

Morgan Ranch Architectural Control Committee

The goal of the Architectural Control Committee (MRACC) is to help maintain and/or improve the quality of Morgan Ranch homes and residential areas. It is beneficial to all homeowners to maintain a quality neighborhood, ultimately preserving and/or increasing the property values by adhering to the Morgan Ranch CC&Rs. The committee follows CC&R Article 3 and Article 5 (see below) as the guiding rules. There are just over 400 homes in Morgan Ranch, and about 30% are currently rentals. The homes were purchased with the CC&R's in place and they were designed to provide protection to the residents of Morgan Ranch. There is no prohibition of rental properties in the CC&R's and renters are subject to the same rules as other residents.

The Committee is a legitimate organization, made up of property owners who are all volunteers interested in maintaining the high quality of the development by reminding homeowners, and those who are renting, when rules of the CC&R's are violated. The committee has consulted with an attorney to assure validity. When a Morgan Ranch home is purchased, the deed papers indicate there are CC&R's on the properties. The buyer is required to initial pages that reference the CC&R's.

The committee goes to great lengths to follow the CC&R's regarding elections and appointing members. When replacing a departing member, and there is only one person interested, there is the option to appoint rather than having an election. At the recent (2023) change, letters were sent to homeowners, both residing here and living elsewhere, letting them know there were spaces for new members. It happened that there were the same number interested in retiring, so an election was not required.

Currently, the committee members wish to remain anonymous. Committee members in the past experienced privacy issues and pushback threats from fellow homeowners. The committee uses a signature referring to the committee and members agree to letters that need to be written, so it is appropriate to sign in such a manner.

The committee meets on a regular basis and any homeowner is welcome to attend the meeting. If you are interested in attending, please send an email morganranchgvacc@gmail.com with "Attend Committee Meeting" in the subject line and the reply will indicate date/time/location.

The Committee is always looking for people willing to visit with neighbors, assist with communication of mutual concerns and provide fresh ideas. Committee members are all volunteers. If you are interested in becoming a member, please send an email morganranchgvacc@gmail.com with "Committee Member" in the subject line.

ARTICLE 3 ARCHITECTURAL CONTROL COMMITTEE

Section 3.1. Establishment of Architectural Control Committee.

(a) The Architectural Control Committee (ACC) shall consist of five (5) individuals appointed initially by Declarant. Appointees or elected members shall each serve for a maximum of five (5) years. If any member of the Committee resigns or is unable to act, the remaining members shall appoint a successor who shall be an Owner of Record. Pending such appointment, the remaining members shall discharge the functions of the committee.

(b) Upon the sale of 100% of the Lots by Declarant and transfer of title or June 10, 1998, whichever occurs earlier, power to appoint members to the Committee shall pass from the Declarant to the Record Owners in the Subdivision. Power of appointment of the Committee shall be exercised by the Owners of Record upon compliance with the following appointment/election procedures:

(1) For the purposes of such transfer, "Record Owner" shall mean the individual, or individuals, or business entity or entities in which title to a Lot is vested as shown in the Official records of the County of Nevada.

(2) The existing members of the Committee shall post a notice for a minimum of seven (7) calendar days in a conspicuous location in the Project or distribute a notice via mail to each owner, announcing a vacancy on the Committee and soliciting nominations of Owners of Record to fill the vacancy.

(3) Should nominations not exceed the number of vacancies, the vacancy shall be filled by the remaining members who shall also discharge the functions of the Committee while the appointment is pending.

(4) Should nominations exceed the number of vacancies, the Committee shall post a Notice of Committee Election in a conspicuous location in the Project for a minimum of seven (7) calendar days which shall include the names of candidates and the place of balloting for the election. The Committee shall provide ballots, collect and count the same and post the outcome of the election. The remaining members of the Committee shall discharge the functions of the Committee while the election is pending.

(c) For purposes of election of Committee members there shall be one vote per Lot as determined by the Committee regardless of the number of joint Owners or occupants. A quorum for any such election shall be at least 15% of the record owners entitled to vote thereon. Those persons receiving the highest number of votes from among the nominees shall be elected Committee members.

Section 3.2. No Compensation

No individual member of any architectural Control Committee, however created, shall receive any compensation or make any charge for his/her service.

Section 3.3. Approval of improvements.

Prior to commencement of construction or installation of any improvement (as defined below/) w/within the Subdivision, other than the initial construction of residences by the Declarant or its successors, the Owner planning such improvement must first submit to

the Architectural Control Committee a written request for approval on a form provided by the Committee, prior to submission of such plans to any governmental entities for review/approval. The Owner's request shall include complete architectural working plans and specifications with a site plan showing all existing improvements and all proposed improvements including, but not limited to, floor plan, roof plan, and exterior elevations. Specifications shall include description of materials and colors proposed for all exterior features, wall surfaces, windows, doors, decks, fencing, and roofing. The term "improvement" as used herein includes, without limitation, the construction, installation, alteration or remodeling of buildings, walls, fences, grading, antennas, utility lines or any structure of any kind above or below ground level.

(a) Approval of the Owner's request shall be based on a written finding by the Architectural Control Committee that the proposed improvement conforms with this Declaration, is in harmony with the external design of other structures and/or landscaping within the Subdivision, and will not interfere with the reasonable enjoyment of any other Owner of his or her property including, without limitation, the rights of other Owners to enjoy scenic and solar access free of unreasonable obstructions. The majority decision of the members of the Committee shall prevail with a quorum of the Committee being three or more members. (b) In the event that the Architectural Control Committee fails to act on any Owner's request within fifteen (15) days after plans and specifications have been submitted to it, the request shall be deemed approved. In approving a request for construction of an improvement, the Architectural Control Committee may condition approval upon the adoption of modification in the plans and specifications, or observance of restrictions as to locations, noise abatement, lighting or any other element of this Declaration.

Section 3.4. Architectural Control Committee's Other Duties.

(a) The Architectural Control Committee may adopt reasonable rules relating to procedures and standards for architectural review, interpretation of the Declaration insofar as they pertain to matters within the jurisdiction of the Architectural Control Committee and the criteria and procedures for requesting variances from applicable property use restrictions. The Architectural Control Committee may charge a reasonable fee for review of plans to cover its costs of operation.

(b) The Committee shall also be empowered to review any other issues relating to the use of parcels or public improvements in the Project and the compliance of Owners with the provisions of this Declaration. The Committee shall function in an advisory capacity to owners. Owners are encouraged to resolve issues directly prior to referral to the Committee. This section is intended to provide for a "Community Approach" for the resolution of issues prior to seeking recourse from governmental entities or courts of law.

Section 3.5. Variances.

Except where superseded by City zoning regulations, the Architectural Control Committee may allow reasonable variances and adjustments on a case by case basis, of the property use restrictions provided for in Article 4 in order to overcome practical difficulties and to prevent unnecessary hardships in the application of the provisions

contained herein; provided, however, that a variance shall be allowed if the Committee makes written findings that a variance, if approved, would:

- (a) be consistent with the general plan and scheme for the Project as set forth herein;
- (b) comply with all applicable laws and regulations; and
- (c) not be materially detrimental or injurious to other property or Owners in the neighborhood.

Section 3.6. Limitations on Actions.

Any action to challenge a decision of the Architectural Control Committee shall be brought within thirty days of the decision, in a court or appropriate jurisdiction.

Section 3.7. Liability.

Neither the Committee, nor any member thereof, shall be liable to any Owner of Record or any third party strangers for any injuries or damages arising out of any defect in the proposed design or plans of any construction of any improvements, the materials contained therein, or the performance of any work thereof, or for any other actions of the Committee performed in accordance with this Declaration; it being the sole purpose and function of the Committee to pass only upon the environmental and aesthetic qualities of any proposed construction plan and the Committee's decisions or requirements for compliance with the provisions of this Declaration regarding other issues, such actions, decisions and requirements being taken for the benefit of each and every Lot and the Owner of Record thereof.

ARTICLE 5 ENFORCEMENT

Section 5.1. Enforcement.

Any Owner, including Declarant so long as it is an Owner, and the members of the Architectural Control Committee, acting jointly or individually, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, and architectural controls now or hereafter imposed by the provisions of this Declaration.

Section 5.2. Right to injunction.

It is hereby declared and acknowledged that damages for breach of this Declaration are inadequate and that any breach may be enjoined by appropriate legal proceedings.

Section 5.3. Abatement Order.

In addition, the Architectural Control Committee shall have the authority to order an abatement of any construction, alteration or any other matter if any action whatsoever is being taken without the approval of the Committee or such action does not conform to a variance or plans and specifications approved by the Committee or is in violation of any provision of this Declaration.

Section 5.4. Nuisance.

Without limiting the generality of the foregoing Sections the result of every act or omission whereby any covenant contained in this Declaration is violated in whole or in part is hereby declared to be a nuisance, and every lawful remedy against nuisance, either public or private, shall be applicable against every such act or omission.

Section 5.5. Costs and Attorneys' Fees.

In any action brought because of any alleged breach or default of any owner or other party hereto under this Declaration, the Court shall award to the prevailing party to such action all attorneys' fees and other costs.

Section 5.6. Failure to Enforce Not a Waiver.

The failure of Declarant, any Owner, the Architectural Control Committee, its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration shall not constitute a waiver of the right to enforce the same thereafter, nor shall failure result in or impose any liability upon the Declarant, the Architectural Control Committee, or any of its officers or agents. No work for which approval is required shall be deemed to be approved simply because it has been initiated or completed without a complaint, notice of violation or commencement of a suit to enjoin such work.