

INTRODUCTION

Welcome to the Wyeth Ranch Community Association (the “Association” or “Community”). These Architectural Guidelines provide design criteria that have been established by the Board of Directors to protect and maintain the long-term quality and value of the Community. Accordingly, the criteria contained herein shall apply to all construction within the Community including, but not limited to, structures, paving, landscaping, utilities and other site amenity features.

These Guidelines are intended to provide Owners and their builders, architects, civil engineers, landscape designers, and other service professionals an overall direction in the design process. The Architectural Review Committee (the “ARC”) will review all applications, and make recommendations to the Board for approval or denial of the application before the commencement of an Improvement, but the ARC does not seek to restrict individual creativity or personal preference; rather, the purpose of the ARC is to ensure a continuity of design throughout the Community. It is the opinion of the Board of Directors that continuity of design will preserve and improve the appearance of the Community as well as the property values therein. Therefore, architectural applications may reflect a certain level of flexibility, provided that the overall intent of these Guidelines is preserved.

The Board of directors (the “Board”) reserves the right to change these Guidelines at any time with adequate notice. The criteria contained in these Guidelines are subject to interpretation by the ARC. The ARC, through the Board, may amend or augment these criteria to meet specific site or functional requirements of each property within the Community.

Unless otherwise stated, all capitalized terms, used herein, shall be defined as set forth in the Governing Documents.

Please note that all Improvements within the Community require review and approval by the Association as well as approval by Clark County, when required.

These Guidelines supplement the following documents, which must also be consulted during the design and construction of an Improvement:

1. Clark County Building Codes and any necessary permit requirements
2. The Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements;
3. Applicable Supplemental Declarations and any Amendments thereto;
4. The Rules and Regulations of the Wyeth Ranch Community Association;
5. All other Governing Documents of the Association

ARTICLE I

PROCESS FOR REVIEW

1.1 Application for Approval: Prior to the commencement of any work on any Improvement, an “Application for Approval” of such work must be submitted by the Owner to the management company. No Owner shall commence any work prior to receipt of approval from the ARC or the Board, unless a specific exemption for approval is contained within these Guidelines.

1.2 Contents: The Application for Approval must include:

- (a) The Application Checklist, which must be completed and signed. A copy of which is attached hereto as Exhibit “A;”
- (b) All documents set forth on the Application Checklist including:
 - (i) The Submittal Form, which must be completed and signed. A copy of which is attached hereto as Exhibit “B;”
 - (ii) The Neighbor Awareness Form, which must be completed and signed. A copy of which is attached hereto as Exhibit “C;”
 - (iii) The Plans, sketches, pictures, and drawings setting forth the details of the Improvement;
 - (iv) Samples of the materials to be used, if appropriate, and

1.3 Patio Covers and Slabs, Pools, Decks, and Gazebos: If an Owner seeks approval for the installation of a patio cover or slab, pool, deck, and/or gazebo, Patio, Pool, Deck, and Gazebo Form must be included in the Application for Approval. The Form must be completed and signed. A copy of the Form is attached hereto as Exhibit “D.”

1.4 Refundable Damage Deposit: In some instances, the ARC may request that an Owner submit a refundable damage deposit prior to approval of the Application. The ARC has the authority to determine whether or not a damage deposit will be requested and the amount of the deposit.

- (a) If a deposit is required, the ARC will notify the Owner of such request within thirty (30) days of the date of the submission of the Application. At that point, the Application shall be temporarily denied pending submission of the deposit. Upon receipt of the requested damage deposit, the thirty (30) day time line for approval shall reset, and the Application may be approved.

(b) Upon submission of a Notice of Completion, an example of which is attached hereto as Exhibit "E," the ARC shall determine whether or not construction or installation of the Improvement caused any damage that should be corrected at the Owner's expense. If the Owner has not damaged any Common Element, Limited Common Element, or other property, then the damage deposit shall be returned to the Owner within sixty (60) days of receipt of the Notice of Completion.

1.5 Completion of Improvement: Upon completion of the Improvement, the Owner must complete, sign, and submit the Notice of Completion Form. A copy of the Completion Form is attached hereto as Exhibit "E."

1.6 Construction Timeline: The Submittal Form includes a request for the start date and completion date of the Improvement; not to exceed one hundred and eighty (180) days. If the construction schedule changes, a revised Submittal Form must be submitted to the ARC as soon as the Owner becomes aware of the construction schedule change. The ARC reserves the right to deny a request for alteration of previously approved construction schedules, which may subject an Owner to fines or sanctions if approved construction schedules are not followed.

1.7 Scope of Review: The ARC shall review and approve or disapprove all Applications for Approval submitted to it for any proposed Improvement within thirty (30) days of actual receipt of the Application for Approval. An Application is not deemed received until it is complete. The ARC will not review incomplete Applications.

1.8 Additional Information: The ARC may request any additional statements, drawings, plans, materials or other information it deems necessary during the review of an architectural request. If additional information is requested, the period of time given to the ARC to review plans is tolled pending submittal of the additional information.

1.9 Alterations to Plans: If an Improvement has been approved by the ARC and the project requires alterations or revisions, an amended Application for Approval must be submitted to the ARC and approved before such alterations or revisions may be commenced.

1.10 Remedies: The failure of an Owner to comply with the requirements of these Guidelines prior to the commencement of any work on any Improvement shall be deemed a violation of the Governing Documents of the Association. The ARC and the Board of Directors are authorized to take corrective action and to pursue sanctions and fines for such violations according to Nevada law.

1.11 Unapproved Work: If an Owner commences work on an Improvement prior to receipt of written approval and if the work would not have been approved by the ARC, the Board of Directors may require that the Improvement be modified or removed at the Owner's expense.

ARTICLE II LANDSCAPE REQUIREMENTS, CRITERIA, AND STANDARDS

2.1 Water District Standards: All plant materials used in landscape Improvements must be tolerant of the Las Vegas climate and must conform to the current standards set forth by the Las Vegas Valley Water District. The ARC disclaims all responsibility for ensuring conformance with the Las Vegas Valley Water District standards.

2.2 Landscape Themes: All landscape themes, whether desert scape, xeriscape, or grass, must conform to the general theme and design of the Community as a whole. Whether or not a landscape theme conforms to the Community is in the sole discretion of the Board and/or the ARC.

- (a) Rock: Decorative rock, gravel, or boulders in natural earth tones will be permitted. White, green, blue, and other non-earth tone colors will not be permitted if visible from the Common Elements or neighboring properties.
- (b) Plant Material: All plant material, including, but not limited to, trees, shrubs, and flowers, shall be nursery grown, free of disease, of good growing habit, and representing the best qualities of their species. Owners are encouraged not to request approval for plants known to have high allergen levels.
- (c) Grass: All grass must be fescue blend, hybridized Bermuda blend, or annual rye grass, developed for use in the desert. Bermuda grass is not permitted. Artificial turf and/or synthetic lawns will be considered and reviewed based on blade length, blade color, blade density, and quality.
- (d) Nuisance: Trees, vines, plants, and/or shrubs shall not be planted in a manner or located in a place that will interfere with or create a nuisance to neighboring properties upon maturity. Invasive root systems that cross property lines and disturb the structural integrity of walls and fences will be deemed a nuisance. Any Owner, who plants a tree or other plant material in a manner that becomes a nuisance to a neighboring property, will be responsible for the cost of removal of the tree or other plant material along with the cost of repair or replacement of any damaged wall.
- (e) Drainage: Landscaping should be planned and completed in a manner that ensures proper drainage in accordance with the Association site plans. Proper drainage is required to protect the applicable Unit, the Common Elements, and the surrounding properties from the accumulation of surface waters. Drainage patterns that were established at the time of construction of the residence shall not be disturbed.
 - (i) Any landscape plan that alters, interferes with, or damages a drainage pattern shall be corrected at the Owner's sole cost and expense. In addition, any damage to the Common Elements or the neighboring properties that occurs as a result of improper drainage shall be the responsibility of the party responsible for altering, interfering with, or damaging the drainage pattern.

(ii) The ARC will not permit plans that include depressed planter boxes or lowered landscape areas near foundations because such elements encourage the accumulation of surface waters.

ARTICLE III EXTERIOR LIGHTING

3.1 Standards: The use of exterior lighting should serve functional, safety, and aesthetic purposes. The use of exterior lighting that improves the look and feel of the Community is encouraged. Exterior lighting should enhance the environment.

3.2 Placement: Exterior lighting must be directed away from streets, sidewalks, Common Elements, and adjacent Units. All exterior lighting Improvements must provide for proper and adequate shielding of light rays so as to ensure that light is not visible from neighboring properties and does not create a nuisance to neighbors or the Community as a whole.

3.3 Submission Requirements: If an Owner submits and Application for Approval for the installation of exterior lighting, the application must include the exact placement and direction of the lighting, the type and color of the suggested fixtures, and the minimum to maximum range of wattage of lights to be used in each fixture.

3.4 Decorative Lighting: Exterior lighting will be considered decorative if it is placed in and on an Owner's Unit for the sole purpose of enhancing the look and feel of the Unit and it does not increase the safety of the Unit by protecting against trespassers and possible intruders. Such exterior lighting includes, but is not limited to, light fixtures used to frame garage doors, illuminate access doors, and/or accent landscape features.

(a) Decorative lights that are mounted higher than six (6) feet off the ground must always be adjusted to point down and away from any streets, sidewalks, adjacent Units, and Common Elements.

(b) Decorative lights must be low voltage and may not exceed 60 watts per fixture.

3.5 Alterations and Replacement: If an exterior lighting Improvement must be altered or replaced, an Owner may alter or replace the Improvement with the exact same fixture without ARC approval. If it becomes necessary to use a different fixture in order to repair, alter, or replace the original fixture, the Owner must submit an Application of Approval.

3.6 Security Lighting: Exterior lighting placed in and on an Owner's Unit for the purpose of securing the premises, protecting the residents of the Unit, and preventing access by unauthorized persons shall be defined as Security Lighting.

(a) Security Lighting shall be controlled by automatic motion and light sensors.

(b) Security Lighting shall not remain illuminated continuously.

(c) The installation of Security Lighting must conform to the standards set forth above including the prohibition on placement of lighting that creates a nuisance.

(d) Security Lighting may not exceed 300 watts per fixture.

ARTICLE IV INORGANIC LANDSCAPE ELEMENTS

4.1 Inorganic Materials: The use of any inorganic feature including, but not limited to, statues, outdoor art, fountains, birdbaths, ponds, banners, flags, play equipment, sport courts, outdoor umbrellas, including palapas, and other similar landscape features are considered Improvements, which require ARC approval before placement and installation. Where applicable, inorganic material should be compatible in scale, shape and color with the residence and other Improvements in and on the Unit.

4.2 United States Flag: As used in these Guidelines, the use of the term United States Flag refers to a flag of the United States made of cloth, paper, or fabric. The term does not apply to a depiction or emblem of the flag of the United States that is made of balloons, flora, lights, paint, paving materials, roofing, siding, or any other similar building, decorative, or landscaping component.

4.3 Display of the United States Flag: An Owner may display one (1) flag of the United States without ARC approval as long as the display is conducted in accordance with the Federal Flag Code, Nevada law, and the following restrictions:

- (a) The United States flag may not be displayed for commercial purposes;
- (b) The United States flag may not exceed four (4) feet in its vertical dimension and six (6) feet in its horizontal dimension;
- (c) Staffs that are mounted to a residence, at an angle, may not exceed six (6) feet in length;
- (d) Freestanding flagpoles that are not attached to a residence may be used as long as they do not exceed fifteen (15) feet in height; and
- (e) The United States flag may only be displayed at night if it is lit in accordance with the Federal Flag Code and the light rays do not spill onto streets, sidewalks, adjoining properties, or the Common Elements.

4.4 Play Equipment: Play equipment including, but not limited to, swing sets, jungle gyms, trampolines, and playhouses are considered Improvements when placed on an Owner's property. Therefore, an Application for Approval must be submitted to the ARC prior to placement. The ARC will not consider approval the installation of play equipment unless:

- (a) The play equipment is placed in the rear yard a sufficient distance from all neighboring walls and properties.
- (b) The design, color, and material of any playset awning must be consistent with the color and style of the residence (durable canvas awnings are preferred)

4.5 Sport Courts: An Owner may seek ARC approval for the installation and placement of a Sport Court as long as it meets the following criteria:

- (a) The Court must be set back at least five (5) feet from all property lines;
- (b) If exterior lighting is used, it must meet the requirements for exterior lighting set forth in these Guidelines.

4.6 Permanent Sports Equipment: If an Owner seeks to install a permanent basketball hoop, basketball pole, hockey net, tennis net, or other similar feature, such installation is considered an Improvement, which requires ARC approval. If such element is installed as part of a Sport Court, then the feature must be specifically noted on the Application for Approval of the Sport Court.

4.7 Alterations and Replacement: If an inorganic landscape Improvement must be altered or replaced, an Owner may alter or replace the Improvement with the exact same feature or item without ARC approval, provided its placement is in accordance with the previously approved submission. If it becomes necessary to use a different feature or item in order to repair, alter, or replace the original Improvement, the Owner must submit an Application for Approval.

ARTICLE V DECKS, GAZEBOS, PATIO SLABS, AND COVERS

5.1 Checklist: If an Owner wishes to install a deck, gazebo, and/or patio slab and/or cover, as set forth in the Process for Review above, the Owner must include a copy of the DOP Form, which is included in the Application for Approval.

5.2 Structural Integrity: If an Owner seeks approval to install a deck, patio slab, or cover that is attached to the residence, the Improvement must not damage or affect the structural integrity of the residence.

5.3 Appearance: Decks, gazebos, and patios must be designed as an integral component of the architectural and landscape theme of the Unit. Such Improvements must be compatible in scale, shape, and color with the residence and other Improvements in and on the Unit.

5.4 Gutters and Down Spouts: Gutters, down spouts, and other devices for the control of roof water and runoff should be considered when constructing an Improvement. These elements shall be concealed, integrated into the architectural design of the residence, and painted or made of material to match the Improvement.

5.5 Roof Materials: If the Improvement includes a roof, the materials used shall have a finish that reduces and minimizes glare. The ARC will consider all proposed materials, but the following are preferred:

- (a) Alumawood: solid or open lattice; and
- (b) Concrete tile to match the roof tiles of the residence.

5.6 Roof/Patio Cover Support Posts: Metal pipe supports are not permitted. The minimum size for wood or stucco support posts is six inches (6") by six inches (6").

5.7 Prohibited Materials: The ARC will not consider the use of the following materials in the installation and construction of a deck, gazebo, and/or patio cover or slab:

- (a) Unfinished materials;
- (b) Plastic or fiberglass;
- (c) Carpet;
- (d) Composition shingles; and/or
- (e) Exposed rolled roofing

ARTICLE VI POOLS, SPAS, AND RELATED IMPROVEMENTS

6.1 Placement: Improvements such as pools and spas are permitted with ARC approval and will be considered by the ARC as long as the Improvement is not placed against, on, or near a property line or perimeter wall. Such features must have a setback of at least five (5) feet from all surrounding walls.

6.2 Equipment: All equipment used by an Owner to operate a pool, spa, or other similar Improvement must be noted on the plans included in the Application for Approval, and the equipment must be screened from view from any street, sidewalk, adjoining property, and/or Common Element. Owners must take care to purchase and install equipment that emits the least amount of noise possible.

6.3 Structural Integrity: No pool, spa, or other similar Improvement may be constructed that threatens, damages, or affects the drainage pattern of the Unit or the structural integrity or appearance of any Improvement within the Project. The ARC's approval of an Application for Approval shall not act as verification of the structural integrity of the Improvement. The ARC bears no responsibility for ensuring structural integrity. Each Owner remains solely responsible for structural integrity even if the approved plans do not display a structurally sound Improvement.

6.4 Construction Access and Materials: If an Application for Approval of a pool, spa, or other Improvement is approved by the ARC, access for equipment necessary to construct the Improvement must be over and through the applicable Owner's Unit. All necessary building materials and equipment must be contained on the applicable Owner's Unit. Access will not be permitted through a perimeter wall that is maintained by the Association.

6.5 Water Features: Water features such as slides, waterfalls, and other rock formations will be considered by the ARC.

6.6 Refundable Damage Deposit for Pools and Spas: The ARC will require the submission of a One Thousand Dollar (\$1,000.00) damage deposit when an Owner seeks approval for the installation of a pool or spa. The damage deposit is requested to protect against, among other things, damage to perimeter walls, party walls, drainage patterns, Common Elements and other costly items. As explained in Article I above, the deposit is refundable

ARTICLE VII WALLS, FENCES, AND GATES

7.1 Walls: If an Owner wishes to submit an Application for Approval for the installation of a wall or for the alteration of an existing wall, the Application must contain affirmation that the Improvement will be properly water-sealed to avoid structural damage from any drainage, landscape, or rain water and to prevent leaching of such water through the wall. If any Owner submits an application for approval that proposes to increase the height of an existing wall, the Board will evaluate the height of the proposed Improvement based on safety and surrounding wall heights. The proposed Improvement will also be evaluated for its aesthetic appearance. Any permits required by the City for the installation of a wall or alteration to an existing wall is the sole responsibility of the homeowner.

7.2 Appearance: Walls and fences must be constructed of materials that match the color of the other Improvements in and on the Unit. If alterations are being made to existing Improvements, then the materials used must match the existing Improvement. In addition, the Improvements must match the architectural theme of the Unit and the Community. If an Owner wishes to paint any wall or fence Improvement, the type and color of the paint must also be noted on the Application for Approval for the construction of the wall or fence.

7.3 Gates: All gates must be made of wrought iron and may not detract from the appearance of the attached walls and/or fences. Gates that decrease the security of the Community will not be approved. Any access gate openings may not exceed 5 ft. in width.

7.4 Perimeter Walls: No Owner may seek approval for or undertake any action to construct an Improvement that alters or modifies the structural integrity of the perimeter walls of the Association as originally constructed by the Declarant. No Owner will be permitted to place an access gate or other opening in the perimeter walls of the Association.

7.5 Alterations and Replacement: If a wall, fence, gate, or other similar Improvement must be altered or replaced, an Owner may alter or replace the Improvement with the exact same wall, fence, gate, or other Improvement without ARC approval. If it becomes necessary to use a different Improvement in order to repair, alter, or replace the original Improvement, the Owner must submit an Application for Approval.

7.6 Prohibited Materials: No wall, fence, or gate may be constructed of:

- (a) Unfinished Materials;
- (b) Aluminum or sheet metal;
- (c) Wire;
- (d) Metal or coated chain link;
- (e) Plastic or fiberglass panels;
- (f) Plastic webbing, reed, bamboo, or straw-like material;
- (g) Glass block or panel;
- (h) Wood; or
- (i) Sharp Spikes

The foregoing is not an exhaustive list of the prohibited materials, and the ARC reserves the right to deny approval for any material that detracts from the continuity of design of the Community.

ARTICLE VIII AWNINGS AND SHUTTERS

8.1 Awnings: An Owner may seek ARC approval for the installation of an awning as long as the awning meets the following criteria:

- (a) It must enhance the Unit and conform to the continuity of design of the Community;
- (b) The design, color, material and location of the awning must be consistent with the color and style of the residence (durable canvas awnings are preferred); and
- (c) The awning does not impair the structural integrity, mechanical systems, or support beams of any Unit or any other portion of the Association.

8.2 Shutters: An Owner may seek ARC approval for the installation of shutters as long as the shutters meet the following criteria:

- (a) The shutters do not impair the structural integrity, mechanical systems, or support beams of any Unit or any other portion of the Association;
- (b) The shutters do not alter the appearance of the Common Elements or detract from the appearance of the Unit; and
- (c) The shutters are painted to match or made of material that matches the color of the applicable residence.

8.3 Maintenance and Replacement: Over time, awnings may fray, split, tear, or fade due to quality of fabric and/or extreme weather conditions. Over time, shutters may also begin to deteriorate due to material and weather. If either Improvement has decreased in attractive appearance due to fraying, splitting, tearing, fading, or deterioration, it must be immediately replaced. An identical awning or shutter may be installed without ARC approval. If an alternate awning, shutter, or other feature is desired, an Application for Approval must be submitted to the ARC.

ARTICLE IX MISCELLANEOUS IMPROVEMENTS

9.1 Screen Doors: Screen doors that are colored to match the applicable residence door and/or the base color of the applicable residence do not require ARC approval.

9.2 Solar Panels: The ARC will not unreasonably restrict the use of a system for obtaining solar energy. Every Owner is permitted to seek ARC approval for the installation of solar panels as long as the panels meet the following criteria:

- (a) The panels do not unreasonably obstruct the view from any adjoining property or the Common Elements;
- (b) All equipment necessary to operate a solar panel system including, but not limited to, pipes, cables, and wires must be made of material that matches or must be painted to match the color of the applicable residence.

9.3 Storage and Utility Sheds: All storage and utility sheds, whether personally constructed, commercially prefabricated, mobile, or permanent, require ARC approval. Sheds should be made of a material that match or is painted a color to match the applicable residence. Sheds must comply with all ordinance, permit, and drainage requirements as set forth in these Guidelines. In addition, Owners are responsible for ensuring the structural integrity of their sheds.

9.4 Accessory Structures: Detached garages, equipment enclosures, cabanas, casitas, and other accessory structures that were not part of the original construction are considered Improvements. Applications for such Improvements will be considered based on the size of the

applicable lot, the placement of the structure, the intended purposes, and the impact of such structure on all neighboring properties and the Common Elements. In addition, such structures must meet the following criteria:

- (a) The Improvement must be designed to match the material and color used on the applicable residence;
- (b) The Improvement must not be constructed in a manner that threatens, damages, or affects the structural integrity or appearance of any Improvement within the Community; and
- (c) The Improvement should not be placed within five (5) feet of any side or rear property line if it exceeds the height of the side and rear walls.

9.5 Satellite Antennas: Satellite dishes that do not exceed eighteen (18) inches in diameter do not require ARC approval. Ham radio antennas are prohibited. An Owner may seek ARC approval for the installation of a satellite dish and/or antenna as long as the dish and/or antenna meet the following criteria:

- (a) Ground mounted satellite dishes may not exceed one (1) meter in diameter;
- (b) No ground mounted satellite dish shall stand taller than five (5) feet when measured from the ground to the top of the dish;
- (c) Ground mounted satellite dishes must be fully screened from view from any street, sidewalk, adjoining property, and/or Common Element as long as such screening does not interfere with reception;
- (d) Shrouded “umbrella style” satellite dishes may be acceptable depending on location and style; provided that such dishes are neutral in color and compatible with the surrounding construction;
- (e) All equipment necessary to operate a satellite antenna and/or dish including, but not limited to, cables and wires must be made of material that matches or must be painted to match the color of the applicable residence.

ARTICLE X GENERAL PROVISIONS

10.1 Local and County Codes and Ordinances: All Improvements must conform to applicable local and county codes and ordinances. The Board of Directors and the ARC assume no responsibility for reviewing plans to determine whether or not the proposed Improvement conforms to applicable codes and ordinances. The ARC’s purpose in plan review is only to ensure that each Improvement conforms to the overall continuity of design of the Community. An approval received from the ARC does not ensure or represent conformance with local county codes and ordinances.

10.2 Damage to Common Elements: Any damage to the Common Elements resulting from the installation or construction of an Improvement shall be either repaired or replaced at the applicable Owner's sole cost and expense. The Association maintains the right to either order the Owner to undertake such replacement and/or repair or to undertake the replacement and/or repair and bill the Owner's account. Any sums incurred shall be deemed an assessment under Nevada law.

10.3 Building Permits and Licenses: It is the responsibility of the Owner to obtain all necessary building permits and licenses as required by local county codes and ordinances. The ARC assumes no responsibility for ensuring that an Owner has obtained the necessary permits and licenses prior to beginning installation or construction of an Improvement.

10.4 Disclaimer of Structural Integrity: Approval of plans by the ARC in no way constitutes verification or certification of structural integrity of any design or Improvement. It is the sole responsibility of the Owner(s) to ensure the structural integrity and soundness of any Improvement.

10.5 Non-Waiver: The persons reviewing applications under these Guidelines will change from time to time as determined by the Board of Directors. Consequently, opinion on aesthetic matters as well as interpretations of these Guidelines may vary accordingly. In addition, it may not always be possible for the ARC to identify objectionable features and structures in proposed plans until the work is complete, in which case it may be unreasonable to require such completed work to be removed or altered. However, the ARC hereby reserves its right to deny similar applications, features, and/or structures in the future.

10.6 Right of Interpretation: These Guidelines are subject to interpretation by the ARC. The ARC may amend or augment these Guidelines to meet specific site or functional requirements of the applicable Unit or of the Community. In addition, the ARC may individually consider the merits of any Improvement relative to conditions that are believed to provide special benefits to the adjacent area, the specific site, or to the Community as a whole.

10.7 Appeal: If the ARC denies an Application for Approval, the Owner may appeal the adverse decision to the Board of Directors. Every appeal must be in writing and received by the management company within thirty (30) days of receipt of any architectural denial.

- (a) The Board will review all appeals within ninety (90) days of receipt of an appeal.
- (b) If the Owner does not receive a response from the Board within ninety (90) days of submission of a written appeal, the appeal is deemed denied.
- (c) Ownership of Plans and Forms: All materials, forms, plans, drawings, and other materials submitted to the ARC during the review process shall be the property of the Association.

10.8 Professional Advice: The ARC may employ the services of an architect, attorney,

landscaper, engineer, or other professional to review an Application for Approval, and the ARC may charge the cost for services of such professional to the Owner seeking approval for an Improvement. No Owner will be charged for professional services unless and until such Owner has been notified in writing.

10.9 Conflict: In the event of any conflict between these Guidelines and the Declaration, the Declaration shall control. In the event of any conflict between these Guidelines and the Common-Interest Ownership Act (the “Act”) as set forth in the Nevada Revised Statutes Chapter 116, the Act shall control.

10.10 Severability: The inclusion of a provision in these Guidelines that violates any provision of the Act does not render any other provisions of these Guidelines invalid or otherwise unenforceable. In the event that a provision of these Guidelines does violate any provision of the Act, a court of competent jurisdiction may, if possible, alter the provision to ensure its enforceability.