

**Glenbrook HOA Design Review Committee**  
**PO Box 447, Glenbrook, NV 89413**  
**Letter of Request & Summary of Project**

Owner \_\_\_\_\_ Unit/Lot # \_\_\_\_\_ Address \_\_\_\_\_

Date Submitted \_\_\_\_\_ Estimated Starting Date \_\_\_\_\_

**Minor Remodel/ Maintenance:**

Replacement of an existing feature that exceeds \$2,000 in cost

_____ Painting – same color	Color _____
_____ Painting- change of color	Color _____
_____ Reroof	Color _____
_____ Asphalt replacement- ie Pavers, other	Color _____
_____ Windows – replace with similar- ie upgrade from single pane to double pane, etc	
_____ Door replacement	Color _____
_____ Landscape- replace existing	
_____ Other _____	

**Description/Details:** \_\_\_\_\_

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**Fees/Deposits Required:**

Owner Fee \$250 (waived if timely filed)

Owner Deposit \$1,000 (if less than 1 mo for completion- see rate sheet if more)

**Forms needed to be submitted:**

Summary of project sheet  
Owner Construction Compliance Agreement  
Contractor's Compliance Acknowledgement  
Parking Plan for contractor vehicles  
Sketch of proposed replacement or changes

**Major Remodel:**

Any remodel involving exterior additions to residence or landscaping

**New Construction or extensive remodel:**

New construction or major remodel that exceeds 6 months of construction time.

**Forms needed to be submitted for Major Remodel or New Construction:**

Summary of Project sheet  
Owner Construction Compliance Agreement  
Contractor's Compliance Acknowledgement  
Parking Plan for contractor vehicles  
Detailed plans- see DRC rules

**Fees/Deposits required:**

See rate sheet

**Comments:**

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**Homeowners Signature for Request** \_\_\_\_\_

**GLENBROOK HOMEOWNERS ASSOCIATION  
FEES, DEPOSITS AND FINE/PENALTY SCHEDULE  
EFFECTIVE MAY 1, 2007 THRU APRIL 30, 2008**

**DESIGN REVIEW APPLICATION FEES:**

Non- refundable	
Minor Remodel/Maintenance- Replacement of existing features- *Will be waived if signed application is filed in a timely manner and homeowner deposits paid	\$ 250.00*
Major Remodel Any remodel involving exterior additions to residence or landscaping	\$ 1,000.00
New Construction or extensive remodel New construction or major remodel that Exceeds 6 month of construction time	\$ 2,000.00

**DESIGN REVIEW HOMEOWNER DEPOSITS:**

Refundable, provided no fines for building non-compliance, contractor rule violations, or common area damage claims are assessed  
Length of construction work estimated for completion:

Less than one month	\$ 1,000.00
Between 1 and 6 months	\$ 2,000.00
Between 6 and 12 months	\$ 5,000.00
More than 12 months	\$10,000.00

Note: If construction completion time is delayed, homeowner shall submit additional deposit amounts for adjusted completion time.

**DESIGN REVIEW FINES/PENALTIES:**

Contractor rule violations and resulting penalties will be deducted from Homeowner Deposits. Any shortages will be assessed against the Homeowners per CC&R procedures.

**Construction Penalties**

<b>Completion Delays</b>	\$ 100.00
If completion is not completed within 2 yrs of Commencement and no approved extension is granted.	per week

<b>Deviation from Approved Plans</b>	\$ 100.00
Penalties assessed in accordance to CCR provisions	per week

<b>Continued Material Deviation from Approved Plans</b>	up to \$ 1,000.00
If deviation is not corrected after penalty	per week per item

**Fines**

<b>Contractor Rule Violations</b>	\$ 25.00
Warnings may be issued for initial violations	per occurrence

**GLENBROOK HOMEOWNERS ASSOCIATION  
DESIGN REVIEW COMMITTEE (DRC)**

## FEE, DEPOSIT, AND PENALTY SCHEDULE

Every Application for Approval of Improvements shall be accompanied by the payment of the fees and deposits. The fees and schedule of fines, deposits, and penalties shall be adjusted from time to time by the DRC and as approved by the GHOA Board. Refer to the current Fee and Fine Schedule for amounts, which is available at the GHOA office or on website.

Application Fee is non-refundable:

<p><u>Maintenance Items that do not need DRC applications filed</u></p> <p><u>ALL OTHER EXTERIOR WORK: SEE BELOW</u></p>	<p>Exterior maintenance items that do not involve changing the appearance of the residence or landscaping, takes less than one week to complete, work is done by a single vendor or contractor, and the expenditure does not exceed \$2,000.</p> <p>Note: drainage or other improvements required by TRPA regulation, such as BMPs, do not need DRC approval</p>
<p><u>Minor Remodel/Maintenance</u> (See current Fee , Deposit &amp; Fine Schedule)</p> <p>Note: Fees will be waived if a signed application is filed in a timely manner and refundable deposits are paid, with the related agreements signed prior to commencement of work.</p>	<p>Maintenance or replacement of an existing feature, typically involving only one vendor/contractor (i.e. roofer or painter) Included are items such as: changing in-kind windows &amp; doors, existing/changed exterior paint or stain color and/or material(s), driveway replacement with pavers or other approved material, roof replacement, in-kind landscaping replacement, bear dumpster installation or minor building improvements costing less than \$5,000 and that do not involve changing the general appearance or increasing the existing square footage of either the residence or deck.</p>
<p><u>Major Remodel*</u> (See current Fee, Deposit, &amp; Fine Schedule)</p>	<p>Any remodel or addition which involves additions to the exterior of the residence or major landscape additions or enhancements</p>
<p><u>New Construction or extensive remodel*</u> (See current Fee, Deposit &amp; Fine Schedule)</p>	<p>Construction on a vacant lot or construction of a new building or a major remodel with construction time exceeding 6 months</p>

\*Applications requiring (in the view of the DRC) additional review by DRC consulting architects or surveyors will be billed for the costs of those services.

**NOTE: Homeowner must provide estimated start time and completion time for construction of EXTERIOR WORK and/or LANDSCAPE improvements with their Application for Approval.**

Home Owner Deposit is required to cover damages to common area property and fines / penalties imposed by the DRC for DRC approved plan non-compliance, or construction delays beyond permitted completion time, or construction/vendor non-compliance with parking plan and contractor rules. The application and agreements will require signatures of both owners and contractors, confirming they are aware of the rules and potential fines if there is non-compliance.

The amount of Home Owner Deposit will be based on the estimated amount of time needed to complete the exterior/landscape work. This deposit will be increased if completion time is exceeded based on schedule below or if material modifications or change orders are made to the project or if the deposit requires replenishment. The deposit is refundable in full at project completion providing there are no fines for noncompliance or other fines or penalties. The deposit is dependent on length of time for construction – see current Fee, Deposit & Penalty Schedule amounts. The four levels are:

The deposit for work estimated to be completed within 1 month.

The deposit for work estimated to be completed between 1 and 6 months

The deposit for work estimated to be completed between 6 and 12 months

The deposit for work estimated to be completed in more than 12 months

**SCHEDULE OF FINES AND PENALTIES:**

See current Fee & Penalty Schedule for amounts.

1) Completion, Delay Penalties

The Owner is to **complete all work within two years of the commencement date** as required in the CC&Rs. A penalty shall be assessed if work goes beyond two years. Appeals or extensions may be applied for through the DRC.

2) Fines for Deviation from Approved Plans and Specifications by the Owner and/or Contractor

Each deviation from the approved plans and specifications is subject to a fine. Fines will be imposed only after issuing a notice of deviation to the Owner in accordance with the CC&R section 8.16. Any deviation which remains after the fine has been imposed shall be assessed an additional fine. In all cases, payment of fines does not constitute release of a non-compliant item or issue; non-compliant items must be corrected, regardless of fines paid.

3) Violations by Contractors or Vendors Serving the Project

Any deviation from the DRC approved parking plan or other violations of the Contractor Rules may be subject to fines/penalties assessed against the homeowner deposit.

**GLENBROOK HOMEOWNERS ASSOCIATION  
DESIGN REVIEW COMMITTEE (DRC)  
CONTRACTOR'S COMPLIANCE ACKNOWLEDGEMENT**

For Project Located at: \_\_\_\_\_  
(Address)

Owner's Name: \_\_\_\_\_

- 1) Contractor hereby acknowledges receipt of Contractor Rules and agrees to abide by them.
- 2) Contractor has established or received from owner a DRC or GHOA approved parking plan and agrees to abide by it.
- 3) Contractor hereby acknowledges receipt of Owner Construction Compliance Agreement.
- 4) Contractor is aware of scope of approval by DRC and agrees that no improvements outside of that approval will be made unless DRC approves modification.
- 5) Contractor is aware that the owner can be fined or penalized for any violations of the above stated items as outlined on attached Owner Construction Compliance Agreement and Fees, Deposits, and Fine/Penalty Schedule

Date \_\_\_\_\_

Contractor \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Attachments: Contractor Rules  
Owner Construction Compliance Agreement  
Fees, Deposits, and Fine/Penalty Schedule

## CONTRACTOR RULES

All contractors and maintenance personnel doing business in Glenbrook and their employees shall comply with Glenbrook Homeowner's Association Rules in addition to the Rules set forth in this Section. Contractors, sub-contractors, and their employees and suppliers shall be responsible for compliance with the following Rules:

1. All posted traffic signs, including speed limit signs and stop signs, shall be observed regardless of the time of year.
2. Contractors and their employees may not bring dogs, or other domestic pets to job sites. No personal recreational vehicles such as boats, jet skis, or travel trailers may be brought into the Glenbrook community by contractors or their employees.
3. Contractors and their employees may not play radios or other personal entertainment devices that create noise on any job site if it can be heard from any neighboring property.
4. Without the prior written permission of the DRC or GHOA's Manager, no work shall be done on any construction project within the Glenbrook planned unit community prior to 7:00 a.m. or after 6:00 p.m. Limited "quiet work" construction using no power tools or heavy equipment is permitted from 8:00am to 6pm on Saturdays and 9:00am to 5pm on Sundays or the following Holidays: Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or New Year's Day
5. Contractors and their employees shall not block any roadways or any driveways except for driveways located on the lot where their project is located, without the prior consent of the DRC or GHOA's Manager. The General Contractor is responsible to keep all approved parking areas free of snow and other storage or debris. Carpooling is strongly suggested.
6. Construction waste and other refuse generated by the project may not be deposited in GHOA trash receptacles or roadways and must be removed from the Glenbrook planned unit community by the Contractor or its designated trash removal subcontractor. Garbage containing food products that attract bears and other animals must be removed from Glenbrook on a daily basis.
7. A suitable receptacle (example: a sand bucket) for disposal of cigarette butts should be provided and used.
8. When Glenbrook entrance gatehouse is staffed, workers must stop and be logged, providing the correct physical address of the job. When entrance gate is not staffed, entry must be prearranged through GHOA management.
9. Contractors, their employees, sub-contractors and their employees and suppliers must comply with the parking plan submitted as part of the Owner's application, and with the provisions of Section V (D) hereof. Vehicles parked in unauthorized areas, including on Association roadways, may be ticketed by the Association and removed at the discretion of the GHOA Manager.

**For the purposes of this Section V, contractors and their employees are deemed to be invitees and agents of the owner(s) of the lot on which their project is being constructed or otherwise performed, and violations of these rules will be the responsibility of such owner(s) and may subject them to fines as permitted by the CC&Rs and/or Nevada law. Repeated violations of these rules by Contractors or their employees may constitute grounds for revocation of permission to use Association roads within the Glenbrook planned unit community or revocation of entry privileges to the Glenbrook planned unit community.**

**GLENBROOK HOMEOWNERS ASSOCIATION  
DESIGN REVIEW COMMITTEE (DRC)  
OWNER CONSTRUCTION COMPLIANCE AGREEMENT**

The following agreement is entered into between the Owner and the Glenbrook Homeowners Association (GHOA), Design Review Committee (DRC).

Unit/Lot # \_\_\_\_\_ Owner's Name \_\_\_\_\_  
Street Address \_\_\_\_\_

It is hereby agreed and understood:

1. GHOA's CC&Rs require property owners to submit Architectural Plans for review and approval for any exterior improvement. This includes but is not limited to: buildings, additions, decks, roads, landscaping, walks, fences, stairs, arbor, etc. (See DRC Guidelines and the CC&R's)
2. No construction work can commence until DRC has approved the Construction Documents. To proceed with only a preliminary approval is a violation of DRC Rules & Procedures.
3. No changes can be made to approved drawings or submittals (architectural materials or landscaping) without the written approval from the DRC.
4. Unapproved changes are a violation of the CC&Rs and are subject to Owner construction penalties and the violation will be required to be remedied immediately at the Owner's expense. Continued material deviations, not corrected after initial notice and penalties, will be assessed construction penalties of up to \$1,000 per week, per item.
5. Violations of any of the above items and those set forth on the attached "Fees, Deposits, and Fine/Penalty Schedule" may cause the DRC to stop the project and the Association to impose discipline in accordance with the attached "Fees, Deposits, and Fine/Penalty Schedule."
6. Parking for construction vehicles including workers is to be confined to the client driveway or the area designated for parking by the GHOA manager. Shuttling workers, if necessary is the responsibility of the Contractor. Owner is responsible for enforcing parking plan. Violations of any contractor rules are subject to fines assessed against Homeowner deposits.
7. My signature below attests to my acceptance of responsibility for the fees penalty's and fines as determined by the "DRC FEES, DEPOSITS AND FINE/PENALTY SCHEDULE."
8. The project will commence on \_\_\_\_\_, 20\_\_\_\_ and will be completed by \_\_\_\_\_, 20\_\_\_\_

The undersigned has read, understands and agrees to the terms and conditions of this agreement and acknowledges the same by his/her signature below:

\_\_\_\_\_  
(Owner's Signature) (Date)

Attachment: Fees, Deposits, and Fine/Penalty Schedule