

**Construction Regulations**

*Updated August 2023*

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**Construction Regulations**

**Introduction**

The following construction regulations shall be adhered to for all on-parcel construction within Las Vegas Ranch Estates (LVRE). All builders, subcontractors, property owners and other persons shall be bound by these regulations. At its discretion, LVRE Property Owners Association (POA) may levy fines against the property owner or contractor or initiate legal action for violations of these regulations.

The contractor, property owner or representative thereof shall coordinate and schedule all construction activities to minimize interference, interruption and nuisance to residents and guests within LVRE. This includes, but is not limited to, activities that restrict the use of streets and common areas.

Construction Regulations apply to the construction of the primary residence, guest house, and any outbuildings.

**Pre-Construction Conference**

Prior to commencing construction, the contractor must meet at the parcel with a representative from the Design Review Committee (DRC) to discuss construction procedures and activities. The following must be completed by the property owner or contractor as a part of the Pre-Construction Conference:

* Delineate the area to be disturbed with yellow rope and re-bar or “t-posts.” Areas outside of the ropes must remain undisturbed, unless otherwise approved by the DRC.
* Submit a construction area plan showing the area to be disturbed, all improvements, on-site parking areas, trailer location (must be pre-approved), fire extinguisher locations, nursery, materials storage areas, portable toilets, and dumpster.
* Submit a signed “Acknowledgement of Construction Regulations” (included with this package as “Appendix E”).
* Submit a subcontractor list with subcontractor name and contact information.
* Submit a construction schedule.
* Provide a Construction Deposit as specified in Appendix F; these deposits are required from both the owner and the contractor. Checks should be made to LVRE POA. Deposits are refundable less any charges for road damages and/or construction rules violations upon Final Approval of construction activities. Additional Deposits are required for guest houses and outbuildings designed and built separately from the primary residence or constructed by a different General Contractor.

**Construction Access**

Las Vegas Ranch Estates is a private, restricted access community. All construction personnel must enter and exit the community through the Camp Wood Road gates only. Construction personnel and deliveries are prohibited from using the Fair Oaks Road gates and violations may result in fines. See Appendix D for the Construction Violations Fine Schedule. Exceptions may be allowed under certain circumstances but must be approved in advance by the DRC.

Transponder cards are available for purchase by the contractor, architect, or other such personnel that require more frequent access over the duration of construction.

Contractors, property owners, or representatives thereof shall be responsible for all damages, accidents, injuries, etc., caused by or resulting from the action and/or negligence of any persons or entities permitted access at the property owner’s or contractor’s request.

**Construction Hours**

Construction activities within LVRE are allowed between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday and from 8:00 a.m. to 3:00 p.m. on Saturday. The DRC maintains the right to amend these hours at any time. If it is necessary to conduct construction activities outside of these hours, approval from The DRC must be gained prior to these activities. If this is not worked out in advance, contractors will not be permitted access to the community until normal construction hours.

Construction activities are not allowed on Sundays or National Holidays. The DRC reserves the right to proclaim additional days as non-workdays. Construction-related deliveries are restricted to established construction hours as described above. Such deliveries are specifically prohibited on Sundays, National Holidays, declared non-working days, and before 8:00 am and after 3:00 pm on Saturdays. Exceptions may be allowed under certain circumstances but must be approved in advance by the DRC.

**Protection of Ranch Environment**

Las Vegas Ranch Estates seeks to preserve the natural landscape to maintain a rural, ranch character throughout the community. Areas of a Parcel that lie outside of the approved area of disturbance are to remain in their natural undisturbed condition, unless otherwise approved in writing by the DRC. At the request of the property owner/contractor, the DRC may approve the trimming or removal of dead or diseased branches and trees outside of the disturbed area. All plant debris resulting from construction must be immediately cleaned up and removed from the construction site.

Thproperty owner or contractor shall not trim or remove vegetation for the purpose of creating view corridors outside of the disturbed area. The DRC reserves the right to require additional, mature trees to be planted if trees were removed without approval.

**Signage**

A “builder” sign containing parcel number, address, and builder and architect information is required for identification purposes for each site. Upon receipt of a building permit, the sign should be placed in conspicuous location at the front of the parcel, at the driveway. As well, attractive, well-kept signs indicating jobsite rules may be placed in a location interior to the site and relatively inconspicuous from the street. Additional address identification, subcontractor, supplier, lender, or other signage is expressly prohibited.

**Inspections**

The DRC reserves the right to inspect parcel construction sites at any time during the construction process. It is the responsibility of the contractor to adhere to approvals gained through the design review process and to abide by construction site regulations. The contractor must pursue changes from the approved design in writing.

**Inspection for Final Approval**

An inspection is required for Final Approval of improvements. All exterior finishes, site work, landscaping and hardscape should be complete at this time and the site should be in its final presentation state. The Inspection for Final Approval will focus on several areas:

* Adherence to technical requirements of the Design Guidelines.
* Adherence to the approved design (material selections, execution of specific conditions resulting from the Design Review Process, etc.)
* Site condition (site clean and free of debris; common areas and road shoulders not disturbed or damaged by parking or other construction activity; graded areas comfortably transitioned to natural areas; no areas disturbed outside of approved area of disturbance; etc.)
* Maximum Height verification - of ridge and parapet elevations to assure compliance to maximum heights.

**Fire Safety**

The natural ranch landscape is delicate a subject to the risks of wildfires; therefore LVRE will aggressively inspect and enforce the following Fire Safety regulations. The LVRE POA reserves the right to a “zero tolerance” approach, and at its discretion, may ban contractors, sub-contractors, supplies or other personnel from the site for violation of the following regulations:

**In the event of a fire, immediately call “911” for emergency assistance.**

* All construction sites are required to have at least two fully always charged seven-pound minimum fire extinguishers on-site.
* **Outdoor smoking is strictly prohibited on construction sites – without exception**. Smoking is only permitted within vehicles.
* All personnel engaging in spark-producing activities such as welding or grinding are required to keep a minimum of two five-gallon buckets of water and a charged, always working fire extinguisher (seven pound minimum) within ten feet.
* Construction vehicles are required to have a minimum of one charged, always working fire extinguisher (seven pound minimum) on board.
* Absolutely no fires for the purpose of construction activities are permitted – without exception.

**Construction Site**

* Prior to construction, the contractor and/or property owner must place sand or a suitable material, on the shoulder adjacent to the drive that will be used as the primary site entrance to assure that large vehicles have a protected path if they need to swing wide to access the lot. Sand may be removed from Hitt Wash for this purpose with the approval of the DRC. This sand depth must be thick enough and run for a sufficient length to assure that the shoulder opposite the drive is not damaged during construction.
* Boundary Demarcation: The boundary of the approved area to be disturbed must be identified by tape or rope prior to and during construction, starting with the initial cutting in of the driveway.
* Construction Trailers: Construction trailers may be used for field offices or for storage with prior approval from the DRC. Any contractor who desires to set up a construction trailer shall indicate the location, size, color, graphics, temporary utility location, etc. on the construction area plan for approval by the DRC prior to installation of such facilities. ***Overnight occupancy of construction trailers is strictly prohibited****.*
* Storage: All material, tools, supplies, and equipment shall be kept within the area to be disturbed. All materials shall be neatly stacked.
* Sanitary Facilities: Contractors or property owners shall be responsible for providing drinking water and adequate sanitary facilities for construction workers. A portable toilet must be located on the parcel and remain there until all construction activities are complete. Portable toilets must be maintained on a regular basis.
* Parking Area: Vehicles shall be parked so as to not inhibit traffic or cause damage to the natural landscape. A location within the area to be disturbed will be designated for construction parking. Vehicles may not drive or park on the road shoulders. The repair or replacement of damaged plant material and irrigation lines adjacent to or near the parcel will be considered as a condition for Final Approval.
* Debris and Trash Removal: Construction sites shall be maintained in a safe, clean, and orderly condition always. Each site must have a commercial style dumpster capable of holding at least one week’s worth of construction debris. Contractors shall clean up all trash and debris on the construction site at the end of each day. Contractors, property owners, or representatives thereof are prohibited from dumping, burying, or burning trash anywhere within LVRE.
* Dust and Noise Control: The property owner or representative thereof shall be responsible for controlling dust and noise from the construction site.
* Security: The contractor for each site is responsible for securing their own tools and materials.
* Occupational Safety and Health Act (OSHA) Compliance: It is the responsibility of the contractor to understand and observe all applicable OSHA regulations and guidelines during the entire course of construction.

**Personnel**

**The property owner or representative thereof will be responsible for the conduct and behavior of builders, agents, representatives, contractors, and subcontractors per the following regulations:**

* All construction personnel shall maintain their appearance and conduct themselves in an appropriate manner.
* Workers shall not interfere with, nor create a nuisance for, any resident or guest of LVRE or interfere with the use, enjoyment and operation of the facilities and livestock in Las Vegas Ranch.
* Radios, audio equipment, horns, fireworks, and other unnecessary noise-producing objects are prohibited.
* Absolutely no pets, children, alcoholic beverages, illegal drugs, firearms, or other weapons are permitted on any construction site in LVRE at any time.
* Hunting within LVRE or Las Vegas Ranch is strictly prohibited. Violators will be subject to permanent eviction from the project and possible legal prosecution. No target practice is allowed using either firearms or bows.
* Speeding and reckless driving will not be permitted. A *maximum* speed limit of 40 mph shall be always observed. When approaching pedestrians and equestrians along the LVRE roadways a 10 mph speed limit must be observed. All property owners, and the contractors and subcontractors individually acknowledge that speeding fines of a minimum of $100 per incident may be imposed. **See Appendix D for the Construction Violations Fine Schedule**.
* The property owners, contractors, and subcontractors agree that the determination of a speeding violation shall be solely determined by the DRC and without a right of appeal by the property owner, contractor, or subcontractor.
* Concrete suppliers, plasterers, painters, or any other subcontractors may clean their equipment only within an area designated on the parcel wherein they are working. Runoff and debris from cleanup must not extend beyond the area of disturbance and is strictly prohibited on the roadways or common areas. The cost to mitigate such dumping will be deducted from the construction deposit.
* Gates: Contractors shall acquire gate access cards from the Association Manager via HOAMCO. These cards are to be returned upon final approval of construction from HOAMCO. NO GATE ACCESS CODES ARE TO BE USED AT ANY TIME BY CONTRACTORS, SUB-CONTRACTORS OR FOR DELIVERIES.



**Appendix D**

**Construction Violations Fine Schedule**

As noted in the Introduction to this document, the Design Review Committee (DRC) at Las Vegas Ranch Estates (LVRE) is tasked with these primary responsibilities:

* Establish and maintain architectural and construction guidelines that preserve and enhance property values.
* Work closely with property owners to address problems, ensure compliance with architectural and construction guidelines, and facilitate the successful completion of construction projects.
* Manage construction vehicle access, protect the roads, and ensure the safety and security of the residents during construction.
* Minimize the impact of construction activities on neighbors and surrounding environs.

To fulfill these important responsibilities the DRC is empowered by the Declaration and the LVRE Board of Directors (BOD) to:

* Amend these Architectural Design Guidelines as necessary.
* Impose other restrictions as required to enforce architectural guidelines, construction requirements, and the construction process (see Appendix D for the Construction Violations Fine Schedule).
* Submit Fine Notices to the BOD for consideration and approval in the event of design or construction violations.

The property owner is ultimately responsible to ensure that the architectural guidelines and construction requirements and regulations are met and that any fines are paid.

**Fine Notification**

Once the DRC identifies a violation, the DRC has the authority to either issue violation notices orrecommend to the BOD that a fine be imposed upon a property owner, a contractor, or both. Fines start at $100 and may increase to $1,000 under certain conditions. These conditions include, but are not limited, to the following:

* Willful negligence
* Uncooperative response
* Repeat occurrence
* Previous multiple violations
* Egregious behavior
* Damage to roads or gates
* Speeding
* Reckless driving
* Potential or real impact to LVRE Residents
* Existing unpaid fines

In addition to a fine, a property owner or contractor will be billed for repair costs to roads, gates, or signs.

Some fines may accumulate daily until the violation is cured. Repeated violations may also result in the denial of work at LVRE.

When the DRC identifies a violation, the DRC will provide either a written **Violation** **Warning** **Notice or Violation Fine Notice** to both the contractor and the property owner. For a Violation Warning Notice, the contractor or property owner must correct the violation within the time frame provided in the notice or inform the DRC why it cannot be corrected within that time frame. If neither of these conditions are met, the DRC may request the BOD to impose a fine for the violation. As noted, **Repeat Violations** may result in the imposition of additional fines and/or legal action by the Association.

If a fine is issued, the contractor or property owner can request a hearing with the Board of Directors (BOD) to appeal the fine. A majority of the BOD can then approve, reject, or modify the fine. In the event the BOD cannot agree, the Association attorney will be contacted for the purpose of mediation.

**Fine Payments**

All fines must be paid within 10 days of the **Violation Fine Notice**. Fines not paid within 10 days are subject to a 20% penalty and interest charges. Any unpaid fines, plus penalty and interest, will be deducted from the construction deposit at the completion of the project (see Appendix F). However, at any time that charges to the construction deposit exceed the balance, the contractor or owner must refund the construction deposit to the original amount (Appendix F) or construction activities may be halted.

**Payment to Repair Roads, Gates, or Signs**

A property owner or contractor will be billed for costs to repair roads, gates, or signs that were damaged during construction activities. These costs must be paid within 10 days of the **Invoice Receipt**. Invoices not paid within 10 days are subject to a 20% penalty and interest charges. Any unpaid invoices, plus penalty and interest, will be deducted from the construction deposit at the completion of the project (see Appendix F). However, at any time that charges to the construction deposit exceed the balance, the contractor or owner must refund the construction deposit to the original amount (Appendix F) or construction activities may be halted.

**Violations**

The following is the list of violations that may result in a warning or a fine of $100 to $1,000; some violations, as noted, may incur both an initial fine and daily charges until the violation is cured. Special circumstances and requirements are also noted. The Design Review Committee (DRC) may modify this list as necessary.

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| **Violation** | **Notes** |
| Starting construction prior to DRC approval  | Pre-construction meetings are mandatory for primary residences, guest houses, and all outbuildings. Minimum $500 Fine. |
| Construction Vehicles entering LVRE at Fair Oaks  | Minimum $100 Fine. |
| Delivery Vehicles entering LVRE at Fair Oaks  | General Contractors and Property Owners are responsible for ensuring all suppliers are aware that they must only use Camp Wood Road to access the job site. Minimum $100 Fine. |
| Working Hours Violation:  | No work before 6:00 am or after 6:00 pm Mon-Fri and 8:00 am-3:00 pm Sat. No work on holidays or Sundays. Saturday construction prohibits use of heavy equipment or loud power tools. Minimum $100 Fine. |
| Speeding  | The property owners, contractors, and subcontractors agree that the determination of a Speeding violation shall be solely determined by the DRC and without a right of appeal by the property owner, contractor, or subcontractor. Minimum $250 Fine. |
| Reckless Driving  | The property owners, contractors, and subcontractors agree that the determination of a Reckless Driving violation shall be solely determined by the DRC and without a right of appeal by the property owner, contractor, or subcontractor. Minimum $250 Fine. |
| Playing of Radios (not permitted on construction site)  | Minimum $100 Fine. |
| Smoking outside of a vehicle:  | Minimum $100 Fine. |
| Burning of any materials, trash, or debris on the job site  | Minimum $250 Fine. |
| Any changes to DRC approved plans without approval  | Minimum $500 Fine. |
| Failure to complete residence within 3 months of the agreed upon schedule; the present schedule is 18-24 months.  | The clock starts when construction starts. Minimum $500 Fine. |
| Failure to complete apron at permanent driveway location according to the agreed upon schedule  | Minimum $250 Fine. |
| Construction fencing not properly erected or properly maintained  | Minimum $100 Fine. |
| Dumpster or portable toilet not installed or installed in an unapproved location  | Minimum $100 Fine. |
| Building materials or equipment outside of property line  | Minimum $250 Fine. |
| Improper disposal of trash or building materials  | Minimum $250 Fine. |
| Mud, dirt, oil or concrete on road, adjacent property, or street \_\_\_\_\_  | Minimum $100 Fine. |
| Parking on adjacent property or common areas or restricting traffic  | Minimum $100 Fine. |
| Overnight parking on streets or common areas of vehicles, equipment, or trailers  | Minimum $100 Fine. |
| Pets or family members on constructions site without permission. | Minimum $100 Fine. |
| Alcoholic beverages, drugs, or firearms on construction site or LVRE property  | Minimum $500 Fine. |
| Trespassing on adjoining lots  | Minimum $250 Fine. |
| Less than 2 fire extinguishers or other unsafe condition(s)  | Minimum $100 Fine. |



##  **Appendix E**

Acknowledgment of Construction Regulations

CONTRACTOR: PARCEL#:

CONTACT PERSON: PHONE #:

I acknowledge I have read and understand the Construction Regulations including the Fine Schedule for Las Vegas Ranch Estates (LVRE). I commit to observe these regulations and acknowledge that the Property Owners Association has the authority to halt construction activities at my site for violations of these requirements.

I acknowledge all suppliers, subcontractors, and consultants for this project are my responsibility, and therefore I will ensure they understand and abide by these regulations, specifically including the requirement to enter and exit the site through the Camp Wood Road gates only.

I understand my obligation to the marketing efforts of the community and to the residents of LVRE to keep an orderly, clean, and safe jobsite always. My personnel will regularly assess the condition of the site and take measures to rectify unsightly conditions.

I acknowledge that fines may be issued pursuant to the Fine Schedule in Appendix D for all violations of the construction regulations.

I acknowledge that I am responsible for repair costs to roads, gates, or signs that resulted from construction activities.

I agree to pay all fines or repair costs confirmed after any appeal within 10 days. I understand any unpaid fines or repair costs may be subject to a penalty and interest and will be deducted, without appeal, from my construction deposit.

I agree to refund the original Construction Deposit at any time that the pending charges against the Deposit exceed the balance.

SIGNATURE: DATE

***Please submit this form at the Pre-Construction Conference***.

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**Appendix F**

Summary of Construction Fees\*

Construction Deposits are required from both the Property Owner and the General Contractor. If the Property Owner also assumes the role of General Contractor, the Property Owner is responsible for both deposits (e.g., $13,000 for the Construction Deposit on a Residence Construction).

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Property Owner** |  **General****Contractor** |
|  | **Residence Construction** |  |  |
|  |  Preliminary Submittal Fee | $4,500.00 |  |
|  |  Construction Deposit | $6,500.00 |  $6,500.00 |
|  |
|  |  |  |  |
|  | **Guest House Construction** |  |  |
|  |  Construction Deposit | Up to $4,000.00 | Up to $4,000.00 |
|  |  |  |  |
|  | **Outbuildings Construction** |  |  |
|  |  Construction Deposit | Up to $4,000.00 | Up to $3,000.00 |
| ***\*All fees are subject to periodic adjustment. Above fees are as of 9/1/2023.*** |