT TO ALL PUBLIC UTILITIES, CABLE TV, AND WASHOE COUNTY A BLANKET EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND USE OF DRAINAGE AND UTILITY SYSTEMS, TOGETHER WITH THE RIGHT OF ACCESS THERETO FOREVER OVER ALL COMMON ELEMENTS AS SHOWN HEREON.
- A 10' WIDE EASEMENT FOR OPERATION AND MAINTENANCE OF A NATURAL GAS PIPELINE "LYING 5' ON EACH SIDE OF THE CENTERLINE OF THE NATURAL GAS PIPELINE" WAS GRANTED TO SOUTHWEST GAS CORPORATION, RECORDED SEPTEMBER 13, 2017 AS DOCUMENT NO. 4744049, OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA. PRECISE LOCATION OF SAID EASEMENT IS UNKNOWN AND NOT PLOTTED HEREON.
- A BLANKET EASEMENT FOR ELECTRICAL FACILITIES WAS GRANTED TO NV ENERGY PER DOCUMENT NO. 4746800. PER SAID DOCUMENT "EASEMENT AREA SHALL BE REDUCED TO AN AREA 10 (TEN) FEET IN WIDTH, BEING FIVE (5) FEET ON EACH SIDE OF THE CENTERLINE OF THE UNDERGROUND FACILITIES AFTER SAME ARE INSTALLED..."
- THE LAND SHOWN HEREON LIES IN FEMA FLOOD ZONE "X" PER FIRM MAP PANEL 32031C400G, REVISED MARCH 16, 2009.
- NO HABITABLE STRUCTURES SHALL BE LOCATED ON A FAULT THAT HAS BEEN ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGICAL TIME.

**NOTES (CONTINUED)**

- SHOULD ANY CAIRN OR GRAVE OF A NATIVE AMERICAN BE DISCOVERED DURING SITE DEVELOPMENT, WORK SHALL TEMPORARILY BE HALTED AT THE SPECIFIC SITE AND THE SHERIFF'S OFFICE AS WELL AS THE STATE HISTORIC PRESERVATION OFFICE OF THE DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES SHALL BE IMMEDIATELY NOTIFIED PER NRS 383.170.
- ALL PROPERTIES, REGARDLESS IF THEY ARE LOCATED WITHIN OR OUTSIDE OF A FEMA DESIGNATED FLOOD ZONE, MAY BE SUBJECT TO FLOODING. THE PROPERTY OWNER IS REQUIRED TO MAINTAIN ALL DRAINAGE EASEMENTS AND NATURAL DRAINAGES AND NOT PERFORM OR ALLOW UNPERMITTED AND UNAPPROVED MODIFICATIONS TO THE PROPERTY THAT MAY HAVE DETRIMENTAL IMPACTS TO SURROUNDING PROPERTIES.

COMPUTATIONAL INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

5287A

PROFESSIONAL SEAL

KEVIN L. GERMAN  
No. 2046  
EXP. 08-30-19

COMMON OPEN SPACE CONDOMINIUM TRACT MAP OF  
**GRANITE PLACE**  
LYING WITHIN THE SOUTHEAST 1/4 OF T16N, R18E, SEC 19, M.D.M.  
A DIVISION OF PARCEL 1 OF DEED DOCUMENT NO. 4446494

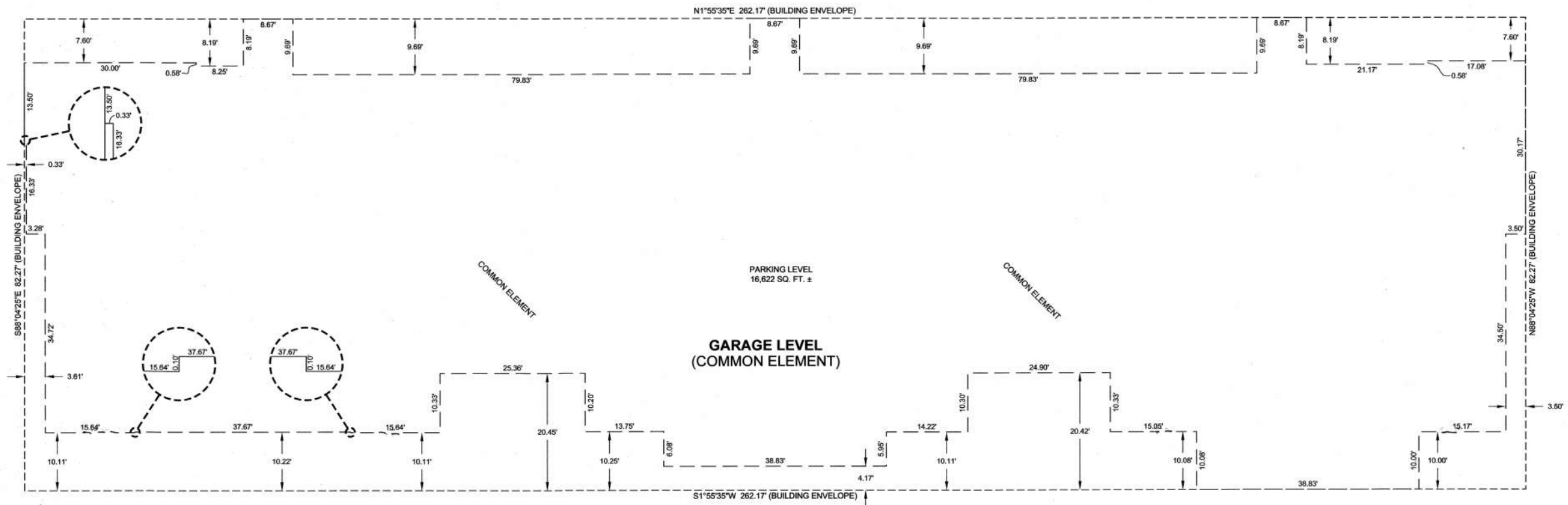
WASHOE COUNTY NEVADA

**CFA, INC.**  
LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS  
1150 CORPORATE BOULEVARD - RENO, NEVADA 89502  
775-856-1150 MAIN - 775-856-1160 FAX - CFARENOCOM

JOB NO. 17-042.04  
DRAWN BY DS  
CHECKED BY KLG  
DATE MAY 2018  
SHEET 2 OF 8

COMPUTATIONAL INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

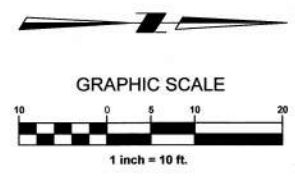
5287B



NOTE: ALL UNIT, LCE AND GARAGE BOUNDARY LINES ARE AT 90 DEGREE ANGLES AND PARALLEL OR PERPENDICULAR TO THE BUILDING ENVELOPE.

UNIT AREAS (SQ. FT. ±)						
UNIT #	MAIN LIVING AREA	LOFT	TOTAL LIVING AREA	MAIN BALCONY*	LOFT BALCONY*	PATIO*
A100	2,078	N/A	2078	216	N/A	54
A101	1,874	N/A	1874	216	N/A	N/A
A102	1,762	N/A	1762	216	N/A	N/A
A103	1,762	N/A	1762	216	N/A	33
A104	1,874	N/A	1874	216	N/A	N/A
A105	2,078	N/A	2078	216	N/A	54
A200	2078	N/A	2078	216	N/A	N/A
A201	1874	N/A	1874	216	N/A	N/A
A202	1,762	N/A	1762	216	N/A	N/A
A203	1,762	N/A	1762	216	N/A	N/A
A204	1,874	N/A	1874	216	N/A	N/A
A205	2,078	N/A	2078	216	N/A	N/A
A300	1,961	757	2,718	333	131	N/A
A301	1,757	675	2,432	333	96	N/A
A302	1,641	N/A	1641	338	N/A	N/A
A303	1,641	N/A	1641	338	N/A	N/A
A304	1,757	675	2,432	333	96	N/A
A305	1,961	757	2,718	333	131	N/A

\* LIMITED COMMON ELEMENT



5287B

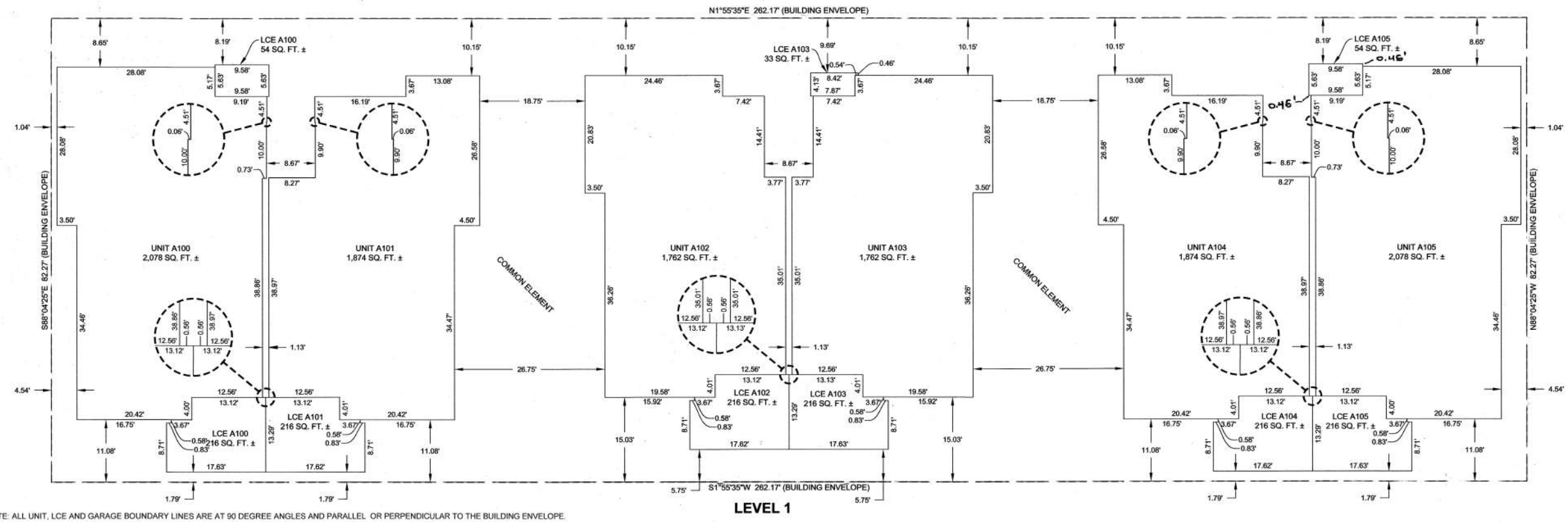
PRELIMINARY INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

PRELIMINARY INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

PROFESSIONAL SEAL KEVIN L. GERMAN No. 20461 EXP. 06-30-19	COMMON OPEN SPACE CONDOMINIUM TRACT MAP OF <b>GRANITE PLACE</b> LYING WITHIN THE SOUTHEAST 1/4 OF T16N, R18E, SEC 19, M.D.M. A DIVISION OF PARCEL 1 OF DEED DOCUMENT NO. 4446494	
	WASHOE COUNTY NEVADA	JOB NO. 17-042.04 DRAWN BY DS CHECKED BY KLG DATE MAY 2018 SHEET 3 OF 8
cfa CFA, INC. LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502 775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM	8-13-18	

X:\PROJECTS\17042.04\DWG\SURV\1-IMP-Boulder-Bay-Bldg-A.DWG «SICHEBER» 8/3/2018 12:32 PM

5287C

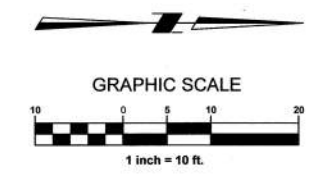


NOTE: ALL UNIT, LCE AND GARAGE BOUNDARY LINES ARE AT 90 DEGREE ANGLES AND PARALLEL OR PERPENDICULAR TO THE BUILDING ENVELOPE.

LEVEL 1

UNIT AREAS (SQ. FT. ±)						
UNIT #	MAIN LIVING AREA	LOFT	TOTAL LIVING AREA	MAIN BALCONY*	LOFT BALCONY*	PATIO*
A100	2,078	N/A	2078	216	N/A	54
A101	1,874	N/A	1874	216	N/A	N/A
A102	1,762	N/A	1762	216	N/A	N/A
A103	1,762	N/A	1762	216	N/A	33
A104	1,874	N/A	1874	216	N/A	N/A
A105	2,078	N/A	2078	216	N/A	54
A200	2,078	N/A	2078	216	N/A	N/A
A201	1,874	N/A	1874	216	N/A	N/A
A202	1,762	N/A	1762	216	N/A	N/A
A203	1,762	N/A	1762	216	N/A	N/A
A204	1,874	N/A	1874	216	N/A	N/A
A205	2,078	N/A	2078	216	N/A	N/A
A300	1,961	757	2,718	333	131	N/A
A301	1,757	675	2,432	333	96	N/A
A302	1,641	N/A	1641	338	N/A	N/A
A303	1,641	N/A	1641	338	N/A	N/A
A304	1,757	675	2,432	333	96	N/A
A305	1,961	757	2,718	333	131	N/A

\* LIMITED COMMON ELEMENT



5287C

CALCULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

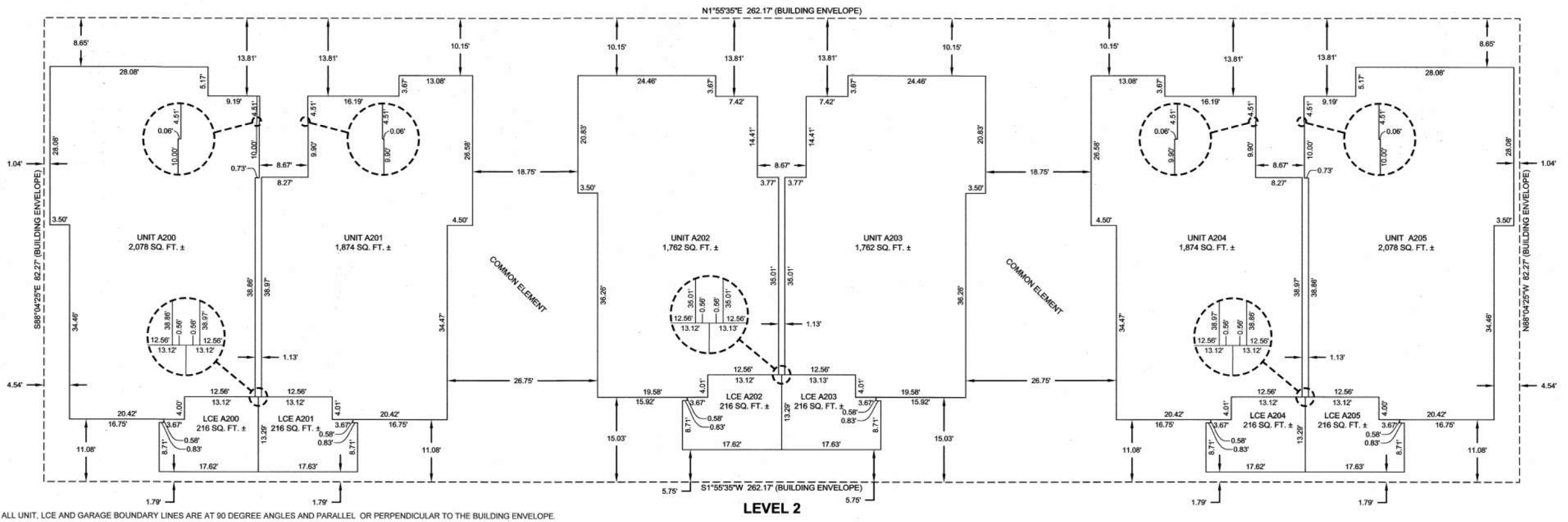
4856410

X:\PROJECTS\17042.04\DWG\SURV\TMAP-BOULDER-BAY-BLDG-ADWG.dwg 8/3/2018 12:34 PM

PROFESSIONAL SEAL  KEVIN L. GERMAN No. 20461 EXP. 06-30-19 3-13-18	COMMON OPEN SPACE CONDOMINIUM TRACT MAP OF <b>GRANITE PLACE</b> LYING WITHIN THE SOUTHEAST 1/4 OF T16N, R18E, SEC 19, M.D.M. A DIVISION OF PARCEL 1 OF DEED DOCUMENT NO. 4446494	
	WASHOE COUNTY NEVADA	JOB NO. 17-042.04 DRAWN BY DS CHECKED BY KLG DATE MAY 2018 SHEET 4 OF 8
CFA, INC. LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502 775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM		

CALCULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

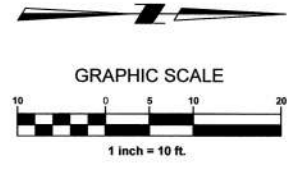
52870



NOTE: ALL UNIT, LCE AND GARAGE BOUNDARY LINES ARE AT 90 DEGREE ANGLES AND PARALLEL OR PERPENDICULAR TO THE BUILDING ENVELOPE.

UNIT AREAS (SQ. FT. ±)						
UNIT #	MAIN LIVING AREA	LOFT	TOTAL LIVING AREA	MAIN BALCONY*	LOFT BALCONY*	PATIO*
A100	2,078	N/A	2078	216	N/A	54
A101	1,874	N/A	1874	216	N/A	N/A
A102	1,762	N/A	1762	216	N/A	N/A
A103	1,762	N/A	1762	216	N/A	33
A104	1,874	N/A	1874	216	N/A	N/A
A105	2,078	N/A	2078	216	N/A	54
A200	2,078	N/A	2078	216	N/A	N/A
A201	1,874	N/A	1874	216	N/A	N/A
A202	1,762	N/A	1762	216	N/A	N/A
A203	1,762	N/A	1762	216	N/A	N/A
A204	1,874	N/A	1874	216	N/A	N/A
A205	2,078	N/A	2078	216	N/A	N/A
A300	1,961	757	2,718	333	131	N/A
A301	1,757	675	2,432	333	96	N/A
A302	1,641	N/A	1641	338	N/A	N/A
A303	1,641	N/A	1641	338	N/A	N/A
A304	1,757	675	2,432	333	96	N/A
A305	1,961	757	2,718	333	131	N/A

\* LIMITED COMMON ELEMENT



CUMULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

52870

CUMULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

PROFESSIONAL SEAL  Kevin L. Gorman 3-13-18	COMMON OPEN SPACE CONDOMINIUM TRACT MAP OF <b>GRANITE PLACE</b> LYING WITHIN THE SOUTHEAST 1/4 OF T16N, R18E, SEC 19, M.D.M. A DIVISION OF PARCEL 1 OF DEED DOCUMENT NO. 4448494	
	WASHOE COUNTY NEVADA	JOB NO. 17-042.04 DRAWN BY DS CHECKED BY KLG DATE MAY 2018 SHEET 5 OF 8

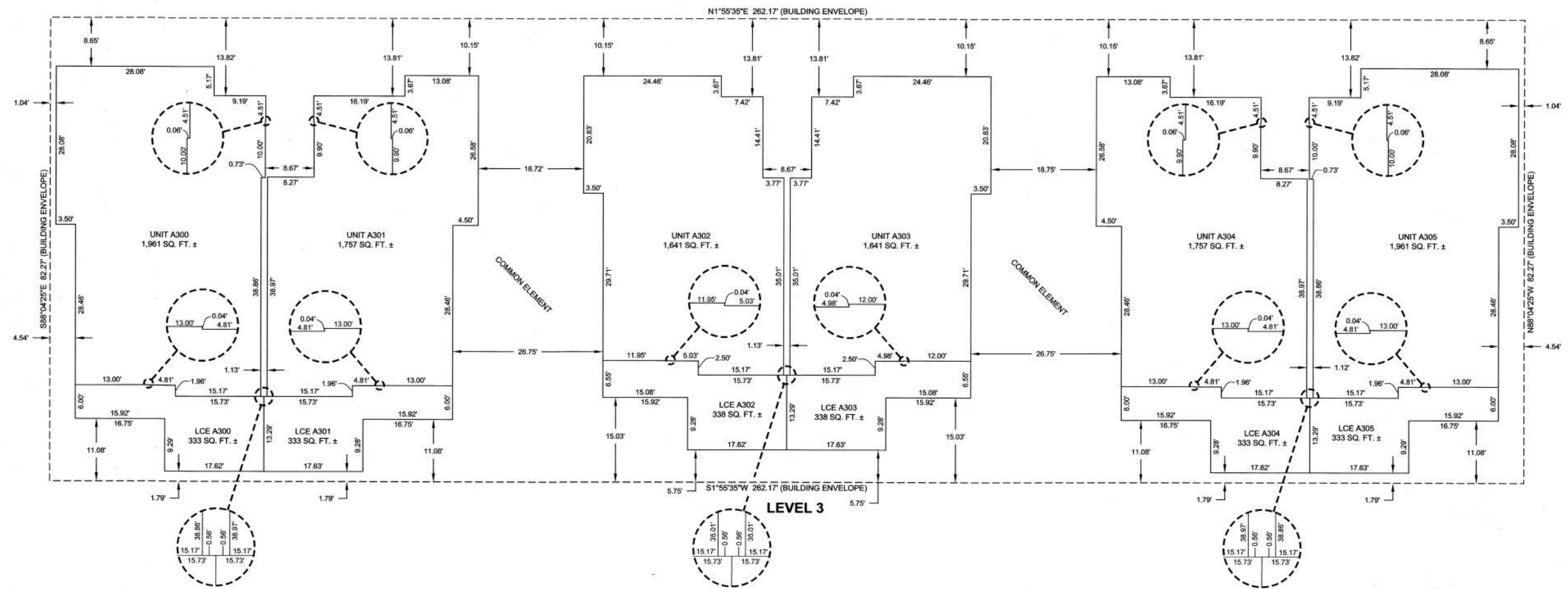
CFA, INC.  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 LAND USE PLANNERS  
 1150 CORPORATE BOULEVARD • BEND, NEVADA 89502  
 775-856-1150 MAIN • 775-856-1160 FAX • CFA@CFAINC.COM

4856410

X:\PROJECTS\17042.04\DWG\SURV-V-TMAP-BOULDER-BAY-BLDG-A.DWG <DSCHERER> 8/3/2018 12:34 PM

Condominium Tract Map 52870

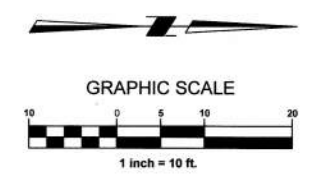
5287E



NOTE: ALL UNIT, LCE AND GARAGE BOUNDARY LINES ARE AT 90 DEGREE ANGLES AND PARALLEL OR PERPENDICULAR TO THE BUILDING ENVELOPE.

UNIT AREAS (SQ. FT. ±)						
UNIT #	MAIN LIVING AREA	LOFT	TOTAL LIVING AREA	MAIN BALCONY*	LOFT BALCONY*	PATIO*
A100	2,078	N/A	2078	216	N/A	54
A101	1,874	N/A	1874	216	N/A	N/A
A102	1,782	N/A	1782	216	N/A	N/A
A103	1,782	N/A	1782	216	N/A	33
A104	1,874	N/A	1874	216	N/A	N/A
A105	2,078	N/A	2078	216	N/A	54
A200	2078	N/A	2078	216	N/A	N/A
A201	1874	N/A	1874	216	N/A	N/A
A202	1,782	N/A	1782	216	N/A	N/A
A203	1,782	N/A	1782	216	N/A	N/A
A204	1,874	N/A	1874	216	N/A	N/A
A205	2,078	N/A	2078	216	N/A	N/A
A300	1,961	757	2,718	333	131	N/A
A301	1,757	875	2,432	333	96	N/A
A302	1,641	N/A	1641	338	N/A	N/A
A303	1,641	N/A	1641	338	N/A	N/A
A304	1,757	675	2,432	333	96	N/A
A305	1,961	757	2,718	333	131	N/A

\* LIMITED COMMON ELEMENT



CALCULATED AREAS SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

4856410

X:\PROJECTS\17042.04\DWG\SURV-V-TMAP-BOULDER-BAY-BLDG-A.DWG <DSCHERER> 8/3/2018 1:36 PM

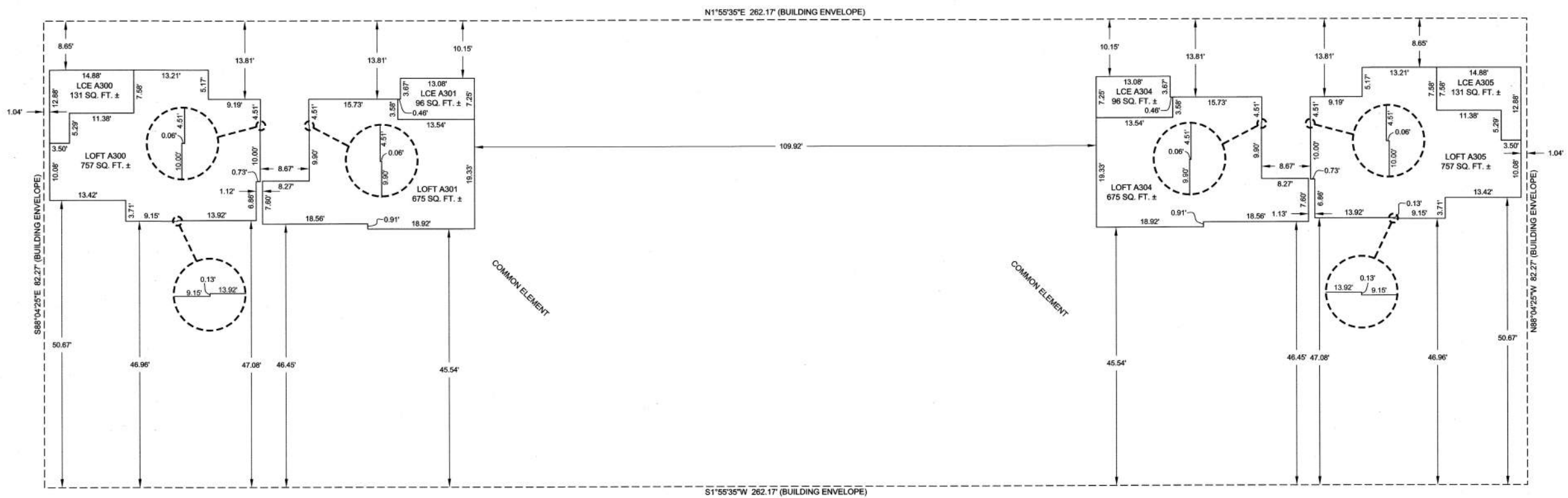
PROFESSIONAL SEAL  KEVIN L. GERMAN EXP. 06-30-19 8-13-18	COMMON OPEN SPACE CONDOMINIUM TRACT MAP OF <b>GRANITE PLACE</b> LYING WITHIN THE SOUTHEAST 1/4 OF T16N, R18E, SEC 19, M.D.M. A DIVISION OF PARCEL 1 OF DEED DOCUMENT NO. 4446494 WASHOE COUNTY, NEVADA	
	JOB NO. 17-042.04 DRAWN BY DS CHECKED BY KLG DATE MAY 2018 SHEET 6 OF 8	 <b>CFA, INC.</b> LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502 775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM

5287E

CALCULATED AREAS SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP



5287F

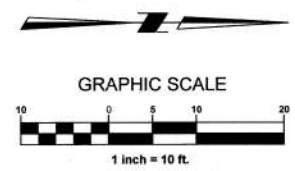


NOTE: ALL UNIT, LCE AND GARAGE BOUNDARY LINES ARE AT 90 DEGREE ANGLES AND PARALLEL OR PERPENDICULAR TO THE BUILDING ENVELOPE

LEVEL 4 LOFT

UNIT AREAS (SQ. FT. ±)						
UNIT #	MAIN LIVING AREA	LOFT	TOTAL LIVING AREA	MAIN BALCONY*	LOFT BALCONY*	PATIO*
A100	2,078	N/A	2078	216	N/A	54
A101	1,874	N/A	1874	216	N/A	N/A
A102	1,762	N/A	1762	216	N/A	N/A
A103	1,762	N/A	1762	216	N/A	33
A104	1,874	N/A	1874	216	N/A	N/A
A105	2,078	N/A	2078	216	N/A	54
A200	2078	N/A	2078	216	N/A	N/A
A201	1874	N/A	1874	216	N/A	N/A
A202	1,762	N/A	1762	216	N/A	N/A
A203	1,762	N/A	1762	216	N/A	N/A
A204	1,874	N/A	1874	216	N/A	N/A
A205	2,078	N/A	2078	216	N/A	N/A
A300	1,961	757	2,718	333	131	N/A
A301	1,757	675	2,432	333	96	N/A
A302	1,641	N/A	1641	338	N/A	N/A
A303	1,641	N/A	1641	338	N/A	N/A
A304	1,757	675	2,432	333	96	N/A
A305	1,961	757	2,718	333	131	N/A

\* LIMITED COMMON ELEMENT



CALCULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

4856410

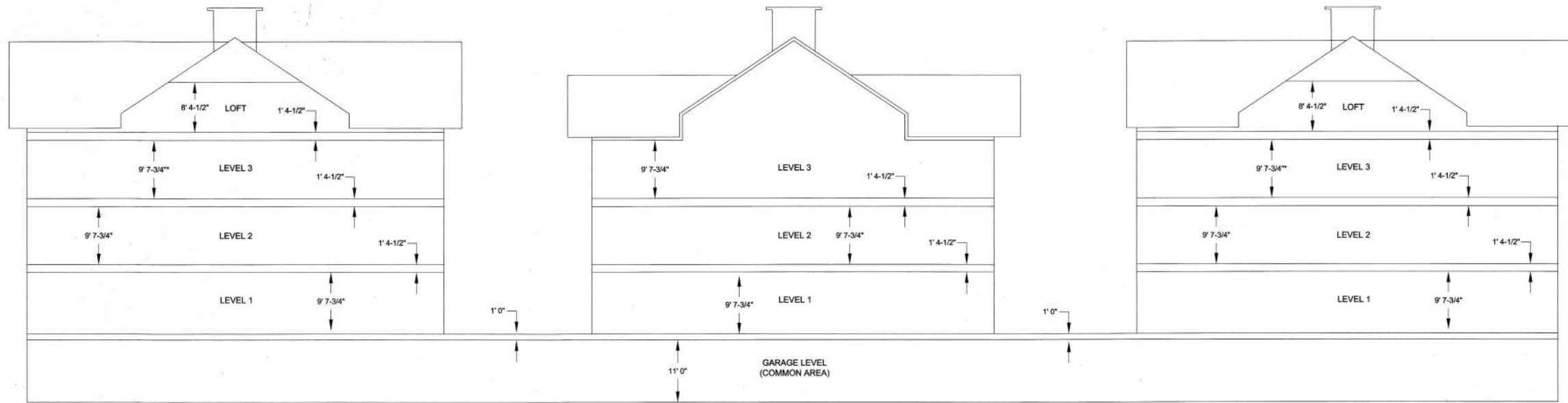
X:\PROJECTS\17042.04\DWG\SURV-V-TMAP-BOLDER-BAY-BLDG-A.DWG (DSCHERER) 8/3/2018 1:37 PM

PROFESSIONAL SEAL 	COMMON OPEN SPACE CONDOMINIUM TRACT MAP OF <b>GRANITE PLACE</b> LYING WITHIN THE SOUTHEAST 1/4 OF T16N, R18E, SEC 19, M.D.M. A DIVISION OF PARCEL 1 OF DEED DOCUMENT NO. 4446494 WASHOE COUNTY NEVADA	
	JOB NO. 17-042.04 DRAWN BY DS CHECKED BY KLG DATE MAY 2018 SHEET 7 OF 8	CFA, INC. LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502 775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM

5287F

CALCULATIVE INDEXES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

52876

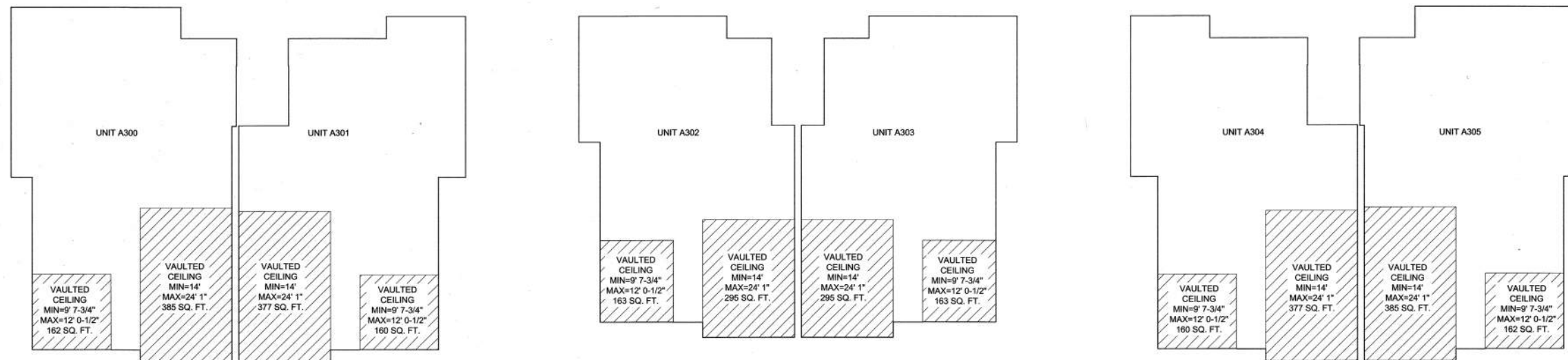


SOUTH TOWER

CENTRAL TOWER

NORTH TOWER

**AIRSPACE EXHIBIT**



**VAULTED CEILING EXHIBIT**

LEVEL 3

52876

PRELIMINARY INDICES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

PRELIMINARY INDICES SHOULD BE EXAMINED FOR ANY SUBSEQUENT CHANGES TO THIS MAP

PROFESSIONAL SEAL  KEVIN L. GERMAN EXP. 06-30-19	COMMON OPEN SPACE CONDOMINIUM TRACT MAP OF <b>GRANITE PLACE</b> LYING WITHIN THE SOUTHEAST 1/4 OF T16N, R18E, SEC 19, M.D.M. A DIVISION OF PARCEL 1 OF DEED DOCUMENT NO. 4446494	
	WASHOE COUNTY NEVADA	JOB NO. 17-042.04 DRAWN BY DS CHECKED BY KLG DATE MAY 2018 SHEET 8 OF 8
CFA, INC. LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1150 CORPORATE BOULEVARD - RENO, NEVADA 89502 775-856-1150 MAIN - 775-856-1160 FAX - CFARENO.COM		

X:\PROJECTS\17042.04\DWG\SURV-V-TMAP-BOULDER-BAY-BLDG-ADWG.dwg 8/3/2018 12:43 PM

Condominium Tract Map 52876

**TAB G**

**DOC # 4856409**

10/05/2018 12:03:20 PM

Requested By

**BIG WATER INVESTMENTS LLC**

Washoe County Recorder

Lawrence R. Burtness - Recorder

Fee: \$41.00 RPTT: \$0.00

Page 1 of 81

APN: 123-071-34

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

JOAN C. WRIGHT, ESQ.  
ALLISON MacKENZIE, LTD.  
402 North Division Street  
P.O. Box 646  
Carson City, NV 89702



SPACE ABOVE THIS LINE RESERVED FOR  
RECORDER'S USE

■The party executing this document hereby affirms  
that this document submitted for recording does  
not contain the social security number of any  
person or persons pursuant to NRS 339B.030

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
GRANITE PLACE**

**Section 1.11. “Common Area” or “Common Elements”** means any real estate and the improvements thereon within the Property other than a Unit designated as Common Area, Common Element or Limited Common Area or Limited Common Element on the Map and including Common Facilities as defined herein, which area will be reduced upon recordation of the Common Area Open Space Merger and Resubdivision Map, defined in Section 1.13, below.

**Section 1.12 “Common Area Open Space”** means those portions of the Common Area that are described in the metes and bounds and map attached hereto as Exhibit B.

**Section 1.13. “Common Area Open Space Merger and Resubdivision Map”** means the Common Area Open Space Merger and Resubdivision Map, which shall be recorded after withdrawal of Common Area Open Space by the Declarant in order to result in the Property consisting of a single parcel at least 1.25 acres in size, generally as shown on Exhibit “C” hereto, and the legal description for which shall be provided in the recorded Common Area Open Space Merger and Resubdivision Parcel Map.

**Section 1.14. “Common Expense”** means any use of common funds authorized hereby and includes, without limitation: (a) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, insurance, operation, repairs, additions, alterations or reconstruction of the Common Elements, Common Facilities, or any portion of any Unit that the Association is obligated to maintain or repair; (b) all expenses or charges reasonably incurred to procure insurance for the protection of the Association and its Board; (c) any amounts reasonably necessary for reserves for maintenance, repair and replacement of the Common Elements and Common Facilities or any portion of any Unit that the Association is obligated to maintain or replace, and for nonpayment of any Assessments; (d) the use of such funds to defray the costs and expenses incurred by the Association in the performance of its functions or in the proper discharge of the responsibilities of the Board as provided in the Governing Documents; (e) contractual obligations of the Association; and (f) all expenses or charges incurred by or on behalf of the Association for the management, maintenance, administration, experts, professional services, insurance, operation, repairs, additions, alterations or reconstruction as may be required by this Declaration and/or Chapter 116.

**Section 1.15. “Common Facilities”** means drives, walkways, parking areas, sewer, water, gas, television and telephone services, landscaping, fences, utility lines, pipes, spa, spa equipment, decking, irrigation systems, keycard systems, security systems, fire suppression systems, elevators, exterior and common area lighting fixtures, BBQ areas, auto detailing space, electric charging areas, personal property and other operational facilities or improvements defined herein constructed or installed, to be constructed or installed, or currently located within the Common Areas and owned by the Association.

**Section 1.16. “Design Standards”** means the Design Standards established by the Board pursuant hereto.

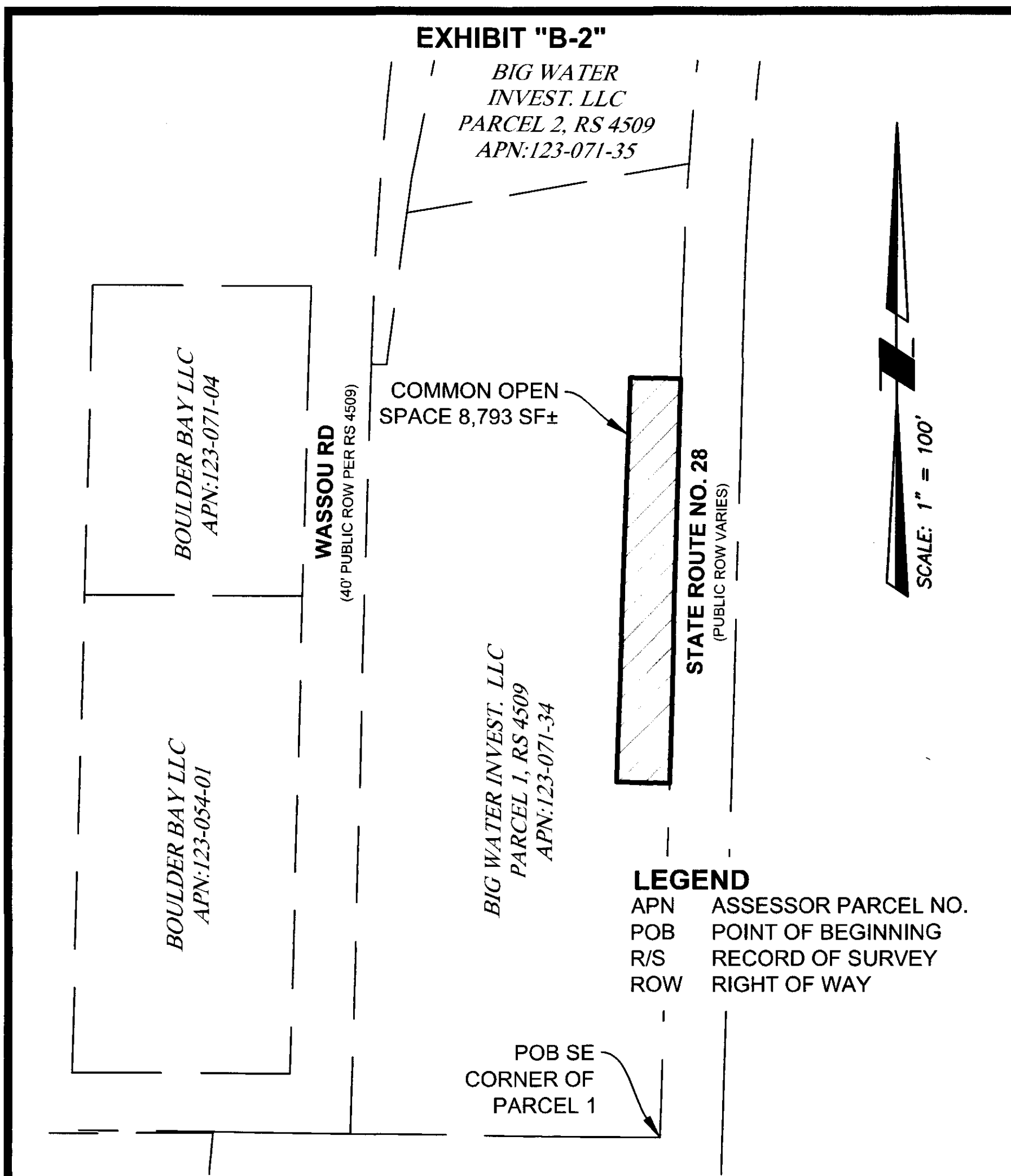
**Section 1.17. “Director”** means a member of the Association’s Board of Directors.

- (d) Withdraw real estate from the Property;
- (e) Complete improvements indicated on the Map and/or in this Declaration;
- (f) Exercise any development right under the Master Plan governing the Property;
- (g) Maintain sales offices, management offices, signs advertising the Property, and models;
- (h) Grant and use easements through the Common Area and/or Common Area Open Space for the purpose of making improvements within the Property or within the real estate which may be added to the Property or in favor of real estate adjacent to the Property owned or controlled by the principals of Declarant;
- (i) Make the Property and the Association subject to a master association;
- (j) Merge or consolidate the Property and the Association with another common-interest community of the same form of ownership; and
- (k) Appoint or remove any officer of the Association or any master association or any member of an executive board during any period of Declarant's control.

**Section 7.6. Common Area Open Space Merger and Resubdivision Parcel Map.** In accordance with the power granted to Declarant in Section 7.5(d), above, Declarant may withdraw Common Area Open Space from the Property by recording a Common Area Open Space Merger and Resubdivision Parcel Map, which is subject to approval by Washoe County, or by other such methods as prescribed by Washoe County in order to effect the withdrawal of Common Area Open Space, which shall result in the Property consisting of a single parcel at least 1.25 acres in size, generally as shown on Exhibit "C", and the legal description for which shall be provided in the recorded Common Area Open Space Merger and Resubdivision Parcel Map, or by any other method required by Washoe County. The common area shall not be further subdivided or developed with a primary use without TRPA's prior review and approval, and the common area does not contain a development right as that phrase is defined by TRPA.

## ARTICLE 8: DESIGN REVIEW.

**Section 8.1. Improvements Generally & Approval by Board.** No Improvement of any kind may be commenced, erected or maintained within the Property, nor may any addition to or change or alteration be made in or to the exterior of any Unit or which would affect the structural integrity of any Unit, or which would affect the common utility services or installations until plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of the same will have been submitted to and approved in writing by the Board as to quality of workmanship and materials,



X:\PROJECTS\17042.02\DWG\SURV\V-EXHB-COMMON-OPEN-SPACE.DWG <KGERMAN> 8/1/2018 2:17 PM



EXHIBIT TO ACCOMPANY A LEGAL DESCRIPTION

FOR

**COMMON OPEN SPACE**

LYING WITHIN THE SE 1/4 SEC 19, T16N, R18E, MDM  
INCLINE VILLAGE WASHOE COUNTY NEVADA

**LAND SURVEYORS  
CIVIL ENGINEERS  
LAND USE PLANNERS**  
1150 CORPORATE BOULEVARD  
RENO, NEVADA 89502  
775-856-1150 MAIN • CFARENO.COM

SHEET **1** / OF **1**

