



VIRGINIA CITY HIGHLANDS PROPERTY OWNERS ASSOCIATION

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RESALE PACKET CONTENTS

NEW BUYER INFORMATIONAL PAGE

CC&R'S (COVENANTS, CODES & RESTRICTIONS)

ARCHITECTURAL GUIDELINES

BY-LAWS

FINANCIAL DOCUMENTS*

*THE MOST CURRENT QUARTERLY FINANCIALS CAN BE DOWNLOADED OFF OUR WEBSITE,
<https://www.virginiacityhighlands.com/board-of-directors>



WWW.VIRGINIACITYHIGHLANDS.COM



@VCHPOA



NEW BUYER INFORMATIONAL PAGE

If you're receiving this package, then you must be currently in escrow on one of the properties within the Virginia City Highlands Property Owners Association. Congratulations! It's a terrific place to live, but many newcomers find it's unlike anywhere they've lived before, and there's sometimes a learning curve for navigating the 1169 lot community we call home. This list is certainly not exhaustive, but is meant to be an overview and disclosure as to how our HOA is run, how the roads are maintained, and additional online resources for you to use in day-to-day living.

ROADS

With the exception of Cartwright and Lousetown, all roads are dirt/gravel and are private roads maintained by the HOA. After reviewing 50+ years of HOA minutes, utilizing engineers and road experts, and just plain trial & error – the best and most economical solution for washboarding, potholes, and the like is that "less is more". There are no plans to pave the current 12 miles of dirt roads. Aside from the massive upfront cost for the road preparation and initial paving, the maintenance and upkeep needed would pose a serious financial burden to the residents and lot owners in perpetuity.

During snow events, our plow team inspects the roads and plow if needed. Many factors are considered when it comes to making the decision to start snow removal. Our plow drivers are prepared to start plowing snow 24/7. The weather conditions fully dictate when we start plowing so there are no set times that a plow truck will visit your road. Having an appropriate vehicle (AWD/4WD) with All Season or Mud+Snow rated tires is the minimum and will ensure you're adequately prepared to travel through the Virginia City Highlands (VCH) during inclement weather. It's recommended that you carry tire cables/tire chains in your vehicle during the winter months. Studded tires are also another great option.

The VCH is home to many micro climates, elevation and topography play a big role in the volume of snow and snow drifts you receive during any given storm. Our rural lifestyle means an increased chance of power outages, delayed/postponed deliveries of firewood, propane and heating oil. Occasionally weather impacts some internet providers servicing our area. Plan accordingly by maintaining a 4-7 day supply of non perishable food and drinking water. In preparation for larger storms, ensure that you have several days worth of critical medication and other items that are needed on a daily basis. its not a regular occurrence but the main route in and out of the vch has been shut down for extended periods before due to accidents or weather. In addition, some roads in the vch could take some extra time to clear due to heavy drifting or heavy snowfall. We have larger equipment at our disposal to help clear roads if needed.

Road maintenance & repairs occur in the late spring and through the summer months.

GENERAL INFORMATION

The VCHPOA is run by VOLUNTEERS without the assistance of a management company, which is highly unusual for the State of Nevada. It's remarkable that the HOA continues to thrive after 50+ years of volunteer management, and most residents would prefer to keep it that way. Please keep this in mind regarding plans for snow removal, road maintenance, and architectural planning.

The VCHPOA website (VirginiaCityHighlands.com) has TONS of information for residents and newcomers alike. Please utilize this site as many questions you have can probably be answered there, including internet providers, propane, utilities and the like.



GENERAL INFORMATION CONTINUED

There are several online forums & groups to join for information:

VCH Message Board: <https://groups.io/g/VCH>

The original "Chat Group" (as we refer to it up here) has been around since 2000, thanks to the efforts of a great long-time resident.

Facebook Group: **Virginia City Highlands News** @vchnews

(Privately owned and managed-news & information specifically for residents of the Highlands)

Facebook Group: **Virginia City Highlands Property Owners Association** @vchpoa

(Owned and managed by the VCHPOA-Board news & information specifically for residents & property owners in the VCHPOA aka The 1 Acre Association)

Facebook Group: **VC Highlands**

(Privately owned and moderated-discussion and information specific to the Highlands)

Facebook Group: **Geiger Grade Conditions**

(Privately owned and managed-news, information & current road conditions specifically for SR-341 aka Geiger Grade)

Thinking of adding on a deck, building a fence, painting/staining your home, or building from scratch? You will likely need approval from the Architectural Committee. Feel free to email the committee with any questions (architectural@virginiacityhighlands.com).

WEATHER & WILDLIFE

We get WEATHER! Some winters are very mild, some are very wet, and some are very snowy. Be prepared. Roads can be icy, snow-packed, muddy, and more. Dirt roads can get dusty in the summer. Our area is subject to below-freezing temperatures and heavy snow. Electricity, telephone, and fuel supplies have occasionally failed. Be prepared.

Parking is not permitted on the streets/in the Right of Way anywhere in Storey County except for specifically designated areas parking areas. Parking on the street/Right of Way becomes an even bigger problem during inclement weather. For vehicles parked in the street, the Sheriff's Office will be notified and your vehicle may be towed.

As the VCH increases in residents, so does bear activity. Bears are attracted to food and may become a nuisance in search of food. Bear-resistant garbage receptacles are highly recommended.

The VCH is home to a menagerie of animals, wild horses, bears, deer, mountain lions, bobcats, coyotes, badgers, porcupines, foxes, hawks, owls, rattlesnakes, scorpions and everything else in between including squirrels the size of jack rabbits. Be aware of your surroundings.

VIRGINIA CITY HIGHLANDS **PROPERTY OWNERS ASSOCIATION**

COVENANTS, CONDITIONS & RESTRICTIONS

RESTATED DECLARATION OF RESTRICTIONS
VIRGINIA CITY HIGHLANDS

UNIT I

THIS DECLARATION, made this 24th day of July, 1972, by LAKE TAHOE RECREATIONAL LAND COMPANY, INC., a Nevada Corporation, herein referred to as "Declarant", shall supercede that certain Declaration or Restrictions of Virginia City Highlands Unit I dated April 30, 1972, recorded at Book Z of Miscellaneous, Page 225, Official Records of Storey County, Nevada, which superceded Declaration of Restrictions shall be of no further force and effect;

WITNESSETH:

WHEREAS, Declarant is the owner of all the real property set forth and described on that certain map (herein referred to as "Map") entitled Virginia City Highlands Unit I, consisting of 8 sheets, which Map was recorded in the Office of the County Recorder of Storey County, Nevada, as Document No. 35070, on April 13, 1972; and

WHEREAS, all of the real property described in the Map comprises in the aggregate a single subdivision unit (herein referred to as "Unit") which is one of several units contemplated in the Virginia City Highlands general development (herein referred to as "Development"), which other units shall be developed from adjoining lands owned by Declarant and annexed to the Development as herein provided; and

WHEREAS, there are 1169 subdivided lots, the number or which lots and the legal descriptions of which are set forth on said Map; and

WHEREAS, IT IS THE DESIRE AND INTENTION OF Declarant to sell and convey said lots and before doing so to subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions", under a general plan or scheme of improvement for the benefit of all of the lots in the Unit and Development, and the future owners of said lots;

NOW THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement, and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the Map and or the Development as a whole, and all of them shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the real property or any part thereof subject to such Restrictions.

1. APPLICABILITY AND TERM

These Restrictions shall apply to all of the subdivided lots described in said Map. These Restrictions shall effect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until December 31, 1996, after which time the same shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change these Restrictions in whole or in part.

2. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Unit and Development, and are intended to create reciprocal rights between the respective owners of all said lots, to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors and assigns, operate as, covenants running with the land for the benefit of each and all other lots in the Unit and Development and their respective owners. Restrictions substantially the same as those contained herein shall be recorded on all future units of the Development in conformity with the general scheme of improvement of all lands to be included therein.

3. ARCHITECTURAL CONTROL AND PLANNING COMMITTEE

All plans and specifications for any building or swimming pool, or for any improvements, storage shed, fence, wall or other structure whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structure on any lot shall be subject to and shall require the approval in writing, before any such work is commenced, of the Architectural Control and Planning Committee (herein called "Committee"), as the same is from time to time composed.

The Committee is composed initially of three (3) members to be appointed by the Board of Directors of Virginia City Highlands

Property Owners' Association (herein referred to as "Association"). Any vacancy, whether arising from resignation, removal or death of a member, shall be filled by the Board of Directors of the Association. The Committee may appoint advisory committees from time to time to advise it on matters pertaining to the Development. There shall be submitted to the Committee two (2) complete sets of plans of any and all improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained.

The Committee shall approve or disapprove plans within Thirty (30) days from the receipt thereof. One (1) set of said plans with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee.

The Committee shall have the right to disapprove any plans submitted to it as aforesaid in the event such plans are not in accordance with all of the provisions of these Restrictions, if the design or color scheme of the proposed improvement or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans submitted are incomplete, or in the event the Committee deems the plans or any part thereof to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, all in the sole discretion of the Committee. The decisions of the Committee shall be final.

Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications.

Notwithstanding any thing to the contrary contained in this Declaration, the Committee shall not have the right to approve or disapprove any improvements other than single family residential improvements and non-single family residential improvements shall not be bound by the Restrictions imposed by this Declaration.

4. SIZE AND PLACEMENT OF STRUCTURAL IMPROVEMENTS

Every residence, dwelling and/or summer cabin constructed on the lot shall be constructed so that a least fifty percent (50%) of the exterior finish is unpainted natural wood and shall contain a minimum of 1,200 square feet of full enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports, and other outbuildings).

No one shall be permitted to construct a building for human habitation until such person has provided a source of water fit for human consumption, either by drilling a well on the property or by water piped in through a public or private utility, and no such construction will be permitted until such person has first installed a suitable sewage disposal system meeting all applicable government standards as stated in Ordinance No. 44 passed by the Storey County Commissioners on the 5th day of May, 1971.

Each lot shall have the following setbacks which limit the extent of the portion of such lot upon which any improvement can be constructed without the express approval of the Committee. The following dimensions shall govern for front, side and rear setbacks of all lots:

- (a) Thirty (30) feet from the front line of each lot fronting on a publicly dedicated road, or thirty (30) feet from the easement line for lots fronting on private roads on which street easements are imposed;
- (b) Fifteen (15) feet from each lot side line;
- (c) Forty (40) feet from the rear line of each lot.

5. GENERAL RESTRICTIONS AND REQUIREMENTS

The following general restrictions and requirements shall prevail as to the construction or activities conducted on any lot in the Unit or Development:

- (a) All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system approved by the Storey County Health Department.
- (b) No stripped down, partially wrecked, or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the Unit or Development, or on any lot in such a manner as to be visible to the occupants of other lots within the Unit or Development or to the users of any street therein.
- (c) Every tank for the storage of fuel installed outside any building in the Unit or Development shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street within the Unit or Development at any time except during refuse collections.
- (d) No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

(e) All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. In the event any such lot or improvement in the Unit should not be maintained as required herein, the Association may perform the necessary work, the cost of which shall be added to and become the part of the annual charge to which said lot is subject.

(f) No noxious or offensive activities shall be carried on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

(g) No tree in excess of four (4) inches in diameter shall be removed from any lot without first obtaining written consent of the Committee.

(h) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

(i) All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

(j) Signs of customary and reasonable dimensions approved by the Committee shall be permitted to be displayed on any lot advertising the same for sale. All other signs, billboards or advertising structures of any kind are prohibited except upon application to and written permission from, the Committee.

(k) No trash, ashes, garbage or other refuse shall be dumped or stored on any lot street, or other area in the Unit or Development except in areas specifically designated (if any) on the Map as "Dump and County Maintenance Yard".

(l) No improvement which has been partially or wholly destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of such destruction.

(m) Every building, dwelling or other improvement, the construction or placement of which is begun on any lot shall be completed within six (6) months after the beginning of such construction or placement.

6. VARIANCES

The Committee may allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity to the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of size and setback requirements may be granted hereunder, if in conformance with all applicable regulatory agency requirements.

7. VIRGINIA CITY HIGHLANDS PROPERTY OWNERS' ASSOCIATION.

Every person, including Declarant, who acquires title, legal or equitable, to any lot in the Development shall become a member of the Virginia City Highlands Property Owners' Association, herein referred to as "Association"; provided, however, that such membership is not intended to apply to those persons who hold an interest in any such lot merely as security for the performance of any obligation to pay money, e.g. mortgages, deeds of trust, or seller's interest under any real estate contract purchases.

Each member shall be entitled to one vote for each lot owned by said member. Each member shall be entitled to cast his votes in person or by proxy. The general purpose of the Association is to further and promote the community welfare of property owners in the Development.

Subject to the authority, rights and duties of any community service, assessment or maintenance district, and the County of Storey, the Association shall be responsible for the maintenance, repair and upkeep of the private streets and parks within the Development. The Association shall also be the means for promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of such streets and parks and such other properties within the Development as it may from time to time own.

The Association shall have all the powers that are set forth in its Articles of Incorporation and By-Laws or that belong to it by operation of law, including the power to levy against every lot in the Development uniform annual charges as set forth in its By-Laws of not less than \$10.00 or more than \$50.00 per year; provided, however, that no such charge is or shall be levied against or payable by the Association itself, or any corporation that may be created to acquire title to and operate any utilities serving the Unit or Development.

Every such charge shall be paid by the member of the Association on or before the date established by its Board of Directors pursuant to the resolution adopted by such Board fixing the amount of the annual charge. Written notice of any changes in the charge so fixed or the date of payment shall be sent to each member. No notice need be sent in the absence of a change from the prior year. Said charges shall remain a lien upon the property of the respective member until paid.

In the event any member fails to pay any such charge when due and the same has been delinquent for thirty (30) days, The Association shall forthwith cause a notice thereof and of the lien created thereby to be signed and acknowledged by it and recorded in the office of the County Recorder of Storey County, Nevada.

Such recorded notice shall embody said resolution and state the rate of the charge, the time payable, and when it becomes a lien. When paid, The Association shall from time to time execute, acknowledge and record in the office of the County Recorder of Storey County, Nevada, a release or releases of lien with respect to the property for which payment has been made. full receipts shall be issued to lot owners upon payment.

Each owner of a lot or lots in the Development shall, by acceptance of a deed thereto or the signing of a contract or agreement to purchase the same, whether from Declarant or a subsequent owner of such lot, bind himself, his heirs, personal representatives and assigns to pay all charges determined and levied upon such lot, including interest thereon and collection costs thereof, if any, including attorney's fees; and the obligation to pay such charges, interest and costs thereby constitutes an obligation running with the land. Sale or transfer of any lot shall not affect any lien for charges provided herein.

All liens herein provide for shall be enforceable by foreclosure proceedings in the manner provided by law for the foreclosure of mortgages and/or trust deeds; provided, however, that no proceeding for foreclosure shall be commenced except upon the expiration of four (4) months from and after the date the charge giving rise to such lien becomes due and payable.

Any lien created or granted under the provisions of this Declaration is expressly made subject and subordinate to the rights or toe beneficiary of any first deed or trust upon any lot in the Development, made in good faith and for value, and no such lien shall In any way defeat, invalidate or impair the obligation or the priority of such trust deed unless the beneficiary thereof shall expressly subordinate his interest, in writing, to such lien.

The funds arising from such charges, so far as may be sufficient, shall be applied toward the payment of expenses incurred by the Association in the maintenance of its properties and in furthering and promoting the community welfare of property owners in the Development, as set forth and provided in its Articles of Incorporation and its By-Laws.

8. OWNERSHIP OF STREETS

Each of the streets in the Unit designated on the Map, except as otherwise spelled on Sheet 1, will be private streets. Declarant hereby states, for itself, its successors and assigns, that it has conveyed or will convey its ownership of the streets and roadway easements and of those areas designated as park easements (if any) on the Map of the Unit to the Virginia City Highlands Property Owners' Association.

The Association may dedicate any private street and/or appurtenant easements, if any, to any appropriate governmental subdivision, and upon acceptance by such governmental subdivision, the Association shall no longer have any ownership or control of the property so dedicated; provided, however, that and such dedication must be approved by the vote or written consent of two-thirds (2/3) of its members entitled to vote.

9. EASEMENTS

Declarant has dedicated to Storey County, rights of way and easement areas for the installation and maintenance of public utilities within the private and public road rights of way as contained in the offer or dedication set forth on Sheet 1 of the Map as shown in the subsequent sheets.

On each lot, the right of way and easement areas reserved by Declarant or dedicated to public utilities purposes, or dedicated for governmental purposes to the County of Storey, and including all natural drainage courses whether within easement areas or in other areas of the lots, shall be maintained continuously by the lot owner, but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities, which may change to flow of water through drainage channels, or which damage or interfere with established slope ratios or create erosion of sliding problems. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

10. GRANTEE'S TITLE

Declarant shall convey fee title to lots within the Development grant deed subject to:

(a) These Restrictions;

(b) Easements and rights of way of record; and

(c) The reservation to Declarant of all oil, gas, gasoline and other hydro-carbon substances and all other minerals underlying and within the boundaries of such lot below a depth of 100 feet, without right of surface entry.

11. REMEDIES

The Association or any party to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence,

continuation or violation of any of the Restrictions and the Court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

The remedies hereby specified are cumulative, and this specification of thee shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any of these Restrictions shall be held to be a waiver by the party of, or an estoppel of that party to assert, any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

12. RIGHTS OF LIEN HOLDERS

A breach of any of the provisions, conditions, restrictions, covenants, easements or reservations herein contained shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on any or said lots or improvements thereon, provided, however, that any subsequent owner of said property shall be bound by the said provisions, conditions, restrictions, covenants, easements and reservations whether such owner's title was acquired by foreclosure or at a trustee's sale or otherwise.

13. GRANTEE'S ACCEPTANCE

The grantee of any lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the Jurisdiction, rights and powers of Declarant, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant consent and agree to and with Declarant, and to and with the grantees and subsequent owners or each of the lots within the Development, to keep observe and comply with and perform said Restrictions and agreements. Each such grantee also agrees, by such acceptance, to assume, as against Declarant, its successors or assigns, all the risks and hazards of ownership or occupance attendant to such lot, including but not limited to events or conditions occurring on adjacent or nearby lots or lands; provided, however, that the foregoing shall not be construed to mean that such grantee would be liable for the conduct of others on adjacent or nearby lots or lands.

14. PARTIAL INVALIDITY

In the event that any on or more of the Restrictions herein set forth shall be held by any Court of competent Jurisdiction to be null and void, all remaining Restrictions shall continue unimpaired and in full force and effect.

15. CAPTIONS

The captions of the various paragraphs of this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms or provisions thereof.

IN WITNESS WHEREOF, the Declarant has executed the Declaration on the day and year first above set forth.

LAKE TAHOE RECREATIONAL LAND COMPANY, INC.

By Paul Lazaris, President

By Harvey Susskind, Secretary

THE ORIGINAL OF THE ABOVE DOCUMENT WAS DULY SIGNED BY THE ABOVE AND PROPERLY NOTARIZED AND FILED WITH AND DULY RECORDED WITH THE STOREY COUNTY RECORDER ON JULY 25, 1972 IN BOOK 26, MISCELLANEOUS PAGE 1, FILE NUMBER 35354

VIRGINIA CITY HIGHLANDS PROPERTY OWNERS ASSOCIATION

Unit 1

ARCHITECTURAL GUIDELINES

These guidelines shall supersede all previous documents and shall apply to any and all Improvements from the date set forth below.

September 1, 2023

- I. **General**
- II. **Procedure for Plan Submission or Appeal**
- III. **Guidelines**
- IV. **Permitted Hours of Construction**
- V. **Variances**
- VI. **Fee Schedule**

I. **GENERAL**

Property in the Virginia City Highlands Unit 1 is subject to recorded subdivision restrictions and/or individual deed restrictions, as well as Storey County zoning ordinances. These restrictions provide that the design for any building or for any improvements, storage shed, fence, wall or other structure whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the roofs thereof, any later changes or additions thereto after initial approval thereof, and any remodeling, reconstruction, alterations, or additions to any building or other structure on any lot (herein collectively referred to as "Improvements") shall be subject to these Guidelines and shall require the approval in writing, before any such work is commenced, of the Architectural Control and Planning Committee (herein referred to as "the Committee"), as the same is from time to time composed.

If you are contemplating construction in the Highlands, it is strongly suggested that you first contact the Storey County Building Department and obtain the current local and state regulations regarding well and septic system permits as well as current building regulations, other necessary permits and related fee schedules. The Building Department's current address and telephone number are:

***Storey County Building Department
PO Box 526
Virginia City, Nevada 89440
(775) 847-0966***

The Board of Directors of the Virginia City Highlands Property Owners' Association (herein referred to as "the Board") and the Committee strongly discourage the scheduling of construction activities between the months of November and April. Winter road conditions may result in the inaccessibility of lots to construction contractor personnel, construction equipment and construction supplies deliveries.

II. PROCEDURE FOR PLAN SUBMISSION OR APPEAL

A. MEETING TIME AND LOCATION

The Committee generally meets at 6:30 pm on the first Tuesday of each month at the Virginia City Highlands Fire Station located east of the intersection of Lousetown and Cartwright Roads (herein referred to as "the Meeting.") The date and time of the meeting may from time to time be changed. Current meeting information is available on the VCHPOA website at: www.virginiacityhighlands.com.

B. COMMITTEE REVIEW PROCESS

1. The Committee meets monthly or as warranted by the number of submittals received, to review proposed projects. All plans must be reviewed for approval in person at the meetings only. No online/electronic submissions are permitted. Before any Improvements are commenced, approval in writing by the Committee is required.
2. Proposed Improvements are reviewed to determine compliance with these Guidelines. Plans of Improvements must be brought to the Meeting by the property owner or the agent thereof. Any active Committee member involved in any way with planned improvements submitted must abstain from voting on said submittal.
3. The following shall be submitted to the Committee:
 - a. A minimum of two (2) complete sets of planned improvements, both of which are to be printed on 8 ½" x 11" paper. One (1) set will be signed and returned to the party submitting the planned improvements.
 - b. Each set of planned improvements shall include as a minimum the following:
 - 1) A plot plan showing the following:
 - a) Location of the structure(s) on the lot(s), setbacks from the front, sides, and rear.
 - b) Location of all planned improvements proposed to be constructed, altered, placed, or maintained on the lot(s).
 - c) Side views, end views, and roof pitches of all the structure(s).
 - 2) Each sheet shall show at a minimum the owners' name, the physical street address where the construction shall take place, the lot number and the block number.
 - 3) Floor plans for residences and additions to residences shall indicate total living area square footage. Plans for barns, detached garages, and outbuildings shall show the square footage of each such improvement. Outbuildings will be considered for approval only after the residence has been completed.
 - 4) Brochures showing or samples of exterior colors and siding or roofing materials must be provided for approval.

4. The Committee shall, within thirty-one (31) days of the submission of planned Improvements, return the plans either with a signed approval form or with a listing of required modifications, conditions, or necessary clarifications (if any).
5. It is the owners' responsibility to submit planned improvements to the Committee that adhere to these Guidelines. Considerable time can be saved and confusion and misunderstandings avoided if the planned improvements are checked against these Guidelines prior to submittal.
6. The Committee shall have the right, after giving reasonable notice, to inspect any improvements placed upon any lot.

C. Decisions and Appeals

The Committee shall have the right, at its sole discretion, to disapprove any planned improvements submitted in the event such plans are not in accordance with the provisions of the CC&R's or these Guidelines, if the exterior design and/or colors of the proposed Improvements are not in harmony with the general surroundings of such lot(s) or with adjacent Improvements. If the plans submitted are incomplete, or in the event the Committee deems any part of the planned improvements to be contrary to the interests, welfare or rights of all or any part of the real property subject thereto, or the owners thereof. The decisions of the Committee may be appealed in writing to the Board.

III. GUIDELINES

A. SPECIFICATIONS - GENERAL

1. Every residence constructed on the lot(s) shall contain a minimum of 1,200 square feet, measured from the outside of the exterior walls. Garages, decks and sun porches, shall not be considered in calculating the 1,200 square feet.
2. Each lot shall have the following setbacks:
FRONT: Thirty (30) feet from the front line of each lot fronting on a publicly dedicated road or **Thirty (30) feet** from the easement line for lots fronting private roads on which road or utility easements are imposed.
SIDES: Fifteen (15) feet from each lot side line.
REAR: Forty (40) feet from the rear line of each lot.
Such Setbacks shall apply to the exterior perimeter of the contiguous and adjacent lots when such lots have been consolidated into one (1) parcel.
3. These setbacks shall limit the extent of the portion of such lot upon which any structure may be constructed without a variance. For purposes of determining the rear line of each lot, the shortest road frontage on a corner lot shall be deemed the front. Corner lots shall be reviewed in a case-by-case basis.
4. Every building, dwelling, or other improvement on which the construction or placement has begun on any lot (s) shall be completed within twelve (12) months after receiving the Committee approval. Extensions may be granted upon the request by the homeowner and approval by the Committee.
5. All structures constructed on any lot(s) shall be constructed on site with a substantial quantity of new material. No structures shall be relocated or placed on any lot

- without prior Committee written approval. No Modular or Manufactured Homes are permitted.
6. No residence shall be occupied until: (1) the residence has been completed in accordance with its approved plan, and (2) A Certificate of Occupancy has been obtained from the Storey County Building Department.
 7. No live trees in excess of four (4) inches in diameter shall be removed from any lot without first obtaining the written consent of the Committee, with the exception of trees that are within thirty (30) feet of the footprint of an approved structure. Trimming of Pinion trees from March through October is discouraged to minimize the probability of beetle infestation.
 - a. Defensible Space: All trees and brush within a 30 foot radius of the building area must be trimmed to a minimum of four (4) feet from the ground.
 - b. Lot Preparation and Condition: Trees and brush that are removed from the building area and the 30 foot defensible space area must be removed from the subject parcel within 10 days from clearing said trees and brush. This is required not only to protect the adjoining trees from the spread of bark beetles but to reduce the fire fuel in the area.
 8. Duplication of plans is discouraged. In not even shall the same plan (regardless of exterior treatment and/or reversal of layout) be approved within 2,500 feet radius of the proposed building lot.
 9. Storey County governs the allowance of living in a travel trailer or motor home that is connected to permanent well and septic during the construction of a residence. Storey County requires a permit and fee for such requests. Contact Storey County Building Department for more information.
 10. Once plans have been approved, any changes to approved plans, i.e., roof type, paint color, siding, etc., should be resubmitted to the Committee for approval at their next meeting before moving forward.

B. ARCHITECTURAL STYLE

1. The exterior design and building materials used for all improvements must be in harmony with the western Nevada mountainous terrain. Styles allowed shall include: log cabin, mountain, ranch, barn/gambrel, A-frame, chalet, and Spanish Style homes. Alternative home styles shall be considered on a case-by-case basis.
2. Foundations exposed more than two (2) feet shall be finished in such a way as to blend with the surrounding area or the home exterior.
3. All roofing materials must be Class "A" fire rated, in earth tone colors of brown, black tan, green, or copper.

C. EXTERIOR MATERIALS

1. Exterior siding materials permitted shall include:
 - a. Fire resistant building materials such as: Hardy board, stucco, stone, textured masonry and brick.
 - b. Wood
 - c. Other exterior materials as long as they maintain the appearance of wood grain or stone and have a natural, harmonious texture.

- d. Any exterior materials used must be in harmony with the surrounding area in style, color and general appearance.
2. Exterior Colors and Finishes: The exterior color of all structures and fences, excluding metal corral fences, shall be in subdued flat earthtone, woodtone, and/or natural colors that are in harmony with the natural surrounding area. Earthtone colors are considered to be medium to dark shades of reddish-brown, brown, tan, umber, and green. Anything that appears to be outside of these basic color guidelines shall be subject to the discretion of the committee. Pastel colors, white, or other colors that are not earthtone or woodtone shall not be allowed. The exterior colors of structures and fences shall be compatible with their surroundings and blend rather than contrast, with the existing vegetation and site. This amendment does not require structures and fences in existence as of July 26, 2003 to change their existing colors.
3. Fences:
 - a. The following types of fencing construction materials are permitted: Natural wood posts, boards, rails, native rock, a combination of natural wood and metal mesh lining, and vinyl posts and rails. Metal pipe corrals may be used for livestock enclosures provided that they are well maintained.
 - b. Fences or corral constructed with barbed wire or strand wire and metal posts are not permitted. Decorative Metal fencing more than three (3) feet tall is prohibited. Metal gates are allowed.
 - c. Open-rail type fences located between the front house line and the front road or utility easements line shall not exceed the height of six (6) feet. Picket and/or closed in solid, decorative-type fences located between the front house line and the front road or utility easements line shall not exceed the height of three (3) feet. On corner lots, open-rail type fences located between the front house line and the front road or utility easements line shall not exceed the height of four (4) feet and shall be placed back at least twenty (20) feet from corner.
 - d. Chain link fencing may be used only for dog runs and shall not be visible from directly adjacent roads.

IV. PERMITTED HOURS OF CONSTRUCTION

- A. When construction of any building has begun, the work thereon must be prosecuted diligently. Without prior consent of the Committee, construction activities and equipment maintenance shall take place only between the hours of 7:00 am to 7:00 pm Monday thru Friday, and 9:00 am to 6:00 pm on Saturday and Sunday. Non-noise generating construction activities such as interior painting, etc., shall not be subject to these restrictions. Permitted hours of construction apply to all homeowners, renters, and guests.
- B. Construction/Equipment parking shall not impede traffic on any road.

V. VARIANCES

- A. The Committee may, at its discretion, allow reasonable variances and adjustments to these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the Guidelines. Requests for variances shall be considered only with respect to setback, size, and lot configuration.

VI. FEE SCHEDULE

The fee schedule is established to offset Committee operating costs and costs associated with damage caused to Association roads by deliveries of heavy construction equipment and construction materials. Payment of fees shall be by cash or check made payable to the VCHPOA and shall be due upon approval of planned Improvements by the Committee.

- A.** Residences, including attached garages:
A total fee of \$5000.00, \$4800.00 of which is payment for the impact of construction upon the roadways and \$200 of which is an application fee to cover the expenses of the committee.
- B.** Additions, Barns, Detached Garages and Outbuildings:
Flat fee of \$200.00
- C.** Decks, covered porches, open-sided horse shelters and sheds, solar and wind structures.
Flat fee of \$100.00
- D.** solar and wind structures:
Flat fee of \$100.00
- E.** All other Improvements including but not limited to outbuildings smaller than 100 square feet, residing, re-roofing, fences, corrals, breezeways, window greenhouses, gazebos, awnings and repainting of Improvements with new or existing colors must be submitted to the Committee for approval.
No fee shall be levied.
- F.** The above fees structure is applicable to rebuilding of improvements following destruction by fire or by other causes.

Revisions approved by the Board of Directors – September 1, 2023

A handwritten signature in black ink, appearing to be 'JC' with a long horizontal stroke extending to the right.

Julian (Jay) Carmona
VCHPOA President

**SECOND AMENDED AND RESTATED BYLAWS FOR
VIRGINIA CITY HIGHLANDS PROPERTY OWNERS ASSOCIATION
a Nevada Non-Profit Corporation**

ARTICLE ONE

Name

The name of the corporation to which these Bylaws apply is the Virginia City Highlands Property Owners Association (hereinafter referred to as the "Association").

ARTICLE TWO

Definitions and Precedence

Section 2.01. "Declaration" refers to the Restated Declaration Restrictions for Virginia City Highlands, recorded in the Official Records of Storey County, State of Nevada and any amendments or restatements that may be recorded.

Section 2.02. "Member" is defined as persons entitled to membership in the Association by virtue of ownership of a Lot in the Virginia City Highlands as evidenced in the records of Storey County Recorder.

Section 2.03. Other terms used in these Bylaws shall have the meanings given in the Declaration.

Section 2.04. These Bylaws are intended to conform to NRS 116, the Declaration and Articles of Incorporation. Should conflict be determined to exist, NRS 116, the Declaration and/or Articles of Incorporation shall govern, as appropriate.

ARTICLE THREE

Members and Voting Rights of Members

Section 3.01. Only Members of the Association shall have voting rights. An Owner of a Unit shall automatically be a Member of the Association, and shall remain a Member of the Association until such time as his or her ownership of a Lot within the Association ceases, for any reason, at which time his or her membership in the Association shall automatically cease. The methods of voting shall be set forth in these Bylaws.

Section 3.02. Any Member may attend meetings of the Association and may vote at meetings or by written, dated and signed proxy conforming to the requirements of NRS 116.311 filed with the Secretary of the Association prior to or at the meeting. A proxy may be exercised only by another Member of the Association. Votes at a meeting may be cast either by voice, by valid and lawful proxy or by written ballot pursuant to NRS 116.311.

Section 3.03. When one (1) or more Members own an interest in a Lot there shall be but one vote per Lot; the vote for such Lot shall be exercised as the Owners shall determine but shall not be cast on a fractional basis. If the Owners of a Lot are unable to agree as to how their voting rights

shall be cast, then they shall be deemed to have forfeited their vote on the matter in question. If any Owner shall exercise the right to vote, it will be conclusively presumed for all purposes that he/she was acting with authority and consent of all other Owners of that same Lot.

ARTICLE FOUR Meetings of Members

Section 4.01. The presence of ten percent (10%) of the Members in person, by proxy or written ballot at any meeting of the Members shall constitute a quorum.

Section 4.02. Except as otherwise expressly provided in these Bylaws or Nevada law, action may be taken at a meeting of the Members at which a quorum is present upon the affirmative vote of a majority of the total voting power present at such meeting in person or by proxy. In the alternative, in lieu of a meeting, written ballots may be used.

Section 4.03. There shall be an Annual Meeting of the Members each year. The date of the Annual Meeting shall be in July or August, or other date as determined by the Board of Directors. In any case, written notice of the time, date, place and agenda of the Annual Meeting shall be delivered to the Members not less than fifteen (15) days nor more than sixty (60) days prior to the date fixed for such meeting. Pursuant to NRS 116.3108, the ballots for the election of members of the Board shall be opened and counted at the Annual Meeting.

Section 4.04. A meeting of the Members may be called for the purpose of considering matters which, by the terms of NRS 116, the Declaration, Articles of Incorporation, or these Bylaws, require the approval of the Members, or for any other purpose. A Member meeting may be called by the Board of Directors or by written petition signed by at least ten percent (10%) of the Members. Written notice of the time, date, place and agenda of such Member meeting shall be delivered to the Members not less than fifteen (15) days nor more than sixty (60) days prior to the date fixed for such meeting.

Section 4.05 For the purpose of determining Members entitled to notice of or to vote at any meeting or at any adjournment thereof, the Board may fix, in advance, a date as a record date for any such determination of Members. Such record date shall not be more than sixty (60) days before the date of such meeting.

Section 4.06 The President shall preside over the meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring at the meeting. The Board shall determine the procedures to govern the conduct of all meetings of the Association and such procedure shall not be in conflict with the Declaration, the Articles of Incorporation, or these Bylaws.

ARTICLE FIVE Notices

Any Notice permitted or required to be delivered by these Bylaws may be delivered as allowed by NRS 116, electronically, personally or by mail.

ARTICLE SIX
Nomination, Election, Tenure, Meetings
Powers and Duties of the Board of Directors

Section 6.01. The powers of the Association shall be vested in the Board of Directors. The Board shall consist of five (5) directors. The directors must be Members of the Association. There shall be no cumulative voting.

Section 6.02. The Board of Directors shall have: (a) the power to exercise for the Association all powers, duties and authority vested in the Association and not reserved to the Members by other provisions of NRS 116, the Declaration, the Articles of Incorporation or these Bylaws; (b) the power and duties specifically conferred upon the Association or the Board by applicable law, including Chapters 82 and 116 of the Nevada Revised Statutes, the Declaration, the Articles of Incorporation, or these Bylaws; and (c) all other powers and duties necessary for the administration of the Association and for enforcement of the provisions of NRS 116, the Declaration, the Articles of Incorporation, or these Bylaws.

Section 6.03. Solicitations for election to the Board shall be made by sending a solicitation form to each Member as provided in NRS 116.

Section 6.04. Directors shall be elected at the Annual Meeting and each director shall hold office for two (2) years. Terms shall be staggered. Except as allowed by Nevada law, the Directors shall be elected by secret written ballots. If the number of candidates is less than or equal to the number of members to be elected, then the Association will not prepare or mail any ballots and the nominated candidates shall be deemed to be elected at the member meeting at which the ballots would have been counted. There is no limitation on the number of successive terms that any director may serve.

Section 6.05. Vacancies in the Board of Directors resulting from death, resignation, removal, or failure of the Members to elect at the Annual Meeting may be filled by a majority vote of the Directors in office whether a quorum exists or not, and the Directors so chosen shall hold office until the next Annual Meeting.

Section 6.06. At any special meeting of the Members called for that purpose, the Members may remove any one or all of the Board of Directors, with or without cause as set forth in NRS 116.

Section 6.07. The Board of Directors may hold meetings at such place as it shall determine, but all such meetings must be within Storey County. All meetings of the Board shall be open to all Members of the Association. Non-members of the Association may not attend unless required by NRS 116.

Section 6.08. No Director shall receive compensation for any service he/she may render to the Association; however, with approval of the Board, a Director may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties.

Section 6.09. Upon adjournment of the Annual Meeting, the Board of Directors shall hold a meeting for the purpose of electing officers for the coming year. Regular meetings of the Board shall be held at least once every 100 days or as necessary to handle the business of the Association. Board meetings may be called by the President or a quorum of the Board with notice as required by NRS 116.

Section 6.10. A majority of the members of the Board shall constitute a quorum and a majority of those present may take action for the Board; however, no proxy voting shall be allowed at Board meetings.

Section 6.11. The Board of Directors shall keep written minutes of its meetings and such minutes shall be available for review in the office of the community manager once approved as accurate by the Board.

Section 6.12. The Board of Directors may appoint any committees as deemed appropriate in carrying out the purpose of the Association in the sole discretion of the Board. At least one Board member shall be appointed to any committee.

ARTICLE SEVEN Officers

Section 7.01. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, all of whom shall be elected by and from the Board of Directors for one year (1) terms, or upon earlier change at the discretion of the Board or Directors. Any Board member may serve in the capacity of multiple offices.

Section 7.02. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his/her successor elected at any meeting of the Board.

Section 7.03. The President shall be the Chief Executive Officer of the Association. He/she shall preside at all meetings of the Association and of the Board of Directors and shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

Section 7.04. The Vice President shall substitute for the President whenever the President is absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint a member of the Board to act on an interim basis.

Section 7.05. The Secretary shall ensure the minutes of all meetings of the Board and the Association are kept, shall ensure the official records of the Board and Association are maintained, and shall perform all duties incident to the office of Secretary and shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes.

Section 7.06. The Treasurer shall be responsible for ensuring complete and accurate accounts of all receipts and disbursements of the Association are kept. The Treasurer, or his/her designee, shall be responsible for the deposit of all monies and securities in the name and to the credit of the Association in such depositories as may be designated by the Board.

ARTICLE EIGHT
Assessments, Budgeting and Fiscal Year

Section 8.01. A fiscal year budget for the Association shall be prepared by the Board and submitted to the Members of the Association for ratification. Such budget shall take into consideration all anticipated receipts and expenditures of the Association for the coming fiscal year, shall show a comparison to the current budget, and shall not anticipate a deficit. The budget shall be prepared to reveal the function and object of all expenditures and shall include explanatory narrative, as appropriate.

Section 8.02. The fiscal year of the Association shall be January 1 through December 31.

ARTICLE NINE
Amendment

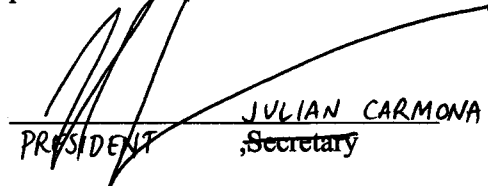
These Bylaws may be amended at any regular or special meeting of the Members by an affirmative vote of a majority of the total voting power present at such meeting in person or by proxy, assuming a quorum is present or by written ballot as long as at least the equivalent of a quorum return ballots and at least a majority of the ballots are returned in favor of the amendment and provided that the proposed amendment had been delivered in writing to all Members of the Association with the notice calling such meeting or with the written ballots.

CERTIFICATE OF SECRETARY ON FOLLOWING PAGE

I, the undersigned, hereby certify:

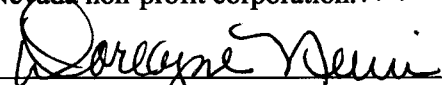
1. That I am the duly elected and acting Secretary of the Virginia City Highlands Property Owners Association, a Nevada non-profit corporation; and
2. That the foregoing Bylaws comprising six (6) pages, constitute the Bylaws of the Corporation as duly adopted vote of a majority of a quorum of the Members.

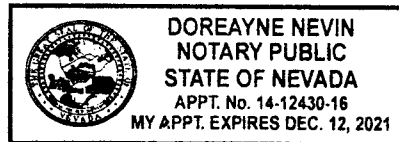
Dated this ~~17~~ 18 day of MAY, 2021.


 PRESIDENT JULIAN CARMONA
 , Secretary

STATE OF NEVADA)
 : ss.
 COUNTY OF STOREY)

This instrument was acknowledged before me on the 18th day of May, 2021 by Julian Carmona as ~~Secretary~~ President of Virginia City Highlands Property Owners Association, a Nevada non-profit corporation.


 Notary Public



The Bylaws were delivered to all Members of the Association on MARCH 21, 2021.

OFFICIAL RECORD

Requested By: VIRGINIA CITY HIGHLANDS POA

Storey County, NV
Marney Hansen Martinez, Recorder

Fee: \$37.00 RPTT: \$0.00
Recorded By: dmcpherson



FOR RECORDERS USE ONLY

APN# _____

Recording requested by:

Name: VIRGINIA CITY HIGHLANDS P.O.A.
Address: P.O. BOX 686
City/State/Zip: VC, NV, 89440

Mail tax statements to:

Name: _____
Address: _____
City/State/Zip: _____

Mail to, if different than above:

Name: _____
Address: _____
City/State/Zip: _____

Please complete Affirmation Statement below:

I, the undersigned, hereby affirm that this document submitted for recording does not contain any personal information and/or social security number of any person or persons (Per NRS 239B.030).

-OR-

I, the undersigned, hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law _____ (State specific law)

 JULIAN CARMONA PRESIDENT
Signature (Print name under signature) Title

BY-LAWS

(Insert Title of Document Above)

Only use the following section if it applies to your document

This document is being re-recorded to _____

This document is being recorded to correct document # _____, and is correcting
