

Northern Terrace Homeowners Association

Northern Terrace Homeowner Association Design Standards and Guidelines

Homeowner Landscape Plan application for Northern Terrace at Providence

The plan should detail all proposed improvements. Show lot lines accurately as to length, angles and amount of curve. Show all existing and proposed buildings, structures, fences, walls, sidewalks and other improvements; indicate all required setbacks, easements, top or toe of slopes and all existing drainage, swales and drainage outlets.

When proposed improvements involve changing existing grades or changing existing drainage, show contours or spot elevations, flow lines, finish grades and proposed drainage systems. Drawings for proposed improvements changing existing drainage shall be prepared by a civil engineer or landscape architect. All drainage changes shall maintain drainage on homeowner's lot.

These forms apply to Northern ONLY, additional review and approval is required by Providence DRC and requires completion of their application.

Northern Terrace Homeowners Association

NORTHERN TERRACE HOMEOWNER ASSOCIATION **DESIGN STANDARDS AND GUIDELINES**

Please initial each section below showing what is included in the submission

_____ Initial here - Northern Terrace Architectural Review Request (Form A-1 & A-2). The form must be completed in its entirety.

_____ Initial here - Neighborhood Impact Statement (Form B-1). This form must be signed by the effected neighbors, which will typically be adjacent and to the rear. However, the "facing" neighbors must sign the form if the proposed improvements will be visible from the street.

_____ Initial here - Illustrations

_____ Initial here - **Plans** - Plans include elevation drawings of the improvement, size, and types of materials to be used, a site plan depicting the improvement on the lot and in conjunction with property lines, the residence, and any other existing pertinent improvements. Accurate dimensions (height, length, width) must be shown. Exterior colors and finishes must be presented.

_____ Initial here- **Landscape Plans** - Landscape plans must be drawn to depict the lot, residence, property lines, existing walls and fences. Landscape materials, such as sod, tree and shrub types and sizes must be presented, as well as their location. Samples of decorative rock or the size and color of the rock must be included. Plans must include a drawing to scale. If grade or drainage will be altered at all, show how new drainage will drain.

_____ Initial here - **Material Samples** - Color paint chips, type of rock to be used, pictures of gazebos, pools, patio covers, and spas should accompany the detailed drawings. These can be provided in a color photo.

_____ Initial here - Indemnification Agreement (only if applicable when using a vendor)

_____ Initial here - \$2,000.00 refundable deposit required for all swimming pool/spa and/or construction such as adding to home, extra room etc. (payable to Northern Terrace HOA) only if applicable. Do not initial unless submitting a check/money order for deposit.

The board has 45 days to review submitted ARC's. You must submit approved ARC letter to Providence DRC directly.

Northern Terrace Homeowners Association

NORTHERN TERRACE HOMEOWNER ASSOCIATION

DESIGN REVIEW REQUEST

FORM A-1

Submit your copy to the Clubhouse – 7610 Silver Run Peak Ave Las Vegas NV 89166

Email: northernterrace@camconeveda.com

Owner Name: _____

Address: _____

Phone Number: _____ Email: _____

Start Date: _____ Completion Date: _____

I hereby request approval of the construction or installation of the following improvement(s):

Architect or owner representative (name, address, and telephone number):

Improvements to be constructed by (name, address, and telephone number):

Homeowner Signature _____ Date _____

DO NOT WRITE BELOW THIS LINE

Application Requirements: ☐ 2 page app ☐ Neighbor Awareness ☐ Samples/Drawings
☐ Indemnification Form ☐ Security Deposit (if applicable)

Design Review Committee has reviewed the application in its entirety and as made the following decision:

☐ APPROVED ☐ DENIED ☐ CONDITIONALLY APPROVED

Committee Signature: _____ Date: _____

Committee Signature: _____ Date: _____

Committee Signature: _____ Date: _____

FORM A-2

1. _____ Initial here - REQUIRED DOCUMENTATION

THE FOLLOWING ITEMS ARE REQUIRED TO COMPLETE THE SUBMITTAL PACKAGE:

- ☐ Plans
 - ☐ Elevation drawings
 - ☐ Details
- ☐ Accurate site drawing
- ☐ Specifications showing the following:
 - ☐ Location of the improvement on the lot
 - ☐ Front, rear, and side setback measurements
 - ☐ Improvement location in relation to existing structures (residence, property wall, etc.)
 - ☐ Exterior finish materials and colors
 - ☐ Drainage pattern

2. _____ Initial here - CONTINGENT DOCUMENTATION

THE FOLLOWING ITEMS MAY BE REQUIRED: If any of the following information is relevant to the nature of the improvement, the following items may be required. Each owner should review the list and determine if any additional information will be relevant to the committee.

- ☐ Neighborhood Impact Statement
- ☐ Copy of Permit
- ☐ Utility connection locations
- ☐ Building floor plan and roof plan with all dimensions
- ☐ Evidence of preparation by a licensed architect
- ☐ Site development plan showing the existing and proposed topographic elevations and the
Drainage pattern
- ☐ Construction staging area
- ☐ Manufacturer's specifications
- ☐ Tree and plan schedule (showing size and type)
- ☐ Photograph(s) of similar improvement

ADDITIONAL COMMENTS OR DETAILS: _____

NEIGHBORHOOD AWARENESS STATEMENT
FORM B-1

**ORIGINAL NEIGHBOR AWARENESS STATEMENT WITH ORIGINAL SIGNATURES MUST BE
ACCOMPANIED AND SIGNED BY HOMEOWNER, NOT RENTER.
SIGNATURE MUST BE LEGIBLE - SIGN AND PRINT NAME AND PRINT ADDRESS.**

NAME: _____

LOT: _____ BLOCK: _____

ADDRESS: _____

Improvement for review: _____

On _____ I presented the attached plans to the following affected neighbors
for
review. Each neighbor has been notified that the plans are being submitted to ARC for approval.

FRONT FACING NEIGHBOR

Name (Print): _____ Signature: _____

Address (Print) _____

☐ APPROVED ☐ DISAPPROVD

LEFT SIDE NEIGHBOR

Name (Print): _____ Signature: _____

Address (Print) _____

☐ APPROVED ☐ DISAPPROVD

RIGHT SIDE NEIGHBOR

Name (Print): _____ Signature: _____

Address (Print) _____

☐ APPROVED ☐ DISAPPROVD

REAR FACING NEIGHBOR

Name (Print): _____ Signature: _____

Address (Print) _____

☐ APPROVED ☐ DISAPPROVD

Homeowner Signature _____ Date _____

Northern Terrace Homeowners Association

INDEMNIFICATION AGREEMENT – Northern Terrace HOA.

(For the construction/alteration of Swimming Pool, Spa or Landscaping)

ATTENTION: PLEASE READ THE FOLLOWING CAREFULLY -- IT IS A LEGALLY BINDING DOCUMENT THAT, WHEN COMPLETED AND SIGNED, APPLIES TO THE SUBJECT PROPERTY, WHETHER ESCROW HAS CLOSED OR NOT!

1. PARTIES AND DATE OF AGREEMENT:

This indemnification Agreement (Agreement) is made and entered into this _____ day of _____, 20____, by between _____ (hereinafter referred to as "Homeowner"), who resides at

And _____ (hereinafter referred to as "Contractor"), whose contractor's license number is _____ and Northern Terrace HOA.

2. PURPOSE:

Homeowner wishes to engage the services of Contractor to make certain repairs and/or alternations to his property.

3. CONSIDERATION AND TERMS: In consideration of the following mutual promises, the parties do agree as follows:

- a. Under no circumstances will a contractor have permission to gain access to a lot under construction or that has not closed escrow, unless the request is approved in writing from Northern Terrace.
- b. Owner and Contractor agree that all work will be performed by a licensed contractor(s) pursuant to a written agreement between Homeowner and Contractor. The scope of Contractor's work includes:
- c. Homeowner and Contractor each agree to repair any and all damage which may be caused by Contractor's work, including, but not limited to: damage to any sidewalk, curb, gutter, driveway, street, pavement, sod, sprinklers; repair and replacement of the block wall in "as was" condition, and all damage whatsoever caused by Contractor's or Homeowner's actions.
- d. Homeowner and Contractor each agree to be jointly and severally responsible, and to indemnify and hold Developer harmless for any and all damages, claims and demands of any kind arising by virtue of work performed by Homeowner, Contractor or any of their agents, subcontractors or employees.
- e. In conjunction with the signing of this Agreement, Homeowner does hereby pay to HOA, and HOA acknowledges receipt thereof, either the sum of Two Thousand Dollars (\$2,000) which will serve as a damage deposit; or a Surety Bond in lieu of a cash deposit. Upon satisfactory completion and written approval by HOA, said deposit will be refunded to Homeowner. All repairs must restore the property to its original condition within 7 days from the date of damage. All damages to HOA property must be repaired by subcontractor chosen by HOA, or the parties acknowledge that HOA, at its option, may have repairs redone by its subcontractors. In the event any damage whatsoever is caused by Homeowner or Contractor in conjunction with the aforementioned work, HOA is hereby authorized and directed to retain a licensed contractor to repair all such damage to developer's satisfaction. Whether such repairs are necessary shall be totally within HOA's discretion.
- f. All reconstructive work shall be completed, including clean up, within four (4) weeks from time access is gained. A fine of Fifty Dollars (\$50.00) per day will be charged for each day beyond the four-week period, until reconstructive work is completed. Fines will be deducted from damage deposit.

4. MISCELLANEOUS ADDITIONAL PROVISIONS

- a. **Entire Agreement:** This Agreement contains the entire agreement of the parties, and each party acknowledges there were no oral agreements, representations, warranties or statement of fact made prior to, or at the time of, the signing of this Agreement. Any prior oral communications, statements or negotiations shall be of no force and effect, unless contained in this Agreement.
- b. **Successors:** This Agreement shall inure to the benefit of, and be binding upon, the heirs, administrators, executors and assigns of each of the parties hereto.
- c. **Captions:** Paragraph titles or captions herein are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement, or any provisions contained herein.
- d. **Time of the Essence:** Time is of the essence in this Agreement and all provisions contained herein.
- e. **Reference to Gender:** Any reference to the male or female gender, or to singular parties in this Agreement shall also include reference to the female or male gender and to multiple parties, if appropriate.
- f. **Attorney's Fees:** In the event of any disputes between the parties arising out of this Agreement, the prevailing party shall be allowed actual attorney fees and costs incurred in any negotiation, litigation or any appeal.
- g. **Acknowledgment of Independent Advice:** Each party whose signature appears below acknowledges that he has read all of the provisions of the foregoing Agreement, understands them, has sought independent advice regarding the legal effect of the provisions herein, and agrees to be bound by said provisions.
- h. **Modification:** No alteration, modification or amendment of this Agreement shall be effective or enforceable unless it shall be in writing and signed by all parties hereto.
- i. **Waiver:** No course of dealing or delay between the parties shall operate as a waiver of the rights of any party to this Agreement. No default, covenant or condition of this Agreement may be waived, other than in writing.
- j. **Warranty:** If any party to this Agreement is a corporation, the officer signing this Agreement for the corporation warrants that he is authorized and has authority to sign this Agreement on behalf of the corporation.⁵

HOMEOWNER: _____ DATE: _____

NORTHERN TERRACE HOMEOWNERS ASSOCIATION

ARC DISCLAIMER

As set forth in Section 8.2(e) of the Supplemental Declaration of Covenants, Conditions & Restrictions and Reservation of Easements for Northern Terrace, the ARC's jurisdiction generally extends only to the external appearance or aesthetics of any improvement, and shall not extend to structural matters, method of construction, or compliance with a building code or other applicable legal requirement. ARC approval shall be subject to all applicable requirements of applicable government authority, drainage, and other similar matters, and shall not be deemed to encompass or extend to possible impact on neighboring Lots. Thus, the ARC approval of any plan or design shall not be deemed approval of, any proposal, plan or design from the standpoint of structural safety or conformance with building or other codes. Each Owner shall be responsible for obtaining all necessary permits and for complying with all applicable governmental (including, but not necessarily limited to, City) requirements.

The ARC's approval of proposals or plans and specifications shall not constitute a representation, warranty or guarantee, whether express or implied, that such proposals or plans and specifications comply with good engineering design or with zoning or building ordinances, or other governmental regulations or restrictions. By approving such proposals or plans and specifications, neither the ARC, the members thereof, the Association, the Board, nor Declarant, assumes any liability or responsibility therefor, or for any defect in the structure constructed from such proposals or plans or specifications. Neither the ARC, any member thereof, the Association, the Board, nor Declarant, shall be liable to any Member, Owner, occupant, or other Person or entity for any damage, loss, or prejudice suffered or claimed on account or (a) the approval or disapproval of any proposals, plans and specifications and drawings, whether or not defective, or (b) the construction or performance of any work, whether or not pursuant to the approved proposals, plans and specifications and drawings.