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Washoe County Recorder

Lawrence R. Burtness - Recorder

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Page 1 of 173



Caughlin Ranch

Final Development Standards Handbook

Prepared for:

CITY OF RENO
1 EAST FIRST STREET
RENO, NV 89505

Approved May 1987
First Revision Approved - November 13, 2001
Second Revision Approved - November 4, 2015

When Recorded Return to:

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**NOTICE OF DESIGN GUIDELINES FOR CAUGHLIN RANCH PLANNED UNIT
DEVELOPMENT**

(Second Revision - November 4, 2015)

Notice is hereby given that the Planned Unit Development Guidelines for the Caughlin Ranch Planned Unit Development, entitled Caughlin Ranch Development Standards Handbook, "1st amendment", November 13, 2001 have been revised, effective November 4, 2015. A copy of the revised guidelines is attached hereto and incorporated herein.

This revision supersedes the applicability of previous revisions to the Guidelines. The November 13, 2001 version was the last revision that was recorded in the office of the Washoe County Recorder on May 30, 2002 as Document No. 7693451.

DATED this 22nd day of Jan., 2016

By: Lorrie Olson

Lorrie Olson, General Manager
Caughlin Ranch Homeowners Association

State of Nevada

County of Washoe

On this 22 day of January, 2016, personally appeared before me, a Notary Public, personally known to me (or-proved) to be the person whose name is subscribed to the above instrument who acknowledged to me that he ^{she} executed this instrument.

In witness whereof, I have hereunto set my hand and affixed my official stamp at my office in the County of Washoe the day and year in this certificate first above written.

[Signature] (Seal)

Signature of Notary Public

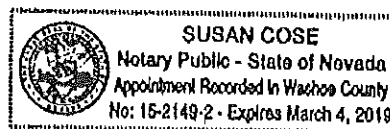


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 City Clerk’s Letter dated 12/15/2000
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1. Introduction

Project Description

The Caughlin Ranch offers a unique balance between the man-made and natural environments. Very briefly, the Caughlin Ranch includes 2,454 homes, a variety of recreational facilities, and a supporting amount of commercial and service space. Caughlin Ranch is bisected by the city boundary with 1,990 of the homes located in the City of Reno and the balance of 464 are located in Washoe County. The 2,307± acre Ranch, which includes 1,261 acres located in the City of Reno and 1,046 acres located in Washoe County, stretches from the foothills above the upper reaches of Skyline Boulevard to the Truckee River north of Mayberry Drive. The location of the Caughlin Ranch in a regional context is shown on the following page. As can be seen, the Ranch abuts the Sierra Nevadas forming what is likely the western limit for development of the greater Reno area. A key asset of the Caughlin Ranch is its rural/suburban flavor, and yet it is only a short distance from the existing centers of metropolitan activity.

The Caughlin Ranch Shopping Center, a "neighborhood" commercial center, lies at the southern intersection of Caughlin Parkway and McCarran Boulevard. This center includes neighborhood shopping, specialty shops, and restaurants. This center is complemented with office space. A smaller commercial site, Caughlin Crossing, is located at the northern intersection of Caughlin Parkway and McCarran Boulevard.

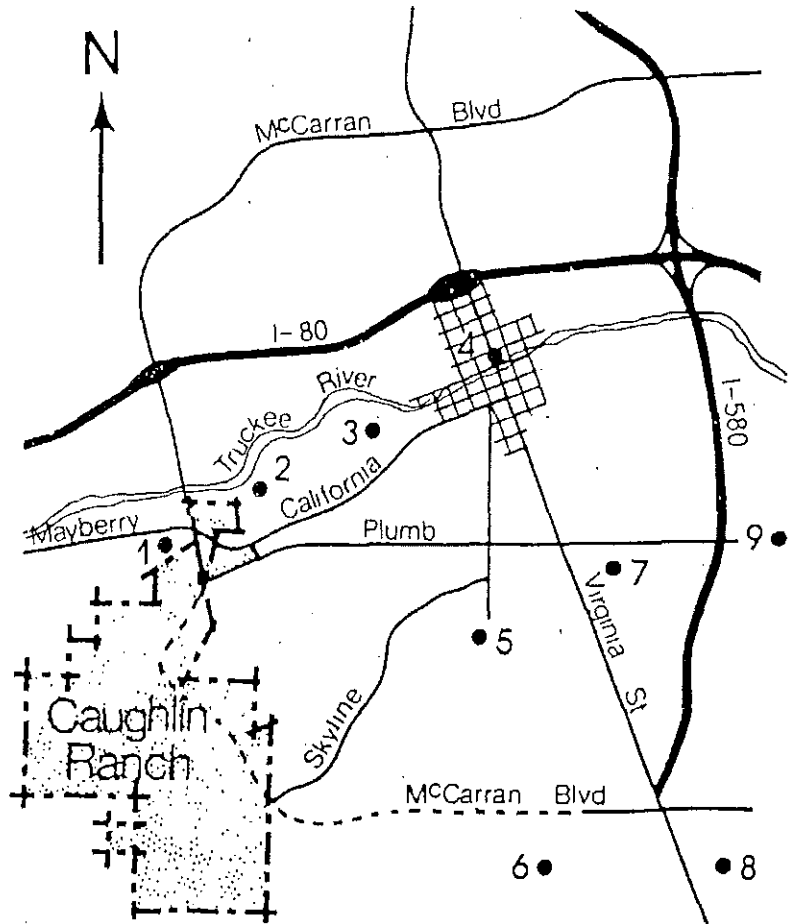
Recreation facilities are located in the more central portions of the project. An extensive system of paths link all the neighborhoods of the Ranch to the two hubs of recreation activity -- the Village Green Park and the private Caughlin Club. The Caughlin Club includes tennis, swimming, racquetball, a full gymnasium and exercise facilities, coupled with food and beverage service and meeting rooms for social events. The Village Green Park provides a baseball/soccer/football field, tennis courts, a picnic area, and playground facilities. Other smaller Caughlin Ranch park areas and open spaces round out the recreation opportunities.

An elementary school is located such that it is approximately at the population center of the Caughlin Ranch and also roughly spaced between the existing schools near the project. Finally, a recreational vehicle storage and mini warehouse facility will be provided to avoid parking and visual problems often associated with "forcing" recreational vehicles in a residential area. This facility will be located adjacent to Sierra Pacific Power Company's electrical substation, where visual impacts can be minimized.

All of the above master plan elements are functionally linked with a logical and comprehensive transportation network. The main artery of the project is Caughlin Parkway, which extends from Cashill Boulevard to Plumb Lane. Caughlin Parkway is anchored by Caughlin Village on the south and by Caughlin Crossing on the north. Caughlin Parkway is a partially landscaped, limited access street that offers a variety of street scenes along its length. The parkway provides logical and convenient access to all of the uses envisioned for the Caughlin Ranch. Rounding out the transportation features is a comprehensive network of bicycle/pedestrian improved paths and unimproved trails. The various routes are designed to provide safe, convenient and pleasant transportation alternatives to the automobile.

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

1. Roy Gomm Elementary School
2. Swope Middle School
3. Reno High School
4. Downtown Reno
5. Washoe Golf Course
6. Lakeridge Golf Course
7. Park Lane Mall
8. Meadowood Mall
9. Reno-Cannon Airport



Location Map

The Caughlin Ranch Concept

The project includes limited commercial, educational and recreational facilities, but it is essentially residential in nature. Housing types range from the contemporary patio home to the rambling ranch-style estate home common to the southwest Reno area. Building materials are restricted to those that complement each other and the character of the site yet still allow for significant variety. The individual projects are unified through common signage, lighting and fencing themes. Architectural concepts and landscaping, along with the overall functional design of the community, further tie the project together.

The Caughlin Ranch creates a unique blend of open space and housing, affording a lifestyle up to this time unavailable in the Truckee Meadows. The central thesis is that a sensitive, balanced and functional residential community will provide optimal benefits to those who live there, and at the same time complement and enhance neighboring areas.

As much as the master plan envisions a model residential community, it also strives to retain as much of the natural splendor of the site as is possible. After all, it is the site itself that makes the Caughlin Ranch an ideal place to live. Trees, hillsides, meadowlands and their associated panoramas and vistas are preserved and augmented, with the housing sensitively placed to take advantage of, yet still respect, the setting.

In addition to protecting the values of the site, the master plan also recognizes the need to ensure that Caughlin Ranch uses are compatible with those of the adjoining properties. To this end, neighboring uses are either matched with a use of similar character or are buffered. An example of the former is where the use of single family homes/homesites at the end of Skyline View Drive is merely extended on the Caughlin Ranch in Eastridge at a similar density. Illustrating the latter concept is the Juniper Creek area which is buffered from Caughlin Ranch development by an open area of meadowlands and water features. The means of ensuring compatibility in each case is dictated by the character of that specific portion of the site and by the uses involved.

Nonresidential uses are proposed for the Caughlin Ranch when they effect a higher quality of life, both onsite and offsite, and where they will not conflict with other uses, whether proposed or existing. The retail and office uses provide much needed shopping, services and close job opportunities for the residents of adjoining neighborhoods as well as for the Caughlin Ranch population. Much of the area adjacent to the Ranch is significantly under served with retail and office uses.

The Caughlin Ranch concept includes a new approach to the provision of neighborhood parks and recreational facilities. In the past, the City of Reno and Washoe County have been responsible for the construction and maintenance of park facilities. With the advent of property tax caps implemented by the Nevada Legislature in the early 1980's, Planned Unit Developments were encouraged to provide neighborhood parks through the credit or refund of Residential Construction Taxes (park taxes) collected by the City and County. The Caughlin Ranch Recreational Management Plan element was adopted to ensure the efficient and effective use of park tax funds and the provision of a diverse type of park and recreational facilities to the residents of Caughlin Ranch. The Association's common areas and park facilities are unique because of the fact that the general public uses these facilities, but the maintenance costs are borne strictly by the members of the Association. As such, the park facilities of the Caughlin Ranch are quasi-municipal. This is an example of the privatization of public improvements and how the flexibility allowed for Planned Unit Developments can benefit the homeowners of the Association and the community.

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

There are approximately 20 lineal miles of trails throughout Caughlin Ranch. Most trails connect neighborhoods and create pedestrian and bicycle travelways that do not conflict with motorized vehicle traffic. The main trail extends from the Truckee River along the Alum Creek corridor several miles through the common area. After the pavement ends, the more adventurous walkers can hike another 2.5 miles up the canyon into the public lands of the Toiyabe National Forest. In an area where access has been cut off to public lands with the construction of new developments, the Caughlin Ranch concept ensures that access corridors are maintained to the public lands of the Toiyabe National Forest.

2. Master Plan

Land Use

The following table presents a statistical description of the project.

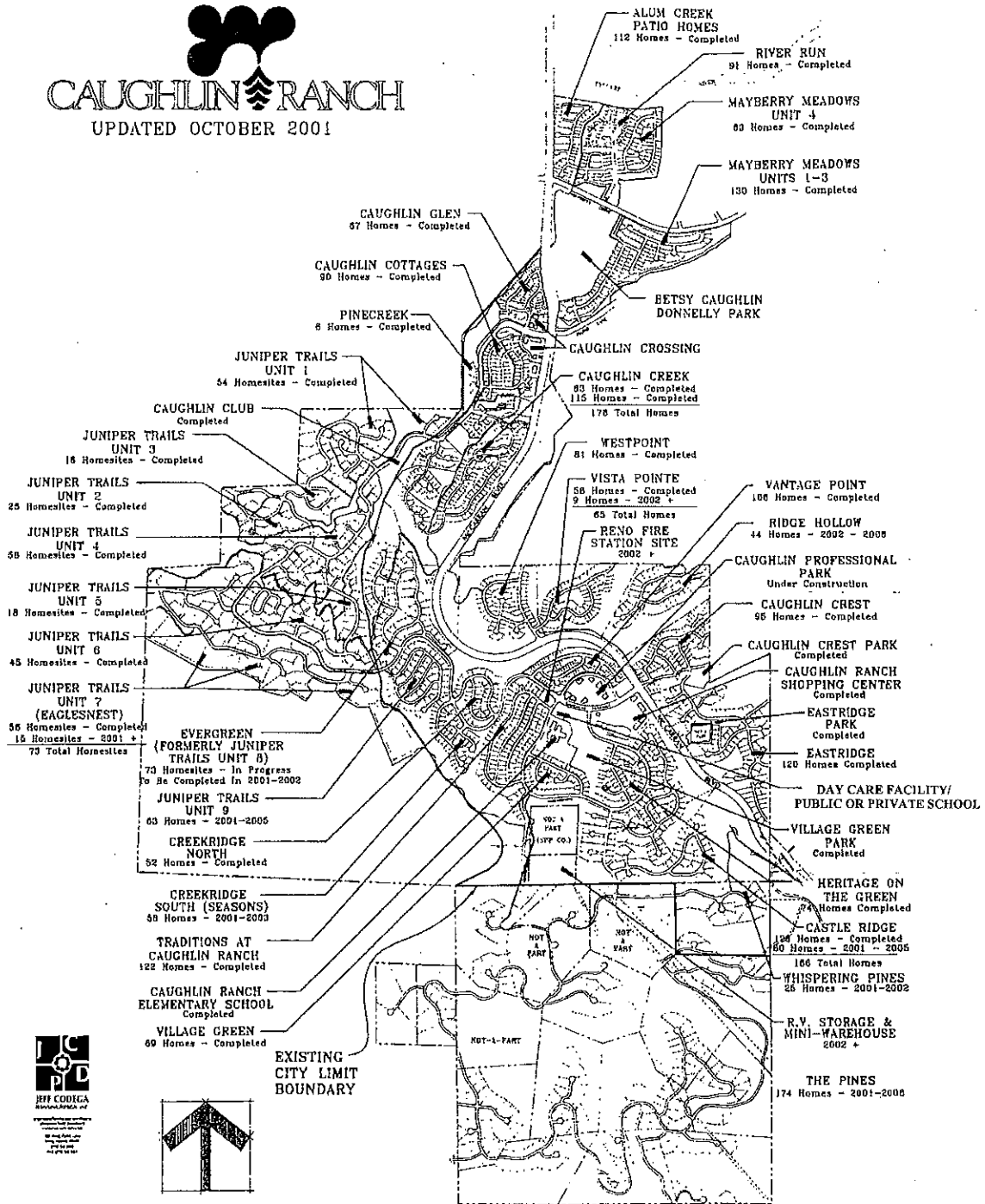
	Acreage Use Summary	
	Acreage	% of Site
Housing	1,015±	44.0%
McCarran Boulevard	64±	2.8%
Commercial Use	44±	1.9%
R.V. Storage 3 Mini Warehouse	6±	0.3%
Fire Station	1±	0.1%
Elementary School	6±	0.3%
Active Recreation Facilities	23±	1.0%
Enhanced Open Space	165±	7.2%
Natural Open Space	983±	42.4%
Trail System	20±miles	n/a
Total	2,307*±	100%

*The acreage is divided with 1,261 acres being located in the City and 1,046 acres located in Washoe County.

Neighborhood Plans

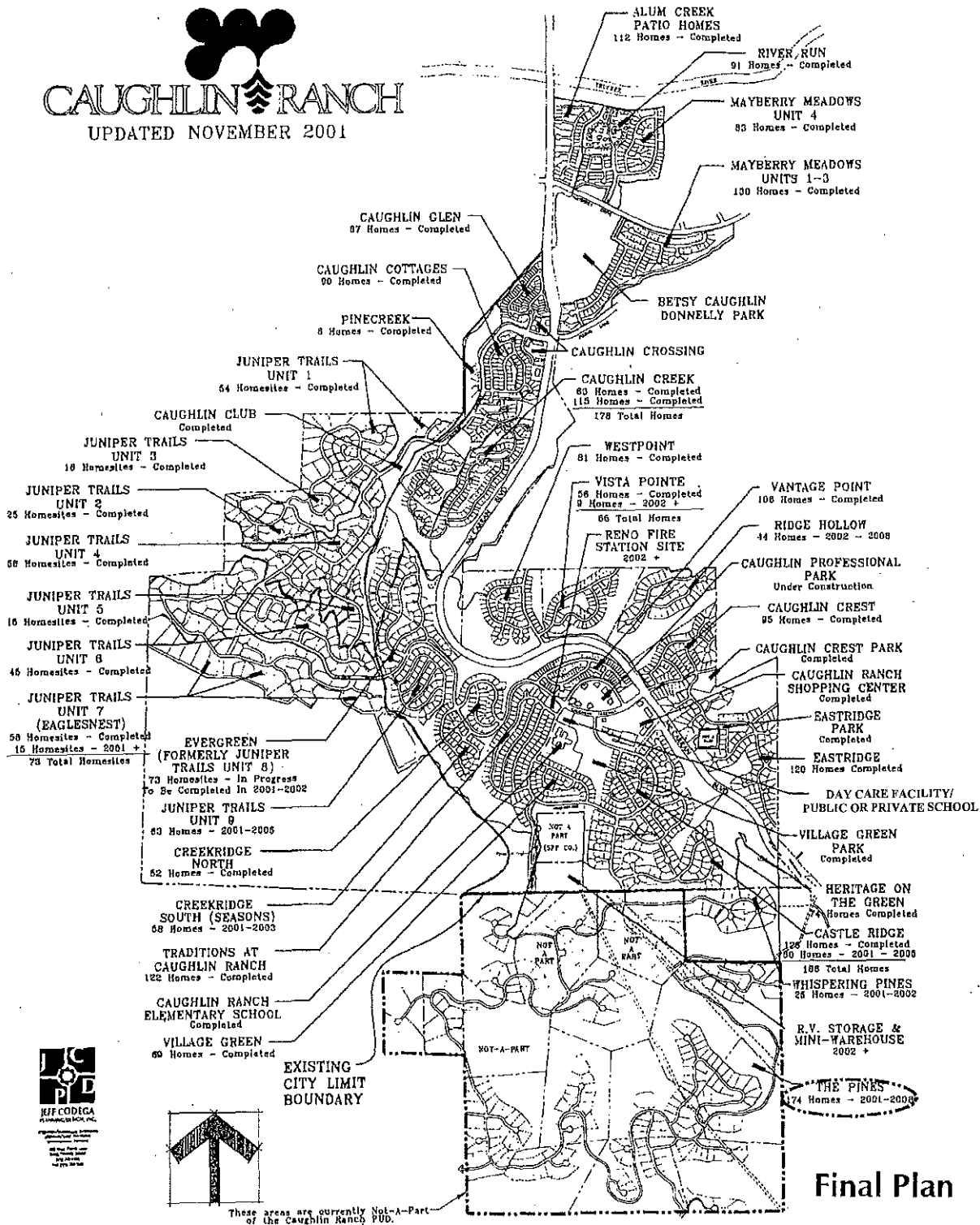
The Ranch can be broken down into six rather distinctive areas or planning units. As the master plan is implemented, each of these six areas is developing into the neighborhoods that will form the Caughlin Ranch community. A description of each planning unit or neighborhood follows. Please note that the graphic presentation of each neighborhood is only illustrative. That is, each area's final design will most likely reflect various design adjustments to the concepts shown.

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



Caughlin Ranch Master Plan

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



These areas are currently Not-A-Part of the Caughlin Ranch PUD.

Final Plan

River Run (City of Reno)

The setting of the River Run area is illustrated in its name. The Truckee River borders the property and along with Alum Creek is the focus of the development. The figure on the following page shows the three distinct subareas that comprise River Run, each oriented toward the Alum Creek corridor or the Truckee River. Access to River Run is gained through Mayberry Drive and Idlewild Drive. A formal entry boulevard provides the main access to River Run off Mayberry Drive. A portion of McCarran Boulevard borders the property on the west and provides additional access via its intersection with Mayberry Drive. The luxury town homes and patio homes primarily appeal to the more mature segments of the housing market.

The prestigious River Run luxury condominiums occupy the majority of the frontage across from the Truckee River and Crissie Caughlin Park.

The portion of River Run referred to as Mayberry Meadows Unit 4, is comprised of single family detached homes. These homesites are designed to complement and blend in with the existing properties to the east. The homes are built at a scale and density between that of the River Run condominiums and those of the previously existing neighborhoods. In designing this area, care was taken to ensure that residents in neighboring areas are not impacted by vehicular traffic from the Caughlin Ranch.

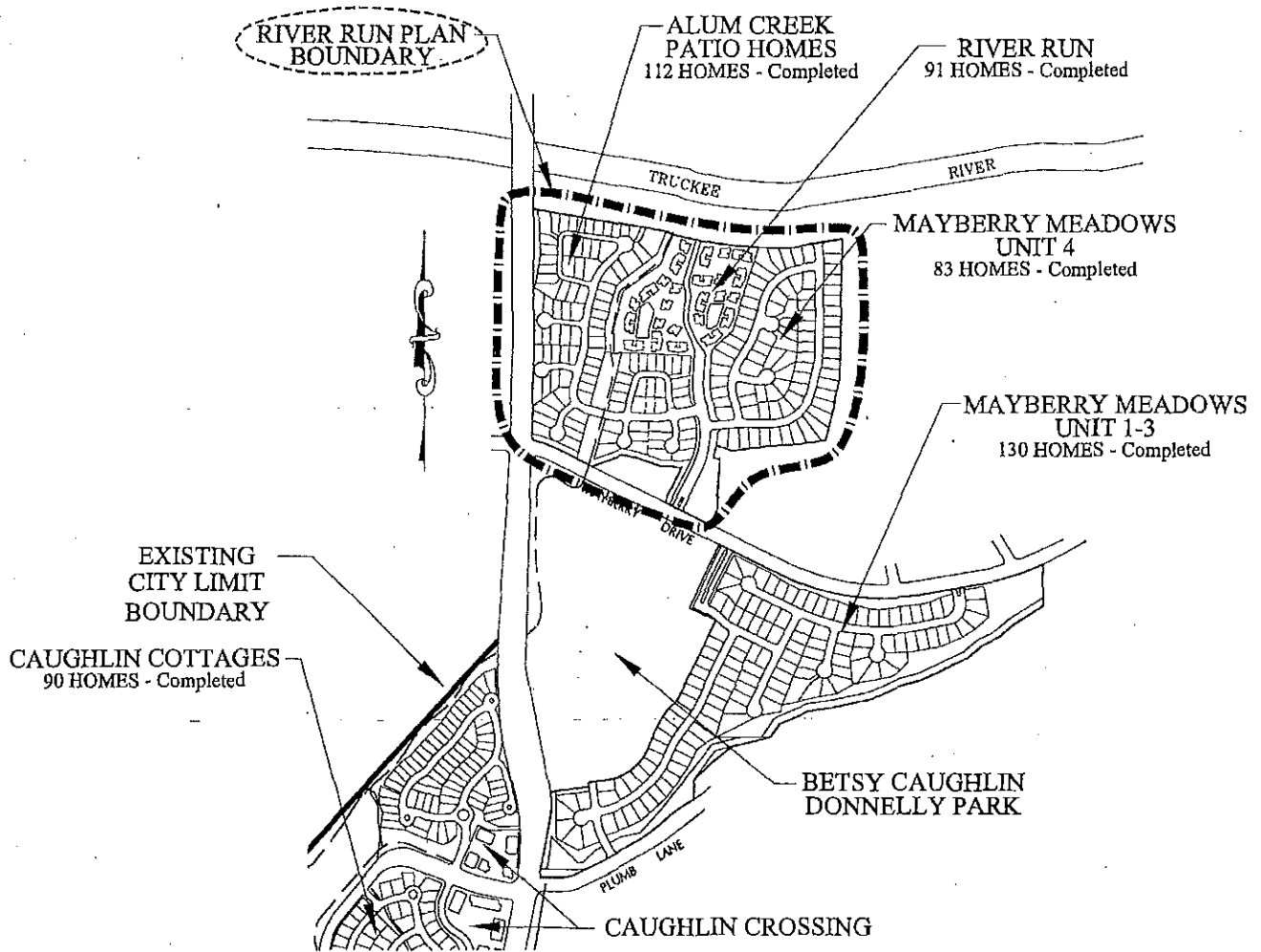
The Alum Creek Patio Homes form the final section of River Run. These homes are of a density similar to Mayberry Meadows Unit Four, and are designed to take full advantage of the riparian environment of Alum Creek, the open space that lies at the heart of River Run. They also act as a buffer between the rest of River Run and McCarran Boulevard.

The amenities including lush green areas lining the Alum Creek corridor and the beauty of the fast running Truckee River enhance the outdoor theme of the Caughlin Ranch and provide many recreational opportunities for residents in and around River Run.

River Run Development Statistics (City of Reno)

Subareas	Use	Unit Count	Acreage	Density	Minimum Sq. Ft.
River Run	Condominiums	91	11.7±	7.8 du/ac	1000
Mayberry Meadows Unit 4	Single Family Homes	83	18.0±	4.6 du/ac	1600
Alum Creek	Patio Homes	112	23.8±	4.1 du/ac	1200
McCarran Boulevard	Public	n/a	3.5±	n/a	n/a
Total		286	57.0±	4.8 du/ac	n/a

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



River Run Plan

The Meadows (City of Reno)

A series of large meadowlands comprise the setting for The Meadows at the Caughlin Ranch. These meadows provide an opportunity for people to live beside lush rolling open spaces that are faced together with a series of open space and water features. The Meadows is divided into four sections: Mayberry Meadows, Caughlin Cottages and Caughlin Glen, and Caughlin Creek. The Meadows at the Caughlin Ranch is depicted on page 12.

McCarran Boulevard, Mayberry Drive and Plumb Lane provide access to The Meadows. Plumb Lane intersects with McCarran Boulevard at Caughlin Parkway. At this point, Plumb Lane changes to Caughlin Parkway and meanders through The Meadows as the backbone of the Ranch's internal circulation system.

Mayberry Meadows, the northernmost section of The Meadows forms a spur off the main body of the Caughlin Ranch. Single family homes are developed in this section. This area complements the existing homes in the vicinity and includes a greenbelt buffer to retain an open park-like effect along Mayberry Drive.

To the west of McCarran Boulevard, homes are clustered in the middle and eastern portions of a series of meadows, thus affording substantial and meaningful open space along the Alum Creek corridor and the neighboring homes in the Juniper Hills area. The lakes that have been placed in this open space benefit all of the homes both in and around Caughlin Ranch. These lakes are quite large and accent the green expanses of the parks and meadows, creating a splendid landscape for the passer by and enhancing the views of the meadows from Juniper Hills.

Caughlin Creek offers homes fronting on a series of meadows, lakes and open spaces. Caughlin Creek is an exclusive cluster home project that is built at an estate-home density (about 3 homes per acre), with greenbelts, paths, several lakes and private entries. These homes offer residents an abundance of striking landscapes.

Caughlin Glen, formerly Meadowlake is located in the Meadows area of the Caughlin Ranch. Lots are 40± or more feet in width and about 100± feet in depth.

Caughlin Cottages is a subdivision located in the Meadows area of the Caughlin Ranch. Caughlin Cottages is a neighborhood designed to effect the feel of the "Marsh Avenue" area. The housing is fairly small, quaint, very traditional detached homes. The project's target markets include empty nesters, retirees, professional couples, singles and small families. The lots are intentionally compact, with small yards to provide sensible outdoor areas for the target markets.

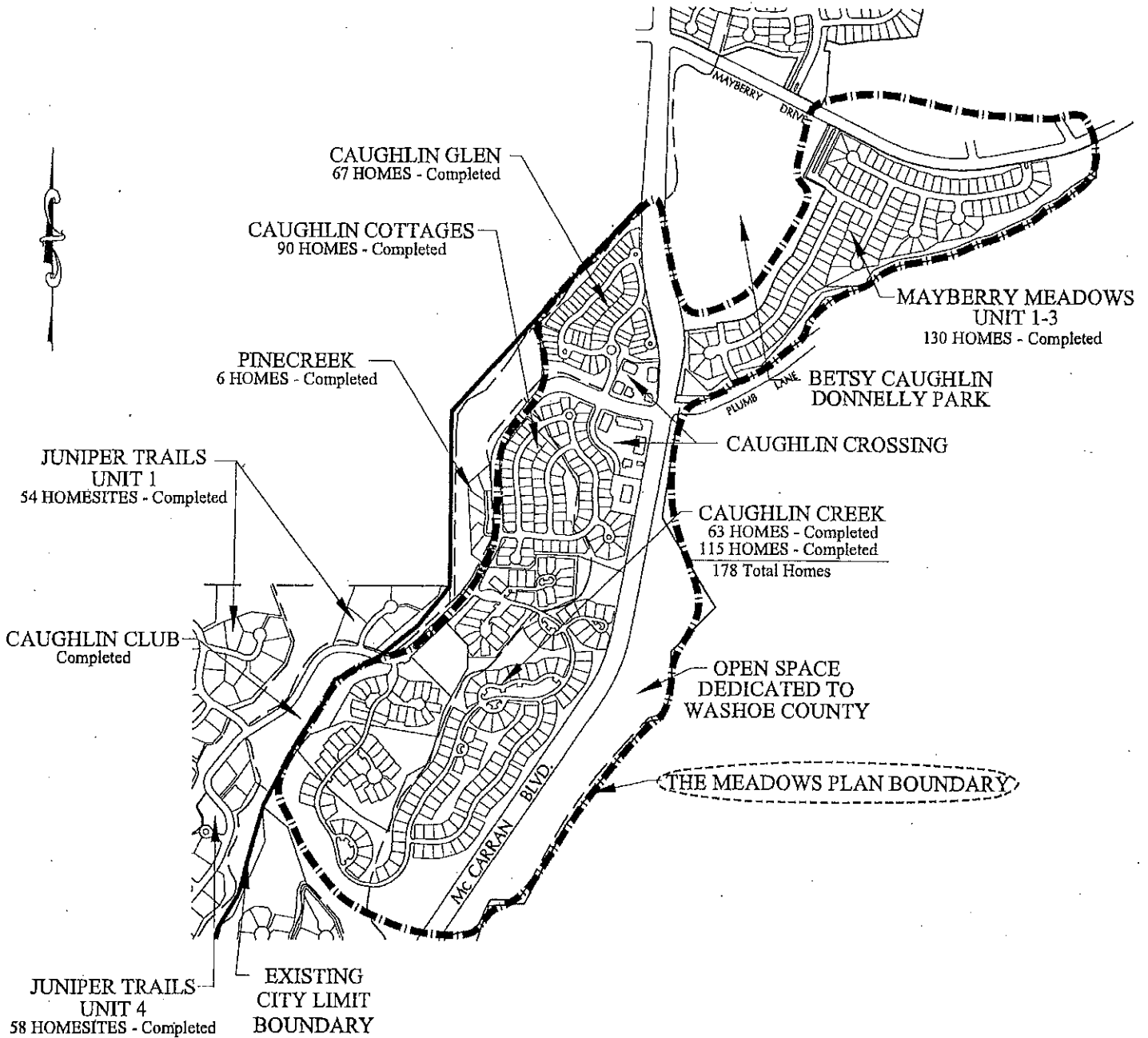
Caughlin Crossing is located at the intersection of McCarran Boulevard and Caughlin Parkway. This center, designed at a proper scale harmonious with the residential uses, adds to the quality of life effected by the Caughlin Ranch. A maximum of 48,000 square feet of retail and/or office space is provided. The center design reflects the Caughlin Ranch style of architecture and not the "strip development" type of convenience center so prevalent today.

After the initial development of the first four (4) phases of the master planned area for Caughlin Creek, the marketability of this housing type became less desirable. Although the viability of the value of the initial 63 homes was not in jeopardy, there didn't appear to be a strong market to complete the remaining 115 homes with the same natural cedar wood siding and contemporary architectural style of these homes. In response to a change in the market trends, and the need for a financial reprieve to the members of the sub-association maintaining the immense greenbelts, gates, private streets, ponds, paths, etc., the members of the sub-association agreed to amend their CC&Rs to change the housing type, residential maintenance restrictions and

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

the overall maintenance responsibilities of the master planned area for Caughlin Creek. These changes allowed for the master planned area of Caughlin Creek to be completed with a more modern Mediterranean architectural style with stucco finishes, marketed under the name of DeerCreek. Although significantly different in contrast of architectural style to the Caughlin Creek homes, the DeerCreek homes represent the balance of the master planned area for Caughlin Creek, Units 4-7, and offer the same high ratio of landscaped common areas, gated entries, private streets, ponds, and paths contemplated in the master plan for this area.

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



The Meadows Plan

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

The statistics describing "The Meadows" at Caughlin Ranch are detailed in the following chart:

The Meadows At Caughlin Ranch Development Statistics (City of Reno)

Subareas	Use	Unit Count	Acreage	Density	Minimum Sq. Ft.
Mayberry Meadows Units 1-3	Single Family Homes	130	38.7±	3.4 du/ac	1600
Caughlin Cottages	Patlo Homes	90	18.8±	4.8 du/ac	1400
Caughlin Glen	Patlo Homes	67	12.0±	5.6 du/ac	1100
Caughlin Creek	Cluster Homes	178	92.7±	1.9 du/ac	1600
McCarran Boulevard	Public	n/a	23.4±	n/a	n/a
Caughlin Crossing	Retail & Office (48,000 s.f.)	n/a	5.6±	0.2 FAR*	n/a
Parks	Recreation	n/a	34.27±	n/a	n/a
Open Space	Recreation	n/a	50.07±	n/a	n/a
Common Area	Recreation	n/a	44.62±	n/a	n/a
Total	-----	465	320.16±	1.58du/ac	n/a

* FAR = Floor area ratio, the ratio of building area to site area.

Juniper Trails (Located in Reno and Washoe County)

Juniper Trails is located in the central and westernmost sections of the Ranch. All of Juniper Trails with the exception of Units 8 (Evergreen), Unit 9 (63 homesites as the balance of Traditions), and Pinecreek (6 units) are located in Washoe County. Juniper trees dominate the section below Steamboat Ditch. Poplars, willows and wild rose are found near the ditch, and sagebrush abounds in the area above the ditch. Premier among the environmental features is Alum Creek. Three streamlets flow from the Steamboat Ditch and wind through the small green valleys which separate residential areas on the western hills and ridges of Juniper Trails. They converge at Alum Creek, which meanders through large expanses of meadowlands featuring several small lakes before continuing its course thru The Meadows and River Run and finally into the Truckee River.

The area along the creek contains several environmental resources, all of which are beautiful, some unique in the Reno area. The upper reaches of the Creek are lined with stands of juniper, mountain mahogany, alder and pines, creating small, secluded, woodland retreats. Cottonwoods grow along its bank in lower sections of The Meadows. In faster running areas, the Creek babbles over rocks and logs on its way to the Truckee River. Alum Creek and its meadows are enhanced with additional landscaping, allowing residences located on the higher more arid hills above to retain a view of this pristine area and the City of Reno beyond.

Juniper Trails has several other features which are unique to the Caughlin Ranch. It has the largest block of open space on the Ranch. Almost half of Juniper Trails, where the Sierras rise out of the foothills, will remain undisturbed. The large expanses of mountain and meadowland open space make Juniper Trails the logical location for much of the ranch's trail system. Trails lead from Juniper Trails through the project to neighboring

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

areas and the Toiyabe National Forest. Access to Juniper Trails is gained from McCarran Boulevard, Cashill Boulevard, Skyline Boulevard and Plumb Lane, via the Caughlin Parkway and also from Plateau Road. Caughlin Parkway, which winds throughout Juniper Trails, services the local roads in the residential areas.

Three types of residential units are included in Juniper Trails. Single family homes and single family estates make up the bulk of Juniper Trails. Cluster homes are located on knolls overlooking Alum Creek at the center of the development, and in other areas where clustering is well-suited. The larger lots (one plus acres) form the outer fringe of Juniper Trails adjacent to existing neighborhoods along the north and west boundaries of the Caughlin Ranch.

In planning Juniper Trails, special attention was given to minimizing its impact on neighboring residential areas. Placing the least intense development - the larger single family estates - closest to the neighboring Juniper Hills area works toward this end. Two of the streets in Juniper Trails connect with residential streets in Juniper Hills, giving Juniper Hills residents much needed secondary emergency routes. Plateau Road connects directly with Caughlin Parkway, providing convenient and efficient secondary access. Adjacent residents have access to jogging paths and hiking trails which traverse Juniper Trails.

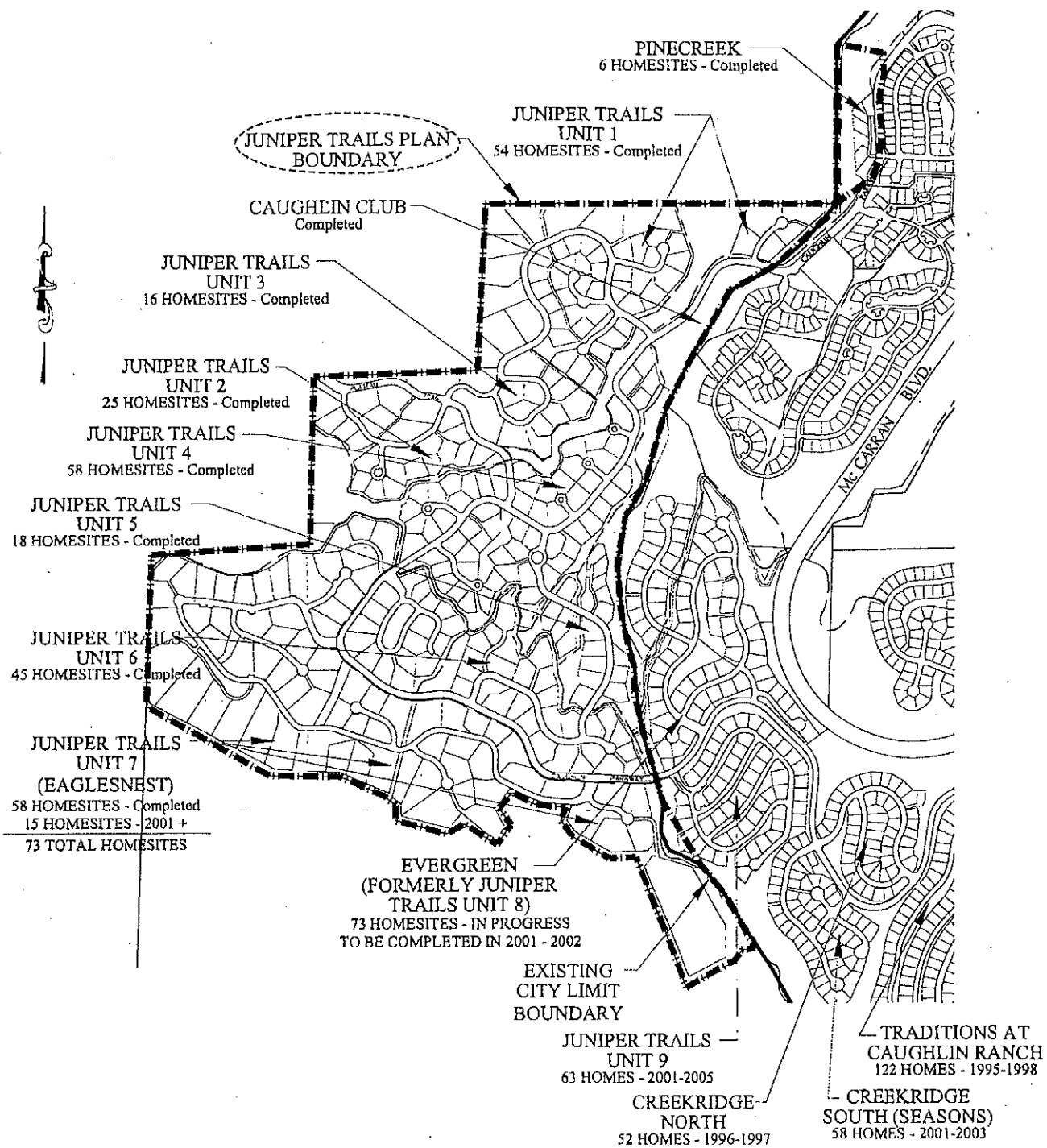
The Caughlin Club, located on Caughlin Parkway between The Meadows/Juniper Trails areas, is a private athletic facility. The club includes eight tennis courts, four racquetball courts, a swimming pool and nautilus/exercise facilities. Food and beverage service, as well as a children's day care center, meeting rooms, and a crafts "barn" are included in the facility.

Juniper Trails Development Statistics

Use		Unit Count	Acreage	Density
Pine Creek	(City of Reno)	6		
Juniper Trails 1	(Washoe County)	54	46.14±	1.17 du/ac
Juniper Trails 2	(Washoe County)	25	20.52±	1.22 du/ac
Juniper Trails 3	(Washoe County)	16	14.820±	1.08 du/ac
Juniper Trails 4	(Washoe County)	58	42.29±	1.37 du/ac
Juniper Trails 5	(Washoe County)	18	19.420±	.93 du/ac
Juniper Trails 6	(Washoe County)	45	111.152±	.40 du/ac
Juniper Trails 7A, 7B, 7C, 7D, 7E - Eaglesnest	(Washoe Co)	73		
Evergeen - Formerly Juniper Trails 8	(City of Reno)	73		
Juniper Trails 9 - Traditions Balance	(City of Reno)	63		
Total		431*		

* 142 of the lots are located in the City of Reno and 289 of the lots are located in Washoe County

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



Juniper Trails Plan

Caughlin Ridges (City of Reno)

The Caughlin Ridges portion of the project is comprised of a chain of neighborhoods located on a series of bluffs and ridges in the southeastern rim of the property and is shown on the following page. Five of the six subareas -- Creekridge, Westpoint, Vista Pointe, Caughlin Crest, and Eastridge--are located on prominent points which afford most homesites panoramic views of Reno and its environs. Ridge Hollow, situated in the north-eastern corner of this area, is located on the west side of a small valley adjacent to the Southampton Estates. Abundant interconnecting open space and the Caughlin Ranch trail system tie each of these projects together.

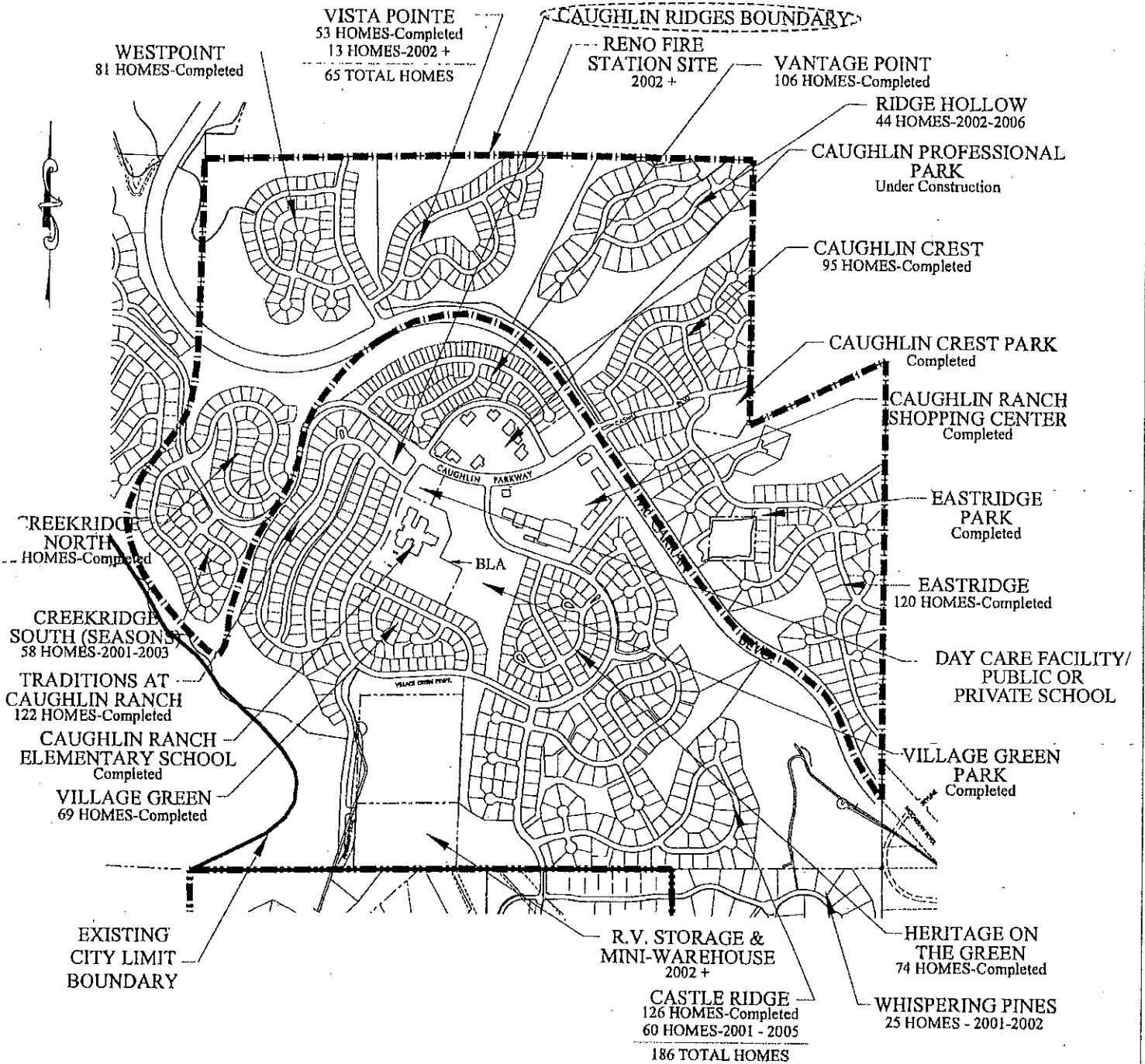
The homes in the Ridges are a mixture of single family homes that use the traditional "lot and block" pattern of development. The Caughlin Ridges and existing open spaces form a low density buffer between the Southampton Estates/Skyline area and the more intensely developed Caughlin Village.

Access to the Ridges is provided primarily by McCarran Boulevard. Extensions of existing local streets link existing neighborhoods to McCarran Boulevard through the Ridges. Each of the neighborhoods in Caughlin Ridges will be served by its own access way. The Ridges east of McCarran Boulevard serve as a "buffer" area, so some of the signage and fencing standards proposed for the rest of the Ranch may be somewhat relaxed in this area. Any such variations must be approved by the Architectural Control Committee.

Caughlin Ridges Statistics

Subarea	Use	Unit Count	Acreage	Density	Minimum Sq. Ft.
Creekridge No. (Creekridge So.)	Single Family Homes	110	46.0±	2.5 du/ac	1600
Westpoint	Single Family Homes	81	44.3±	1.8 du/ac	1600
Vista Pointe	Single Family	65	37.3±	1.7 du/ac	1600
Ridge Hollow	Single Family Estates	44	40.8±	1.1 du/ac	1600
Caughlin Crest	Single Family Homes	95	32.0±	3.0 du/ac	1600
Eastridge	Single Family Homes	120	57.4±	2.1 du/ac	1600
McCarran Boulevard	Public	n/a	21.5±	n/a	1800
Total	----	515	279.3±	1.9du/ac	n/a

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



Caughlin Ridges Plan

Caughlin Village (City of Reno)

Caughlin Village, located amid the Caughlin Ridges high on a plateau in the central portion of the Ranch, forms the center of the Caughlin Ranch community. Caughlin Village is intended to be just that: a village, and consequently it has the tightest development pattern in the Caughlin Ranch. Caughlin Village contains the primary community facilities: the Caughlin Ranch Shopping Center, professional office park, the Caughlin Ranch Elementary School, and the Village Green Park. The plan for Caughlin Village is depicted on page 20.

The Caughlin Ranch Shopping Center forms the heart of Caughlin Village and the surrounding area. This center is a neighborhood center. It is the centerpiece of the Village, providing public spaces and functionally linking the surrounding uses. A 50,310± s.f. supermarket "anchors" the Caughlin Ranch Shopping Center and serves the day-to-day needs of residents in the area. Unique, high-quality specialty shops and restaurants cater to the tastes of Caughlin Ranch residents.

Pedestrian access to and in the center is encouraged by design. The center is a destination in the pedestrian path system and provides a pleasant atmosphere for relaxed shopping and community activity.

The Skyline/Cashill area previously lacked significant, convenient neighborhood shopping. To reach the nearest shopping center, area residents had to travel several miles, often on a circuitous network of streets. The Caughlin Ranch Shopping Center fills that gap by serving both residents of the Ranch and those who live in the vicinity of the Caughlin Ranch. This shopping center also reduces traffic on existing streets in the areas that adjoin the Ranch.

Office and service space are provided to the north of the Caughlin Ranch Shopping Center. Complimentary architecture will be used to create a proper architectural statement for Caughlin Village. This area surrounded by Caughlin Square and Caughlin Parkway is likely to be oriented toward professional and medical/dental users. This area includes a cluster of several small office and service/financial buildings which will total 90,000 square feet of professional office use. Here, the buildings will be configured in a campus format and will be suitable for sale to individual users.

The Village Green Park lies across Caughlin Parkway from the office uses. Included in this area in addition to the park are an elementary school and a child care facility. The elementary school occupies a six-acre site that is adjacent to the Village Green Park. The 12±-acre park includes a picnic area, a combination baseball/soccer field, a playground, tennis courts and pedestrian/bicycle paths running through the landscaped grounds as well as an amphitheatre for outdoor entertainment. The park is operated as a joint use facility with the elementary school. The child care facility is located north west of the park, easily accessible to residents in the area and convenient to the elementary school.

Caughlin Village includes three housing types: custom homes, single-family homes and detached patio homes. The Traditions at Caughlin Ranch and Vantage Point homes look out over Juniper Trails and Caughlin Parkway as it enters Caughlin Village from the west.

The Village Green and Heritage on the Green single-family homes lie at the center of Caughlin Village, adjacent to the Village Green Park and the Caughlin Ranch Elementary School. These homes are detached and efficiently arranged on typical urban-sized lots. Dozens of Castleridge custom home lots and Vantage Point patio homes both lie above McCarran Blvd., and a number of Village Green homes are located above the Village Green Park affording tremendous views of the city below.

A six-acre site has been set aside next to the power substation in the Caughlin Village area as a "public" storage facility. Several hundred recreational vehicles can be stored in this secured facility, which will also include some

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

enclosed mini-warehouse storage. This storage will be available to the public on a fee basis. Open storage of recreational vehicles will be prohibited elsewhere in the Ranch.

All of Caughlin Village is functionally linked through a comprehensive system of paths and open spaces. With convenient motor vehicle and pedestrian access, the shopping center draws residents from throughout the Caughlin Ranch and surrounding areas. Formerly, no shopping center served the needs of the residents of this part of Reno. By accommodating a significant portion of the trips of the Caughlin Ranch population on-site, the traffic impacts are "internalized." To the degree the Caughlin Village uses meet the needs of adjoining developments, the existing traffic that formerly meandered through the southwest has been reduced.

Caughlin Village Development Statistics

Subareas	Use.	Unit count	Acreage	Density	Minimum Sq.Ft.
Heritage On The Green	Single Family Homes	74	16.2±	4.6 du/ac	1600
Castle Ridge/Mountainshyre Units 1,2, 4-7	Custom Homes	128	114.0±	1.8 du/ac	1800
Castleridge Unit 3 Mountainshyre	Custom Homes	58	51.82±	1.12 du/ac	n/a
Traditions at Caughlin Ranch	Single Family Homes	122	78.7±	1.55 du/ac	1600
Village Green	Single Family Homes	69	38.0±	1.8 du/ac	1400
Vantage Point	Patie Homes	106 **	16.22±	6.54du/ac	1,000
School	Elementary	n/a	6.0±	n/a	n/a
Professional Office	Office	85,000 sq. ft.	7.2±	0.30 FAR*	n/a
¹ ² Daycare Facility/ Public or Private School	³ Daycare or school	7,523 sq. ft.	1.0±	n/a	n/a
R.V./Mini Storage	Storage	120,000 sq. ft.	6.0±	n/a	n/a
Caughlin Ranch Shopping Center	Retail	n/a	12.3±	0.25 FAR*	n/a
Village Green Park	Park		12.0±	n/a	n/a
Fire Station	Public	n/a	1.0±	n/a	n/a
McCarran Boulevard	Public	n/a	9.3±	n/a	n/a
Total		557	304.1±	1.83 du/ac	n/a

* FAR = Floor area ratio, the ratio of building area to site area.

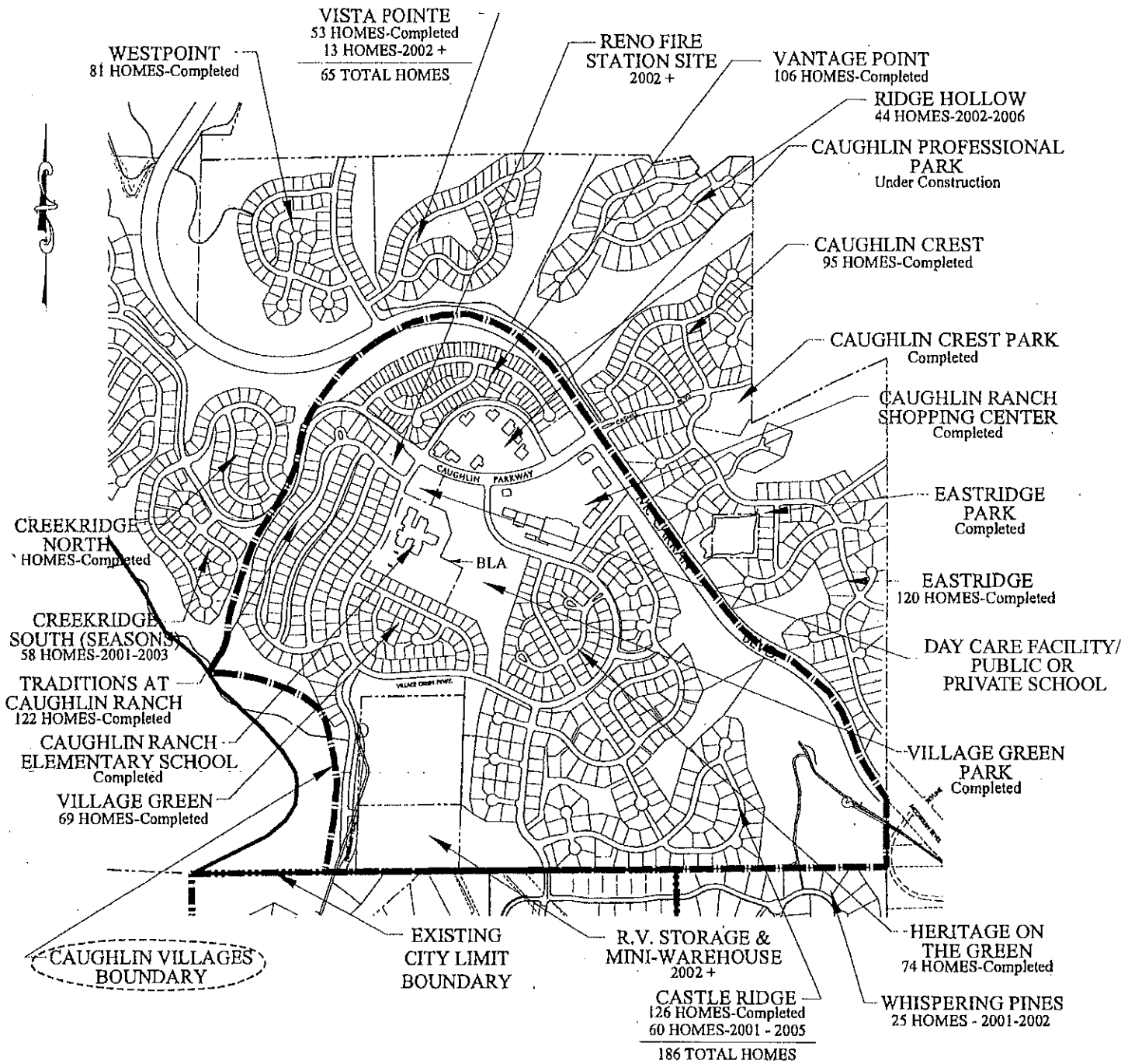
** Denotes zero lot line subdivision.

¹ Public or Private School. Limited to a maximum of 50 students.

² Start and Stop times for the school shall be staggered at least .5 hours before or after the adjacent elementary school.

³ Either a daycare facility or a school is allowed to operate on the site, but not both at the same time.

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



Caughlin Village Plan

The Pines (Washoe County)

The Pines, occupying the entire southern section of the Ranch, will be the site of the lowest density housing at the Caughlin Ranch. Vegetation in this section is typical of lower elevations in the Sierras. Pines and mountain mahogany predominate. The terrain is hilly, with both gentle and steep slopes. The one-acre+ lots are sited to take advantage of gentle slopes, panoramic views and the forest cover. Much of the site will remain open, preserving the integrity and characteristics of the forested terrain. As shown in the plan area graphic, a loop road services many small roads which will provide access to the lots.

The vast open space of the Pines will be maintained by an active homeowners association set up specifically for The Pines area. Conceptual Development statistics are noted below. Although part of the Caughlin Ranch Master Plan, this is not currently part of the PUD.

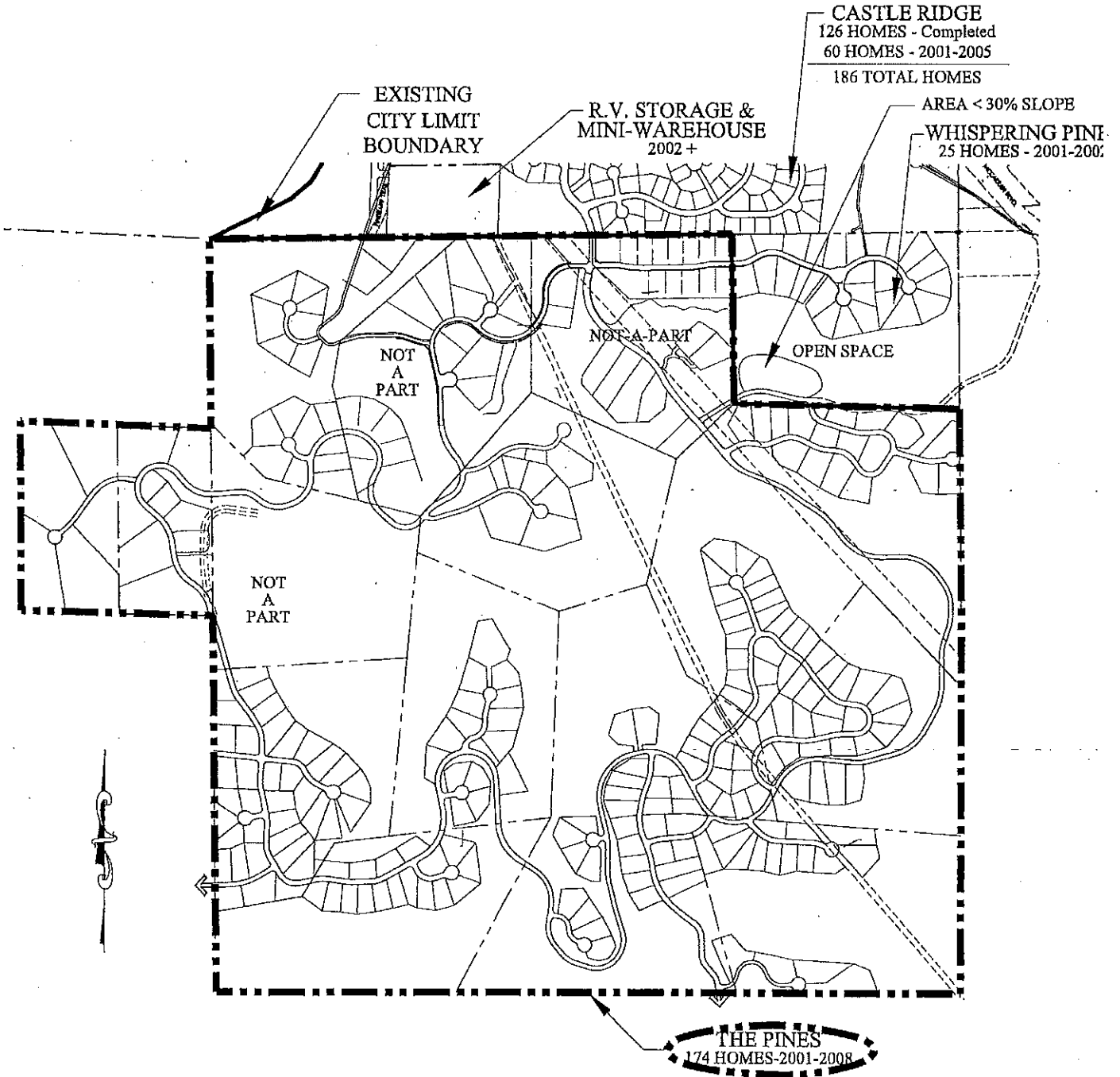
The Pines Development Statistics (Conceptual)					
Subareas	Use	Unit Count	Acreage	Density	Minimum Sq. Ft.
The Pines	Single Family Estate	174	517	0.34 du/ac	2000

Whispering Pines (City of Reno)

Whispering Pines was a portion of The Pines annexed to the City in December 2000. It provides a transition in density from the abutting Castleridge (Mountainshyre) area and The Pines. Vegetation in this section is typical of lower elevations in the Sierras. Pines and mountain mahogany predominate. The terrain is hilly, with both gentle and steep slopes. The ½ acre + custom lots are sited to take advantage of gentle slopes, panoramic views and the forest cover. Much of the site will remain open, preserving the integrity and characteristics of the forested terrain. As shown in the plan area graphic, a loop road services many small roads which will provide access to the lots. The vast open space of Whispering Pines will be maintained by the Caughlin Ranch homeowners association. Development statistics are noted below. Note: all areas greater than 30% slope in the open space area designated in the Whispering Pines Subdivision on page 22 will remain as open space.

Whispering Pines Development Statistics					
Subareas	Use	Unit Count	Acreage	Density	Minimum Sq. Ft.
Whispering Pines	Single Family Estate	25	42.76	0.58 du/ac	2000

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



The Pines & Whispering Pines Plan

Phasing

The intent of the phasing strategy presented here for the Caughlin Ranch is to provide a balanced and effective approach to the buildout of the project. The phasing plan is a statement of the developers' intentions related to the pattern and timing of construction. The phasing plan also permits governmental entities and public utilities to undertake capital improvement and service programming. The phasing described is not "cast in concrete" -- it presents a likely and logical sequence for development of the Ranch. Factors that will affect phasing plans include changes in interest rates, market demands for the various types of housing, the paces of individual developers of the Ranch, and the availability of infrastructure.

The goal of the phasing is to ensure that the buildout of the Caughlin Ranch occurs in a balanced, functional, marketable and efficient manner. It is the Caughlin Ranch's objective to at all times provide a broad mix of housing densities, types, sizes, prices and settings to the local housing market, to the maximum extent feasible. The phasing schedule included herein shows how this mix is planned to be provided.

It is also crucial to provide recreation facilities, shopping, services and the elementary school when justified to meet the needs of the project population and nearby residents. The phasing schedule also shows how support services are geared toward the residential buildout of the project.

If the final location or design of a project affects the distribution of acreage from one neighborhood or subarea to another. The units or density in any particular neighborhood or subarea may become smaller and may be redistributed to an adjacent neighborhood or subarea. For example, the alignment of McCarran Boulevard was pushed easterly into the Eastridge area. The area lost in the Eastridge area equated to a loss of about 50 homes. These 50 homes were therefore transferred across McCarran Boulevard from Eastridge to Castleridge in the Caughlin Village area. The total number of units proposed for the Ranch will, however, remain the same. Unit yield adjustments will be limited to a maximum of about fifteen percent of the total units allowed in the subareas that are receiving the redistributed units.

Following, is a phasing schedule that shows when and where the various Caughlin Ranch neighborhoods are projected for development. The schedule depicts how the various housing elements, recreation facilities, shopping and commercial uses, public facilities, and major infrastructure elements are forecasted to come on-line. A phasing plan that graphically depicts this schedule is contained in the pocket at the back of this report. Actual starting and completion times for the phases will be a function of market conditions, even though to date the projected timing has been very close to the actual progress of the project.

Caughlin Ranch - 1996 Phasing Plan (Updated October 2001)

- Legend:** HLI Single Family Homes (\$100,000± - \$200,000±)*
 HLII Single Family Homes (\$150,000± - \$250,000±)
 HLIII Single Family Homes (\$200,000± - \$300,000±)
 HLIV Estates (\$300,000±)**

*Includes Townhomes/Patio Homes

**Includes Cluster Homes

River Run - 286 Units

Subarea Name	Existing	Totals
River Run Condominiums	91 HLI	91 HLI
Alum Creek Patio Homes	112 HLI	112 HLI
Mayberry Meadows Unit 4	83 HLI	83 HLI
Total Units	286	286 Units

- Notes:**
1. Lawton Interceptor construction in 1986 (completed)
 2. McCarran Boulevard right-of-way dedication in 1987 (completed)
 3. McCarran Construction - Mayberry Drive to U.S. 40 1988/1989 by RTC with Caughlin Ranch Contributions (completed)

The Meadows - 465 Units

Area Name	Existing	Totals
Mayberry Meadows Units 1 - 3	130 HLI	130 HLI
Caughlin Cottages	90	90 HLII
Caughlin Glen	67	67 HLI
Caughlin Creek	178	178 HLIII
Caughlin Crossing	48,000 s.f.	
HLI		197 HLI
HLII		90 HLII
HLIII		178 HLIII
Totals	465	465 UNITS

1. McCarran Boulevard - Mayberry Drive to Plumb Lane
 - a) Segment 1 dedicated 1984, P.M. 1707/Segment 2 to be dedicated in 1988 (completed)
 - b) Construction in 1988/1989 - 50% by RTC, 50% by the Caughlin Ranch Improvement Association (completed)
2. Caughlin Crossing 1987/91/91/92 (phases 1, 2, 3, & 4 completed/phases 5 & 6 1992/1993) 8,000 s.f. yet to be completed

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

Juniper Trails - 431 Units

Subarea Name	Existing	2001+	Totals
Unit 1	54		54 HLIV
Pinecreek	6		6 HLIV
Unit 2	25		25 HLIV
Unit 3	16		16 HLIV
Unit 4	58		58 HLIV
Unit 5	18		18 HLIV
Unit 6	45		45 HLIV
Unit 7A,7B, 7C, 7D, 7E (Eaglenest)	73		73 HLIV
Evergreen (Formerly Unit 8)	73		73 HLIV
Unit 9 (Part of Traditions)	0	63	63 HLIII
Caughlin Club	complete		
Totals	368	63	431 Units

- Notes: 1. Caughlin Parkway Extension
- a) Plumb Lane to Caughlin Racquet Club - (completed 1984 - 85)
 - b) Racquet Club to Plateau Road - (completed 1986)
 - c) Plateau Road to Steamboat Ditch - (completed)
 - d) Steamboat Ditch to Alum Creek - (completed 1990)
 - e) Alum Creek to Village Green - 1991/92

Caughlin Ridges - 515 Units

Subarea Name	Existing	2001 +	Totals
Eastridge #1	91 HLII		91 HLII
Eastridge #2	29 HLIII		29 HLII
Vista Pointe	65 HLII		65 HLII
Caughlin Crest	95 HLIII		95 HLIII
Westpoint	81 HLIII		81 HLIII
Ridge Hollow	0	44 HLIII	44 HLIII
Creekridge No. (part of Traditions)	52		52 HLII
Creekridge So.	38	20	58 HLIII
Totals	451	64	515 Units

- Notes: 1. McCarran Boulevard - Cashill Drive to Skyline Boulevard
- a) Dedicated 1983, P.M. 1568
 - b) Construction in 1989/1990 - 50% by RTC, 50% by the Caughlin Ranch Improvement Association (complete 1990)

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

Caughlin Village - 557 Units

Subarea Name	Existing	2000+	Totals
Vantage Point	106		106 HL I
Castle Ridge (Units 1,2, 4 thru 7)	113	15 IV	128 HL IV
CastleRidge Unit 3/ Mountainshyre	58		58 HL III
Village Green	69 HL III		69 HL III
Heritage On The Green	74 HL II		74 HL II
Traditions at Caughlin Ranch	122		122 HL III
Caughlin Ranch Shopping Center	120,000 s.f.		120,000 s.f. commercial
Caughlin Village Professional Office	85,000 s.f.		85,000 s.f. post office
Child Care	x		
Caughlin Ranch Elementary School	Complete		
RV Storage		x	
Totals	542	15	557 Units

- Notes:
1. Village Green Park - 1992/93
 2. School Site Offered for Dedication - 1989/Construction - 1990 (by Washoe County School District (complete))
 3. Fire Station site to be Offered for Dedication (2002)

The Pines - 174 Unit

(Conceptual requires PUD approval to determine number of allowed units)

Subarea Name	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	Totals
Phase I	12	12	13	11								48 HL IV
Phase II				15	10	10	16	24	22	10	29	126 HL IV
Totals	12	12	13	26	10	10	16	24	22	10	29	174

Whispering Pines - 25 Units

Subarea Name	2001	2002	Totals
Phase I	12		12 HL IV
Phase II		13	13 HL IV
Totals	12	13	25

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

**Caughlin Ranch - 2,454
Residential Units**

Housing Type	Existing	2001+	Totals
HL I	589	0	589
HL II	164	0	164
HL III	888	64	952
HL IV	481	278	759
Unit Bank	0	0	0
Totals	2122	342	2,454
Cumulative Totals	2,122	2,454	

3. Development Standards Handbook

Where specific standards are not presented here, City standards shall apply.

Support Facilities and Services

The purpose of this section is to present various policies and standards related to the placement, timing and design of the infrastructure of the Caughlin Ranch. The following components are covered: transportation, water supply, sewers, storm water management, fire protection, education, and parks and recreation.

Goal

The goal of the policies and standards is to ensure that the necessary support facilities and services are provided effectively, efficiently, and equitably, and consistent with the theme and needs of the Caughlin Ranch.

Policies/Standards

Transportation

Policy 1 - Transportation Plan

Development of the project will conform to the Transportation Plan for the Caughlin Ranch, as shown in Figures 1 through 4. The plans show the general locations and hierarchy of roads and paths, and probable bus routes and stops.

Policy 2 - Street System And Standards

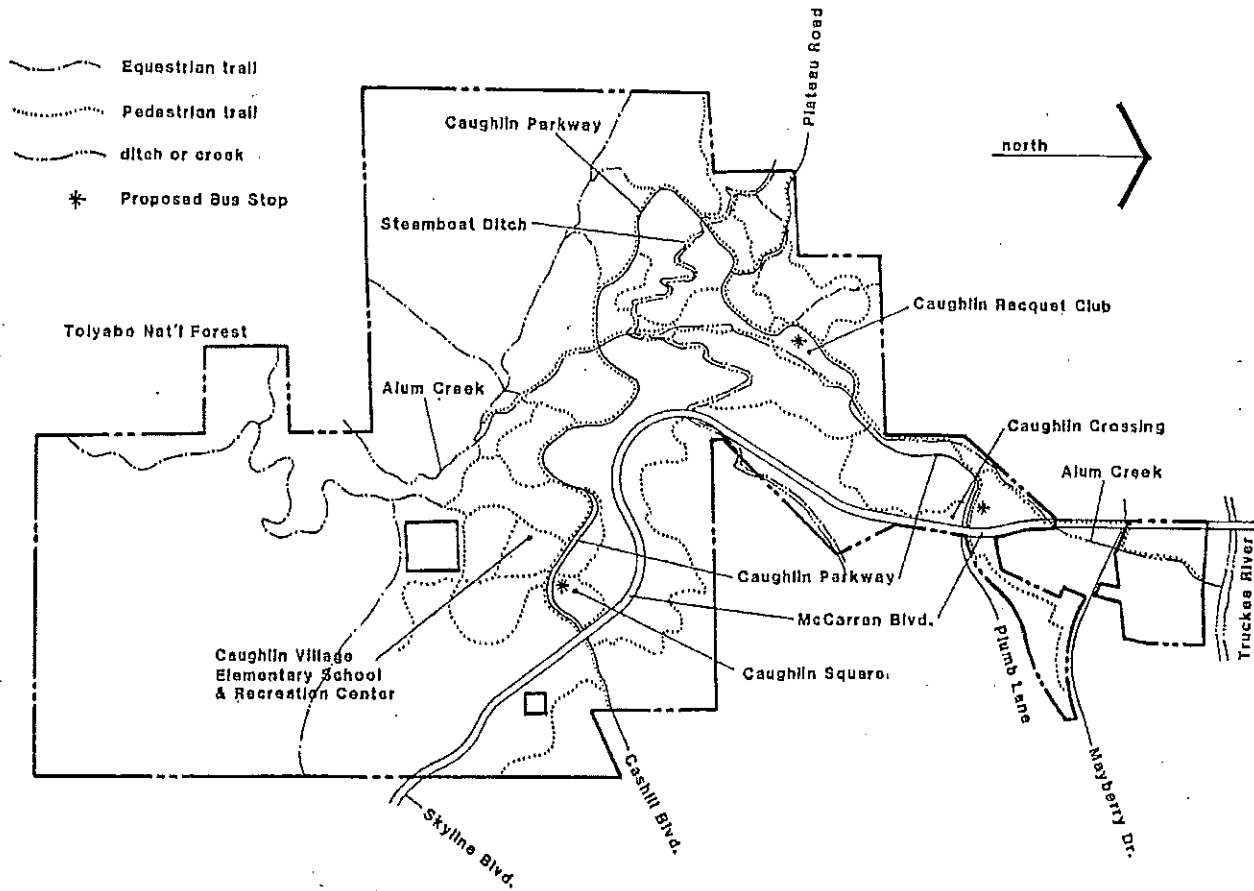
Streets in the Caughlin Ranch will be designed to be safe and efficient, yet not overpowering. Users should understand where they are in the project and how to quickly get where they want to go. Most residents should be able to drive to their homes using just three streets: McCarran to a collector, from the collector on to a local street, and home. Streets will be designed to fit the topography. Where slopes are flat, streets will curve gently to avoid a monotonous grid pattern.

Several types of streets will make up the internal circulation pattern of the Ranch. The type of street varies from a divided parkway to small lightly traveled streets through the mountainous areas. In general, the anticipated traffic volumes, topography and land use of the area will dictate the street width, as well as the parking and sidewalk requirements.

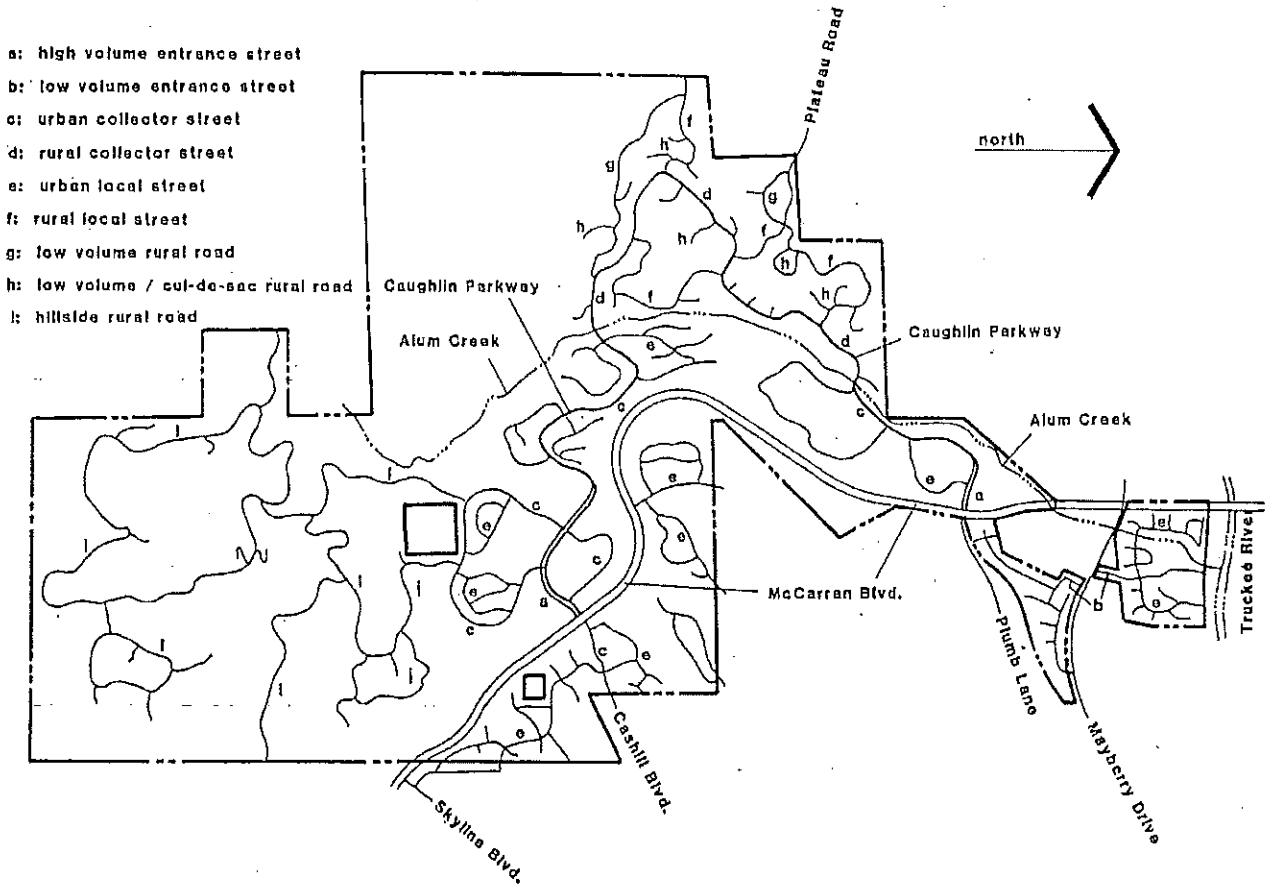
The major entrances at the northern and southern intersections of McCarran Boulevard and Caughlin Parkway will be clearly marked. Signage will let a visitor know he or she has arrived. All on-site traffic control signage will be reviewed and approved by the County and/or City (sheriff/police and engineering). Landscaping will be welcoming and inviting. The streets at these major, high traffic volume entrances to the Caughlin Ranch will incorporate turning lanes, landscaped median strips and sidewalks, as needed. Signalization will be installed as outlined elsewhere in the handbook to facilitate traffic flow in and out of the Ranch. This signalization will be constructed with the traffic mitigation fees described under Policy 3) and will be the responsibility of the City of Reno and Washoe County.

A. Type I: Divided Parkway Entrance Streets

Type I - High Volume divided parkway streets will be used along Caughlin Parkway at the two intersections with McCarran Boulevard. This section will be constructed from McCarran Boulevard approximately 150 feet easterly at Cashill Boulevard and westerly through Caughlin Village to West Gate, and from McCarran Boulevard at West Plumb Lane westerly to the entrance of Caughlin Cottages.

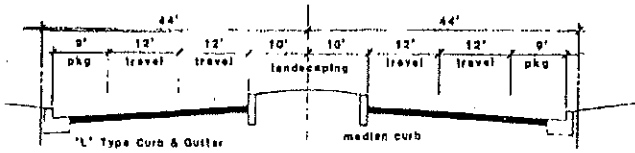


1. Circulation Plan



2. Roadway Classifications

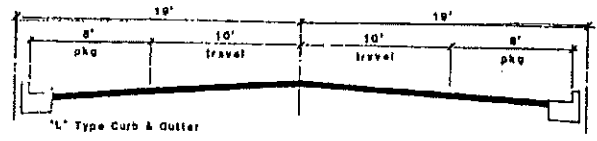
CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



Sidewalks shall be located per the Circulation Plan and shall be separated from the curb where feasible

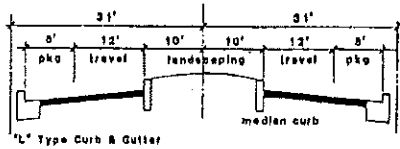
A High Volume Entrance Street

City of Reno *



E Urban Local Street

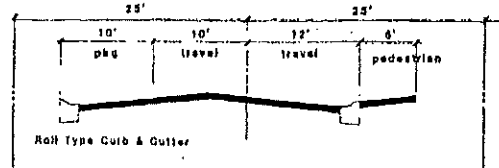
City of Reno *



Sidewalks shall be located per the Circulation Plan and shall be separated from the curb where feasible

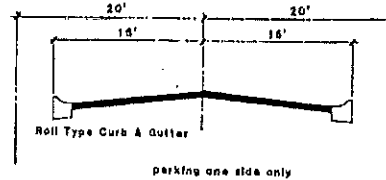
B Low Volume Entrance Street

City of Reno *



F Rural Local Street

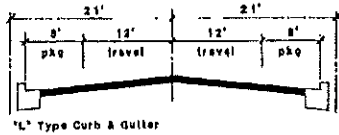
Washoe County



G Low Volume Rural Road

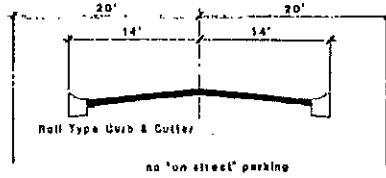
Washoe County

Type I: Divided Parkway Entrance Streets



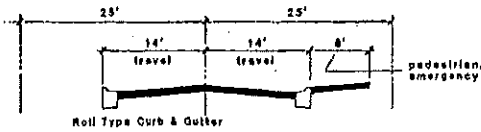
C Urban Collector Street

City of Reno *



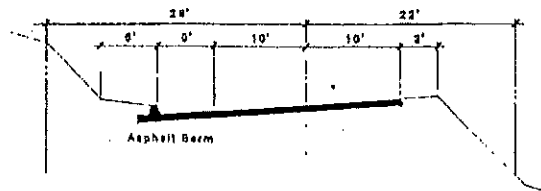
H Low Volume/Cul-du-sac Rural Road

Washoe County



D Rural Collector Street

Washoe County



I Hillside Rural Road (The Pines)

Washoe County

Type II: Collector Streets

Type III: Local Streets

* 5-foot public improvement easements shall be included adjacent to the street right-of-way on each side of the street. Pedestrian traffic will be analyzed with development to establish the need for sidewalks or paths, which may be deleted if not warranted.

3. Street Sections

The Type I - Low Volume divided parkways will also be used at the entrances to River Run and Mayberry Meadows at Mayberry Drive. This street section will extend to the nearest intersection within these neighborhoods.

B. Type II: Collector Streets

Collector streets will be the primary traffic arteries in the residential areas. The function is to carry traffic between activity centers, residential areas and major arterials.

The Type II - Urban collectors will be used along certain lengths of Caughlin Parkway and where extensions of existing City of Reno Streets from outside the Ranch are proposed. Caughlin Parkway will be a Type II Urban collector from Traditions at Caughlin Ranch to Alum Creek and from Caughlin Cottages again to Alum Creek. The extension of Idlewild Drive along River Run and the loop Village Green that serves Caughlin Village from Caughlin Parkway will be Type II - Urban collectors also. Caughlin Parkway from the intersection with Village Green Parkway/Caughlin Square, west to the County line, may vary in width from 36 to 40 feet.

Type II - Rural collector street will be used for Caughlin Parkway through the Juniper Trails subarea and will transition back to the Type II urban street at the Alum Creek crossings.

C. Type III: Local Streets

The following local streets are designed to move traffic from homes to the Type II streets described previously.

The Type III - Urban street will be used to serve the courts and the low volume roads in the River Run and Mayberry Meadows neighborhoods. The local streets in the Ridges east of McCarran Boulevard will all be Type III Urban streets. Along these streets, parking requirements will be analyzed to determine the need for two on-street parking lanes as tentative maps are prepared. The analysis will consider the lot frontage available for on-street parking, topography, drainage, design speed and sight distances. The intent is to eliminate one parking lane unless specific circumstances dictate otherwise. Should adequate off-street visitor and resident parking be provided, one on-street parking lane may be omitted.

The Type III - High Volume Rural street is designed to serve the homes in Juniper Trails. Specifically, Longknife Road, Plateau Road and Bitterroot Road will use this street section.

The Type III - Low Volume Rural roads will be used to serve the homes in Juniper Trails south of Caughlin Parkway and the Steamboat Ditch.

The Type III - Very Low Volume Rural road will be used in certain areas of Juniper Trails that will have minimal traffic volumes.

The Type III - Hillside Rural road will be used in the Pines. The superelevation (2%) should always slope down into the slope of the hill.

The Type III - Cul-de-sac roads will be used on all dead-end or small loop roads in the Pines and Juniper Trails that serve fifteen or fewer homes. Other cul-de-sacs in the Caughlin Ranch will use the Type III - Low Volume Rural road sections. All cul-de-sac "bulbs" will have a diameter of 80 feet face of curb to face of curb and a dedicated right-of-way diameter of 90 feet. The center portion (32 foot diameter) of cul-de-sacs may be landscaped as an alternative to solid paving.

Street grades on dedicated roads will be designed to not exceed local ordinances. Extensions of existing streets (either physically or planned by existing recorded plats) will match the existing section and transition to the nearest intersection or over a length of 200 feet, whichever is more appropriate in a particular situation. Where no parking is required, the adjacent travel lane will be constructed to a 13 foot width..

Policy 3 - Traffic Impact Mitigations

- A. The developer will dedicate to the appropriate governmental entity the right-of-way required for McCarran Boulevard through the property known as the Caughlin Ranch identified in the final plan and profile drawings approved by the Regional Transportation Commission. Prior to the issuance of the first building permit for any phase, the developer shall record parcel map(s) that will cause the dedication of the McCarran Boulevard right-of-way no later than December 1, 1988. However, the developer will cause the dedication of that portion of the McCarran Boulevard right-of-way between Mayberry Drive and the Truckee River, before the 12-01-88 date, at such time as building permits have been issued for 200 dwelling units in the River Run area. That portion of the McCarran Boulevard right-of-way between Plumb Lane and Mayberry Drive which is not within the Caughlin Ranch will be secured and will be dedicated to the appropriate governmental entity no later than September 1988. As of this 1996 Master plan update, all of the McCarran Boulevard right-of-way within the Caughlin Ranch has been dedicated. Adequate slope easements for constructing McCarran Boulevard have been provided with final maps.
- B. The Caughlin Ranch Improvement Association (CRIA) will provide 50% of the funding for two lanes of McCarran Boulevard between Mayberry Drive and Plumb Lane designed to Regional Transportation Commission standards, at such time as building permits have been issued for construction of 300 dwelling units in the Juniper Trails and/or Caughlin Glen, Cottages and Caughlin Creek. If it is determined by the Regional Transportation Commission staff that project traffic in these areas exceeds the ability of the two lanes to maintain level of service "C", the developer will construct additional lanes. This funding and subsequent construction has been completed as of this writing.
- C. The CRIA will provide 50% of the funding for two lanes of McCarran Boulevard between Cashill Boulevard and Skyline Boulevard designed to Regional Transportation Commission standards at such time as building permits have been issued for construction of 300 dwelling units in Caughlin Ridges, Caughlin Village and/or The Pines areas. This improvement will be of an adequate section to handle project traffic as defined in item "B." This funding and subsequent construction has been completed as of this writing.
- D. Access to McCarran Boulevard at Brighton Way will be limited to right-turn in and right-turn out. Provisions will be made for deceleration and acceleration lanes at this location, to be constructed to R.T.C. standards by the developer of Vista Pointe and/or Westpoint at the time Vista Pointe or Westpoint is developed. McCarran Boulevard non-residential driveway access will be limited to:
 1. One right-in/right-out driveway access on McCarran Boulevard may be allowed by City staff north of Caughlin Parkway, only under the following circumstances:
 - (a) Acceleration and deceleration lanes are provided; and
 - (b) Traffic safety will not be compromised and capacity on McCarran Boulevard will not be constrained as determined by City staff; and
 - (c) Such access point shall be a minimum of 235 feet from the intersection of McCarran Boulevard and Caughlin Parkway/Plumb Lane.

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT

2. One right-in only access will be allowed on McCarran Boulevard south of the Caughlin Parkway/Plumb Lane intersection.

- E. If developers at the Caughlin Ranch propose that McCarran Boulevard be designed and constructed with buffering for adjacent properties and this buffering requires on-going maintenance, the Caughlin Ranch Homeowners Association will be responsible for the cost of this maintenance.

- F. All development adjacent to McCarran Boulevard rights-of-way will be subject to site specific design approval by the City and/or County, depending on which entity has jurisdiction, to assure that the properties will not be adversely affected by McCarran Boulevard when it is constructed. The design goal is to limit the noise impact from McCarran Boulevard traffic on adjoining properties to an Leq(h) of no more than 67 dBA. Final design of mitigations will be at the final map or building permit stage.

- G. The developer of Mayberry Meadows will dedicate to the City and/or County right-of-way along Plumb Lane of adequate width to allow construction of four travel lanes at the time the affected property is developed. This policy has been fully satisfied as of this writing.

- H. The developer of the Caughlin Crest subdivision will construct and dedicate Cashill Boulevard from the Caughlin Ranch boundary to the proposed McCarran Boulevard to City standards and to the approval of the City Engineer. With development, Cashill Blvd. shall also be constructed to permanent access street standards from its present terminus to the Caughlin Ranch boundary. This policy has been fully satisfied as of this writing.

- I. Caughlin Ranch streets which connect with streets existing or planned in the City will meet the City's standards at the next intersection or closer if approved by the City and/or County Engineer. This policy has been fully satisfied as of this writing.

- J. Excluding the specific right-of-way dedications and the construction funding requirements contained in other conditions, the developer will pay a per trip fee based upon the cost of the mitigations (which are not limited to the same kinds of improvements as are provided now under Nevada Revised Statutes regarding impact fees) outlined in their traffic report (1983) for off-site traffic mitigation measures necessary in 2002 with McCarran Boulevard in place. The basis for the trips will be the number of trips attributable to each unit type and commercial use as outlined in the developer's traffic report. The fee will be paid at the time Certificates of Occupancy or Building Permits are obtained for each structure. The fees will be deposited in the Road Improvement Fund established by the City and/or County and will be used for off-site mitigation of the traffic impacts and related (eg. Sidewalks, paths and speed/safety measures) of development -after approval by the City or County Public Works Directors, or the Regional Transportation Commission staff as is appropriate

- K. Caughlin Ranch has already complied with all McCarran right-of-way and funding requirements and all offsite mitigations through these fees therefore we are not subject to any City, County, or Regional impact fees enacted after 1983.

The trip fee will be collected according to the following formula:

Land Use	Total Daily No.		Fee Per	Total
	Trips	Units	Unit	Fee
Residential	20,545	2,449	\$135.00	\$341,145
Non Residential	11,473	245,000 sq. ft.	\$1.30/sq.ft.	\$540,800

Policy 4 - Pedestrian Paths

The crossing of pedestrian trails and streets are sources of potential conflict between users. This issue is particularly pressing in the Caughlin Ranch; given the emphasis placed on developing a large network of pedestrian trails. Special efforts will be made to minimize the problem by using a combination of signage, striping, textured pavement treatment, and/or grade separated crossings.

Below grade intersections will be constructed wherever feasible to eliminate these potential conflicts. Feasibility will first be based on whether the elevations of the path and streets are such that sufficient clearance is available. Second, the developer and the County and/or City will determine if the potential for conflict warrants the cost of a below grade intersection. At grade intersections between paths, trails and streets will be clearly marked to advise both the motorist and pedestrian of the approaching conflict. Signs alerting motorists will be placed at least 50 feet ahead of the intersection.

Each neighborhood (with the exception of the Pines) has at least two points of access for pedestrian/bicycle traffic that are independent of vehicle traffic. As each tentative or final map is approved, the pedestrian trails will conform to the Circulation Plan, which may be revised from time to time subject to the approval of the Architectural Control Committee and review by the County and/or City.

The following general guidelines will apply to all pedestrian pathways.

- A. Pathways will travel through open areas where topographic and general geometric configuration of specific projects provide feasible opportunities.
- B. Path widths will vary from 4 to 8 feet depending on the projected traffic, area and topography.
- C. Path surfaces of principal pathways will be of asphalt pavement. Secondary, steeper paths may be of gravel or decomposed granite. Steeper, more remote paths will follow existing animal trails and jeep roads.
- D. Grades for asphalt pathways will normally be a maximum of 9% with the possibility of some segments having grades exceeding 15%, where topographic conditions dictate.
- E. Paths through wet meadow areas will be kept to the edges of the meadow to minimize their impact and reduce the number of bridges that will be needed.
- F. Connections to existing paths and bikeways will be made wherever possible.
- G. Paths will be kept separate from roadways where possible, with crossings at controlled intersections or at long tangent road sections.
- H. Any paths not dedicated to and accepted by the County and/or City will be owned and maintained by the Caughlin Ranch Homeowners Association.

Policy 5 - Mass Transit:

Bus routes and stops will be jointly established by the developer, the Regional Transportation Commission, and the Washoe County School District. Proposed bus stop sites are as follows:

- A. On Mayberry Drive at the entrance to River Run.
- B. On Caughlin Parkway at the Caughlin Crossing Convenience Center, the Caughlin Club, the southerly intersection with Alum Creek, and at Caughlin Square.

Water Supply

Policy 1 - Water Service

Domestic water will be served to the Caughlin Ranch by Truckee Meadows Water Authority (TMWA). When the original master plan was approved (1983), approximately 64 percent of the proposed dwelling units on the Ranch were within the SPPCo water service area. The remainder of the Ranch has been or will be annexed into the SPPCo water service area, which is now governed by TMWA.

Policy 2 - Water Requirements And Rights

The Ranch purchase includes 405.1 acre feet of water from claims 230, 150, and 150 ½ of the Orr Ditch Decree that is inside the water service area and the developers have a prior commitment from TMWA to provide 516.0 acre feet of water to the portion of the Caughlin Ranch that was outside of the service area.

The original (1983) rights and commitments represent 36.9% of the "inside" requirement and 56.3% of the "outside" service requirement. The remainder of the water needed inside the original service area will be provided by one or a combination of the following alternatives:

- A. Placement on the TMWA waiting list and ultimate purchase of rights from TMWA.
- B. Settlement of ongoing litigation on the use of water from Stampede Reservoir.
- C. Transfer of other water rights to TMWA or the appropriate government authority in return for service. Those water rights required to make up the necessary amount needed to serve that area outside the 1983 SPPCo service area will be supplied to TMWA or a governmental authority as the need arises according to authorized procedures in effect at the time of transfer.

The developer is establishing an ongoing metering program with TMWA in order to clearly analyze the actual water requirements for the Ranch and any changes in the amount of water required will be made, where appropriate, by mutual agreement between the developer and TMWA. The data from this metering program will be provided to the County and City as it becomes available from TMWA. Any changes in water requirements that might result will also be provided to the County and City.

Water Rights			
Development Neighborhood	Unit Type	No. Units	Approximate Water Needed
River Run	Condominiums	91	31.9
	Patio Homes	112	56
	S.F. Homes	83	41.5
	Landscaped	6+ Ac.	19.5
	Subtotal		148.9
The Meadows	Patio Homes	157	n/a
	Cluster/	178	n/a
	S.F. Homes	130	232.5
	Landscaping	25± Ac.	81.25
	Commercial	5.6 ± Ac.	5.6
	Subtotal		319.35

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Juniper Trails	Cluster Homes	6	6.0
	S.F. Estates (1/3-acre)	85	57.0
	S.F. Estates (1/3 + acre)	340	425.0
	Landscaping	15.0 ac.	48.75
	Caughlin Club	7.0 ac.	14.0
	Subtotal		550.75
Caughlin Ridges	S.F. Homes	515	286.5
	Landscaping	3.0+ Ac.	9.75
	Subtotal		296.25
Caughlin Village	Patio Homes	106	37.1
	S.F. Homes	464	203.0
	Commercial	21.9±Ac.	21.9
	School	6.0±Ac.	12.0
	Park	13.0±Ac.	42.25
	Landscaping	2.5±Ac.	8.15
	R.V. Storage	6.0+ Ac.	1.8
	Subtotal		326.2
The Pines	S.F. Estates	202±	227.5
Total Water Demand			1868.95

Policy 3 - Water Conservation

Although historical water consumption rates are generally accurate when applied throughout their entire service district, these same rates are believed to be somewhat conservative when applied to the Caughlin Ranch. The development at the Caughlin Ranch will employ a number of conservation techniques to reduce the traditionally accepted water consumption rates initially applied to the Caughlin Ranch.

The key areas targeted to reduce domestic water consumption are landscape irrigation and in-house appliance and fixture usage. Policies related to water conservation are specified under "Resource Management."

Sewerage

Policy 1 - Connection To The City Of Reno System

A maximum of 500 housing units in the River Run, The Meadows and Juniper Trails portions of the Caughlin Ranch can be connected to the existing sanitary sewers at Idlewild Drive, Eastwood Drive and Joshua Drive. Any additional sewer connections in these areas will require connection to the Lawton Interceptor across the Truckee River. The capacity of existing lines in the Cashill and Gibraltar Drive areas will be analyzed to determine what parts of Caughlin Ridges, Caughlin Village and The Pines can be handled by the extension of these facilities. All areas that cannot be connected to these sewers will be connected to the Lawton Interceptor.

Policy 2 - Connection To Lawton Interceptor

The Caughlin Ranch developers and the City staff will cooperatively work to revise the existing Reno Municipal

Code to provide that the developers may be reimbursed for capacity over sizing from future development rather than only the incremental cost difference for a larger sewer pipe as presently is allowed in the code.

Policy 3 - Sewer Sizing

At the final design stage, sewers will be designed to accommodate all existing, proposed or potential upstream development that naturally drains to the sewers.

Stormwater Management

The two main stormwater management objectives for the Caughlin Ranch are: A) pollution control and B) groundwater recharge.

Policy 1 - Alum Creek

The 6-hour, 100 year return frequency storm for Alum Creek has been calculated by the Soil Conservation Service at 2580 cubic feet per second (CFS). For this reason, a wide corridor will be reserved as common area along the existing Alum Creek channel that corresponds to the 100-year storm. No residential structure will be allowed in the 100 year flood plain which will be shown on each tentative map. A series of basins and ponds will be built along Alum Creek to slow the flow of stormwater. The capacity of these basins and ponds will be based on topography and aesthetic considerations, as well as the hydrology of the Creek.

Policy 2 - Detention Basins

Detention basins will be used where practical to control short, high intensity local storms, for settling particulates prior to discharge downstream and to encourage groundwater recharge. Accumulated sediment will be removed as dictated by actual storm sediment conditions and disposed of as fill or used for landscaping. This cleaning will be performed as directed by the Homeowners Association. In the event the County and/or City determines that sediment has accumulated to a point where the drainage or sediment control functions of a basin have a negative environmental or hydrological impact, the City and/or County will notify, in writing, the Caughlin Ranch Homeowners Association to take corrective measures. Detention basins will be built prior to other earthwork operations, when practical, for use in drainage and sediment control during construction.

Policy 3 - Infiltration Trenches

Throughout the Caughlin Ranch, where practical, infiltration devices will be employed for stormwater control and petrochemical removal. These devices can be either the surface trench design or underground french drains. Infiltration devices will be designed to capture and retain the initial storm flow and will follow the guidelines as set forth in the "Washoe County Urban Stormwater Management Program" Volume IV, dated June, 1983. Figures 5 and 6 show typical infiltration device designs that will be used where surface flows and subsurface conditions warrant. Stormwater will be collected and discharged in these infiltration devices as frequently as is practically feasible to prevent large concentrations of stormwater in streets and swales, and to reduce the off-site flow of petrochemical pollutants. During construction and up to the time landscaping is completed, infiltration trenches will be protected to insure that no sediment is allowed to enter the trenches.

Policy 4 - Street Systems and Parking Areas

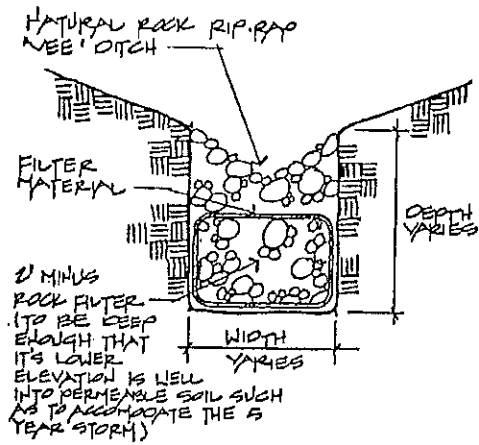
The street system and parking areas will be designed to be part of the Stormwater Management System Plan for the Caughlin Ranch. Streets will be designed to parallel the existing topography as much as possible, to result

in minimal land disturbance which will reduce erosion potential. Runoff will be intercepted frequently to avoid large build-ups of stormwater and resultant erosion. The spacing of runoff interception points will be based on stormwater flows, topography and the soil and vegetation's resistance to erosion. In the multifamily neighborhoods and also in the commercial, professional, and recreational facilities, parking areas will be designed to minimize large expanses of pavement in favor of modular pavement areas with regularly interspersed void areas filled with pervious materials such as sod or gravel. At a minimum, parking areas will be landscaped to City and/or County standards. A parking area includes the access drives, parking stalls and adjoining areas not covered with impervious surfaces. Catch basins will divert initial stormwater flows from streets and parking areas to-off line infiltration trenches or swales. The Architectural Control Committee and the County and/or City will review the street and parking layout of all neighborhoods.

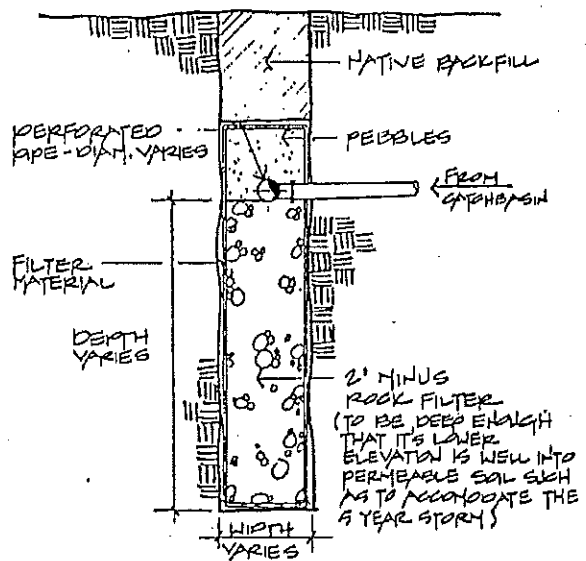
Policy 5 - Maintenance

Stormwater systems should be inspected regularly for structural problems and to remove large accumulations of sediment and trash. The inspection schedule will be based on the frequency and severity of storms.

Two entities will be responsible for maintenance of drainage structures. All dedicated facilities (i.e. streets and associated drainage facilities) will be maintained by Washoe County or the City of Reno. All other drainage facilities located within the common areas of the Caughlin Ranch will be maintained by the Caughlin Ranch Homeowners Association. In the event the County and/or City determines that any common area drainage structure is not properly maintained, the City and/or County will notify the Homeowners Association in writing to take corrective measures. Drainage facilities located on privately owned property (not common area) shall be maintained by the owner of the property.



**Type I
Infiltration Trench**



**Type II
Infiltration Trench**

4. Infiltration Trench Detail

Policy 6 - Irrigation Ditches

Existing easements will, of course, be perpetuated to allow the ditch companies to maintain the irrigation ditches. Fencing appropriate to the Caughlin Ranch theme (see fencing policies) will be provided along the ditch where needed for safety reasons or to ensure the ditch can be properly maintained. No collected public runoff will be allowed to enter any irrigation ditch unless approved by the City/County and the ditch company.

Fire Prevention

Policy 1 - Fire Fuel Breaks

Per discussions with both the Truckee Meadows Fire Protection District (TMFPD) and the City of Reno Fire Department (RFD), the need for fire fuel breaks and the fuel break methods will be determined at the final map stage for subdivisions and during building permit plan check for non-subdivision projects. Consideration of maintenance techniques and responsibilities will be a part this review and approval. As agreed, the developer, TMFPD, RFD, the U.S. Forest Service, the Nevada Division of Forestry, and the University of Nevada-Reno Department of Renewable Resources will work jointly to develop effective, innovative and aesthetically pleasing solutions.

Policy 2 - Fire Station Site

The Caughlin Ranch Fire Station site (see Figure 7) has been identified adjacent to Caughlin Parkway and Village Green Parkway in Caughlin Village. The developer will dedicate the site to the City of Reno and receive credit for any fire protection mitigation fee that may be required. The fire station will be of an architectural character consistent with the Caughlin Ranch theme and materials, and must be approved by the ACC. Design and construction of the station shall be paid for by the City of Reno.

Policy 3 - Construction Standards

All applicable codes and requirements will, of course, be met. Special roofing materials and/or treatment may be required in certain cases. This will be determined in conjunction with the implementation of Policy 1 - Fire Fuel Breaks at the final map or building permit stage.

Education

Policy 1 - School Site

The 6.0 acre site for the Caughlin Ranch Elementary School was originally dedicated to the Washoe County School District. A joint-use agreement was executed by the developer, District and the Association to allow for the joint use of the adjacent 12± acre park. Parents and school administrators subsequently requested to construct a turf area for the students on the Association's property. The Association's Board agreed to deed approximately one (1) acre to the Washoe County School District for the new turf area. Figure 6 illustrates the existing configuration of the School District's property after the recordation of the Boundary Line Adjustment.

Parks & Recreation

Policy 1 - Recreation Management Plan

The County, the City and the developer implemented a Recreation Management Plan (RMP) for the Caughlin Ranch. The purpose of the RMP is to ensure that the parks and recreation facilities on or adjacent to the Caughlin Ranch are built and maintained in an effective and efficient manner. The prime objective of the RMP will be to develop a mechanism where the County and/or City will collect Residential Construction Taxes (RCT) for use as specified under the separate agreements between the Caughlin Ranch and the City of Reno and Washoe County. These agreements are included at the end of this Handbook.

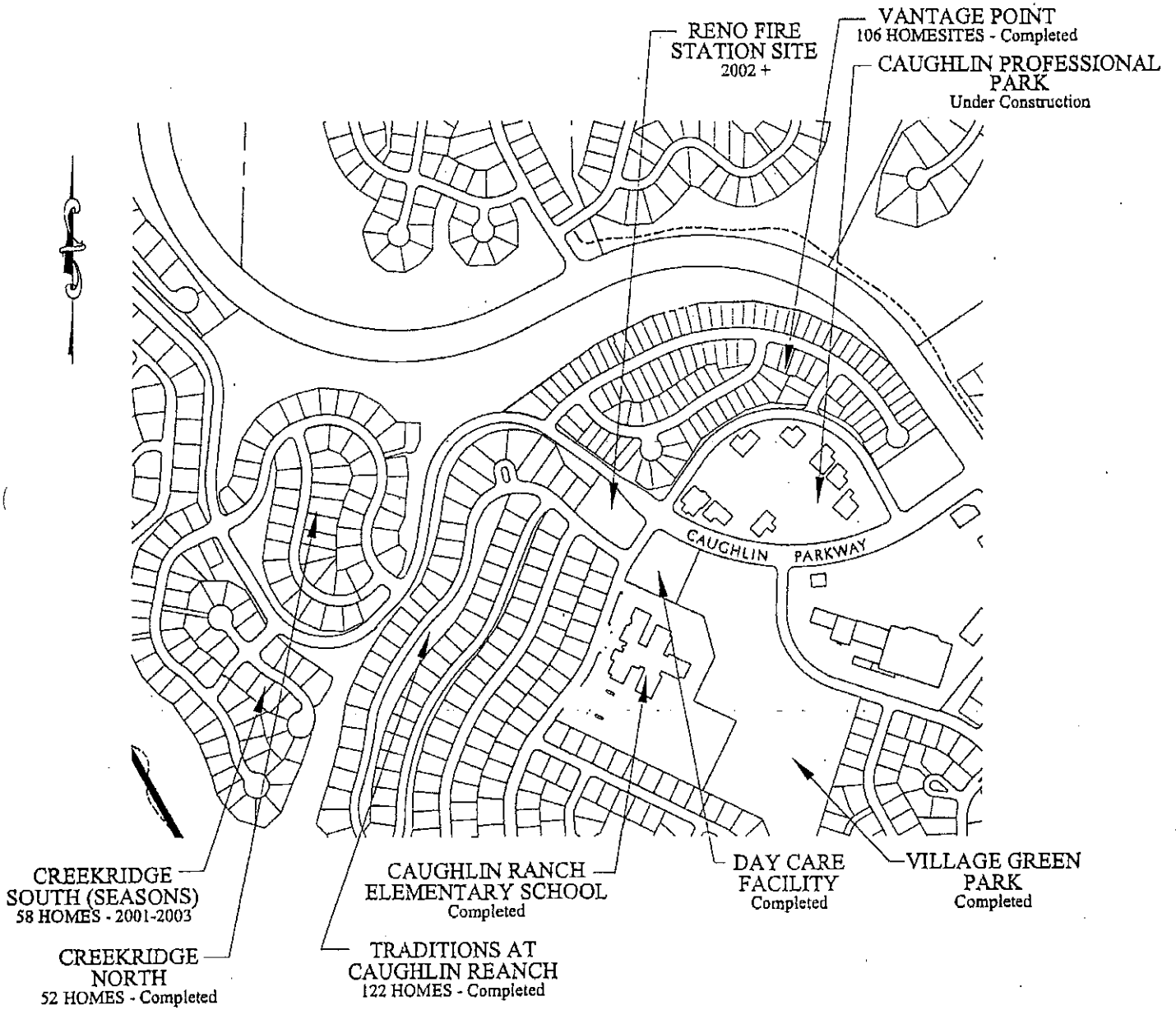
The agreements with the City and County require that all of the recreational facilities be open to the public. The Association's common areas and park facilities are unique because of the fact that the general public uses these facilities, but the maintenance costs are borne strictly by the members of the Association. As such, the park facilities of the Caughlin Ranch are quasi-municipal. This is an example of the privatization of public improvements and how the flexibility allowed for Planned Unit Developments can benefit the homeowners of the Association and the community.

Policy 2 - Crissie Caughlin Park

The City of Reno will be responsible for the construction and maintenance of any improvements to Crissie Caughlin Park.

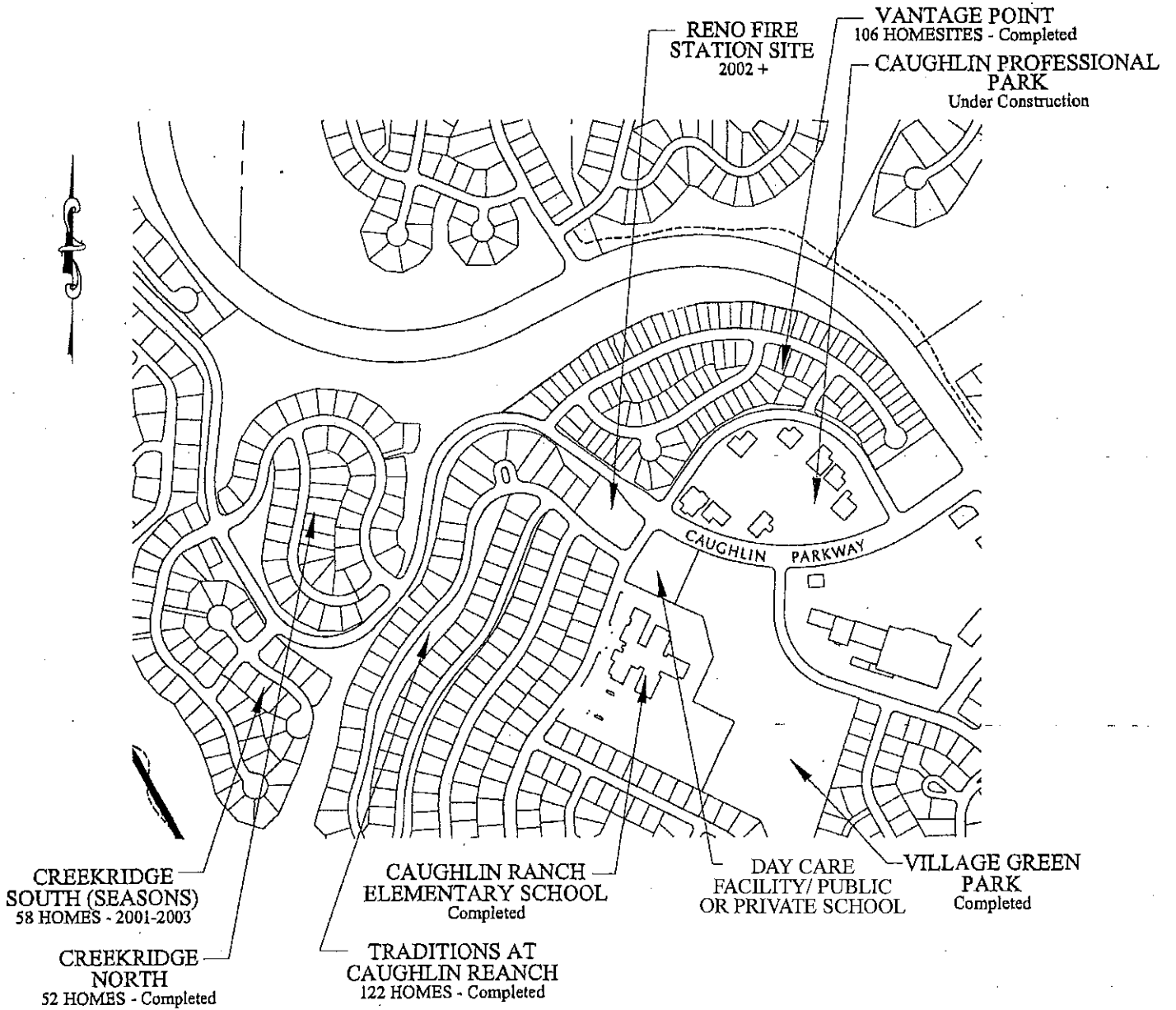
Policy 3 - School/Recreation Complex Joint Use Facility

A 12± acre site was developed for the Village Green Park. A joint-use agreement was executed by the developer, District and the Association to allow for the joint use of the adjacent 12± acre park. Parents and school administrators subsequently requested to construct a turf area for the students on the Association's property. The Association's Board agreed to deed approximately one (1) acre to the Washoe County School District for the new turf area. Figure 6, page 45, illustrates the existing configuration of the District's property after the recordation of the Boundary Line Adjustment. The joint-use agreement is to be amended accordingly.



5. Fire Station Site

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



6. Joint Use School/Park Site

Policy 4 - Paths And Trails

The system of bicycle/pedestrian paths will be maintained and partially owned by the Caughlin Ranch Homeowners Association. The County will own paths and trails in the County portions of the Caughlin Ranch.

Policy 5 - Other Recreational Amenities

The Caughlin Club will be a privately owned, membership facility. The open space will be owned and maintained by the Caughlin Ranch Homeowners Association. The Village Green Park will be built by the Caughlin Ranch using RCT funds as per the Revised Master Plan and then owned and maintained by the Caughlin Ranch Homeowners Association.

Eastridge and Caughlin Crest Parks have been completed and are owned and maintained by the Caughlin Ranch Homeowners Association.

Resource Management

The policies and standards presented here are designed to protect and conserve energy, water and air resources.

Goal

To develop a community that uses and manages resources efficiently and effectively, giving due consideration to design, marketability, liveability and aesthetic implications.

Policies

Energy

Policy 1 - Cost Effectiveness/Flexibility

To build a community that highlights energy management with features that are cost-effective, not speculative, by requiring all building applicants to submit a statement of what plans for energy conservation and/or renewable energy use are proposed and why to the Architectural Control Committee.

Water

Policy 1 - Landscape Irrigation

The following items will be used to reduce the domestic water used for irrigation:

- A. Specific building envelopes will be specified for all single family estate development and landscaping will be limited to specific areas.
- B. Landscaping will be of a type that is commensurate with existing natural surroundings as specified under Landscaping Policies.
- C. Automatic and, where cost effective, drip irrigation systems will be installed in all landscaped areas.

- D. Time clocks are required for all irrigation systems and operators of these systems will be instructed by the Homeowners Association to set proper irrigation time durations and frequencies and to schedule irrigation for times of minimal evaporation.

Policy 2 - Appliance And Fixture Usage

The following concepts will be encouraged by the Architectural Control Committee:

- A. Installation of state-of-the-art water saving fixtures, such as low water use shower heads or water saving toilets.
- B. Installation of state-of-the-art water saving appliances for things, such as washing machines and dishwashers.
- C. Use of trash compactors to limit the use of garbage disposals in sinks.

Air Quality

Policy 1 - Construction Practices

During construction phases, an ongoing program will be maintained to reduce total suspended particulate emissions (fugitive dust). The program will be approved by the Washoe County Health Department. Since this policy assures a continuing dust control program, this serves as the acceptable application for issuance of permits. The fugitive dust program will be incorporated by reference into this handbook when approved by the Washoe County District Health Department. Other areas of this handbook address revegetation standards for disturbed areas that address long-term dust and wind erosion concerns.

Policy 2 - Traffic Mitigations

As discussed with the Health Department, with development of the traffic mitigations described previously, air quality standards will not be violated. Those mitigation measures identified to be developed for subsequent phases will be consistent with approved phasing of the development. The funding of all offsite mitigations is to be taken care of with the trip generation fee mentioned earlier in the handbook.

Housing And Community Development

The purpose of this section is to describe the policies, principles, standards and deed restrictions that will control Caughlin Ranch construction. These controls and guiding philosophies will ensure that the project is built and maintained as envisioned in the approved master plan.

Goal

The goal, simply put, is to build a well-designed, unique and efficient community.

Policies/Standards

Architecture

Policy 1 - Architectural Style

All buildings must incorporate architectural themes that are complementary and compatible with the site and its surroundings. Specific standards are defined in the Declaration of Protective Covenants, which are included later in this handbook. All building proposals must be prepared by a licensed architect or certified residential designer and will be reviewed by the Caughlin Ranch's Architectural Control Committee (ACC) to ensure this policy is enforced in a way that encourages creative design and considers the specific site conditions involved. The Architectural control Committee shall have sole authority in determining compliance with this policy. Of course, all applicable codes will be adhered to.

Landscaping

Landscaping will be designed and maintained to fit the particular use and to blend in with the natural environment. Certain landscaping requirements are spelled out in the Covenants, Conditions and Restrictions and all landscaping plans will be reviewed by the ACC. The ACC will use the following criteria to evaluate landscaping plans:

Policy 1 - Visual Criteria

- A. The overall forms of the introduced plant material should be complimentary to any existing on-site vegetation.
- B. Where limited on-site vegetation exists, plant forms should offer a variety of sizes, colors and shapes to create a pleasing street scene on a year round basis.
- C. Colors and textures of plant material should be varied within neighborhoods to provide an interesting natural scene throughout the year.
- D. Ultimate size of plants will be given careful consideration. Plants which quickly outgrow their usefulness will be avoided. Minimum planting requirements are specified in the Covenants, Conditions and Restrictions.

Policy 2 - Functional Criteria

- A. Plants selected should have similar growing requirements to those already existing. This reduces the problem of over watering and shading out plants which have adapted to natural conditions.
- B. In areas where screening is needed, the plants selected will be evaluated for their screening effectiveness. Evergreens which branch close to the ground will be favored.
- C. Trees which provide a shade canopy over hard surface areas are desirable. Trees will be evaluated in terms of how well they enhance architecture, enclose pedestrian spaces, and link various activity centers within the project.
- D. The use of plants to reduce heating and cooling needs around living units is desirable. Evergreens along the north and west sides of units will be encouraged, since they create air pockets against the house which act as an insulator. Deciduous plants around the perimeter of the unit will be encouraged since they provide summer shade while allowing winter sun to enter the unit from the south.

Policy 3 - Cultural Requirements

- A. The primary intent will be to utilize new plants which compliment those existing on the site in order to insure survival rates yet provide interest and diversity.
- B. Since water conservation is a concern, new plantings that can survive on existing rainfall or that can withstand prolonged periods of drought will be favored.
- C. Plants which require little maintenance will be favored over those which require constant spraying and pruning to remain healthy. Plants that are highly visible in public areas will require some additional maintenance to eliminate constant fertilization. Homeowners will be encouraged to have a soil analysis done to determine pH, acidity/alkalinity, general soil type, and the availability of nutrients. They can then select plants which adapt well to the existing conditions with a minimum amount of upkeep and water by checking with the County Extension Service. This analysis will be submitted to the ACC with the building and landscape plans.
- D. Plant materials selected should contain a combination of fast, medium and slow growth rates. Fast growth plants adapt quickly, provide quick cover, but have a short life span and are sometimes subject to disease. Medium growth plants take over as the faster plants begin to die out, usually after 15-20 years. They are generally more attractive and less subject to disease. Slow growth plants remain small for a long period of time, but eventually become a dominant plant type. They are highly resistant to disease, long-lived and are not subject to the problem of wind breakage.
- E. A variety of sizes and colors should be planted to enhance the natural appearance and provide an interesting street scene.

Policy 4 - ACC Review/Responsibility

The ACC's responsibility in the review of landscape plans is to ensure that all areas disturbed by construction are landscaped. The ACC reviews improvement plans for subdivisions and individual landscape plans for homeowners. The types of landscape plans approved by the ACC for subdivisions will differ from individual landscape plans for homeowners in detail and the appropriateness of the use of specific plant material. For example, the ACC will allow the use of native plant revegetation from seed for common areas, but will not allow a homeowner to landscape their property with native plants from seed.

Although the ACC supports xeriscape landscaping, rock, bare ground, bark and hardscape materials cannot dominate the landscape. Trees and shrubs are required to break up the visual impacts of the inert materials. The ACC requires that the plans be drawn to scale and all plant material be identified by type and size. Plants need to be identified by their common name. Evergreen trees need to be identified by height and deciduous trees by caliper size. The ACC guidelines require 5 gallon shrubs to be planted a minimum of 5 feet on center and one gallon perennials a minimum of 3 feet on center. The ACC encourages ground cover. The ACC discourages decorative rock. River rock is an approved ground cover.

The ACC's responsibility to approve landscape plans for individual homeowners must also take into consideration the language in the CC&Rs requiring each lot to be completely landscaped consistent with the approved landscape plans in a manner suitable to the character and quality of the Caughlin Ranch development. The ACC must recognize that one set of criteria is inadequate to address the diversity in Caughlin Ranch because of the range in sizes of each property and value attributable to each neighborhood. The role of the Association and ACC is to establish and protect property values within each neighborhood. Accordingly, the ACC will evaluate each individual homeowner's landscape plan in relationship to the neighborhood in which the

homeowner lives or the relative value of the properties within the specific neighborhood of the individual homeowner.

Policy 5 - Irrigation Ditches

In order to maintain the character of the site, irrigation channels should not be concrete lined, as has been the case in other areas. Any lining should be of a character consistent with the existing and proposed landscapes. Alternative lining and/or maintenance methods will be reviewed by the County and/or City when areas adjoining irrigation ditches are at the final design stage.

Policy 6 - Recommended Plants

The following is a list of recommended plants.

Recommended Plants

Common Name	Botanical Name
Small-Medium Deciduous Trees	
Bradford Pear	Porus calleryana 'bradfordi'
Crabapple	Malus sp.
Ginkgo	Ginkgo biloba (male only)
Hawthorne	Crataegus sp.
Plum, purple	Prunus cerasifera
Western Redbud	Cercis occidentalis
Flowering Almond	Prunus triloba
Smooth Sumac	Rhus glabra
Smoke Tree	Cotinus coggygria
Golden Chain Tree	Laburnum anagyroides
European Mountain Ash	Sorbus aucuparia
Large Deciduous Trees	
Green Ash	Praxinus pennsylvanica
Honeylocust	Gleditsia triacanthos
Golden Rain Tree	Koelreutaria paniculata
Sweet Gum	Liquidambar styracifula
Mulberry	Morus alba
London Plane Tree	Platanus acerifolia
Scarlet Oak	Quercus coccinea
Little-leaf Linden	Tilia cordata
Norway Maple	Acer platanoides
Pin Oak	Quercus palustris
Small-Medium Evergreen Trees	
Chinese Juniper	Juniperus chinensis

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Rocky Mountain Juniper
Pinion Pine
Limber Pine
Hybrid Yew

Juniperus scopulorum
Pinus edulis
Pinus flexilis
Taxus media

Large Evergreen Trees

Incense Cedar
Jeffrey Pine
Ponderosa Pine
Scotch Pine
Colorado Spruce
Austrian Pine
Sequoia

Calocedrus decurrens
Pinus jeffrey
Pinus ponderosa
Pinus sylvestris
Picea pungens
Pinus nigra
Sequoia gigantea

Deciduous Shrubs

Flowering Quince
Cinquefoil
Alpine Currant
Strawberry
Japanese Barberry
Golden Current
Bridal Wreath
Siberian Peashrub
Redosier Dogwood
Burning Bush
Forsythia
Sweet Mock Orange
Lilac
Silver Buffalo Berry
Staghorn Sumac
Odessa Tamarix

Chaenomeles japonica
Potentilla fruticosa
Ribes alpinum
Symphoricarpos albus
Berberis thunbergi
Ribes aureum
Spiraea vanhouttei
Caragana arborescens
Cornus stolonifera
Euonymus alatus
Forsythia intermedia
Philadelphus coronarius
Syringa chinensis
Shepherdia argentea
Rhus typhina
Tamarix odessar

Evergreen Shrubs

Four-wing Saltbush
Mentor Barberry
Scotch Broom
Yucca
Manzanita
Firethorn
Pfitzer Juniper
Hetz Juniper
Japanese Yew

Altriplex canescens
Berberis julianae
Cytisus scoparius
Yucca filamentosa
Arctostaphylos manzanita
Pyracantha coccinea
Juniperus chinensis 'Pfitzeriana'
Juniperus chinensis 'Torulosa'
Taxua cuspidata

Ground Covers

Bearberry

Arctostaphylos uva-ursi

Cotoneaster	Cotoneaster 'Lowfast'
St. Johnswort	Hypericum calycinum
Lavender Cotton	Santolina chamaecyparissus
Winter Creeper	Euonymus fortunei
Honeysuckle	Lonicera japonica
Snow in Summer	Cerasteum tomentosum
Carpet of Snow	Lobularia Maritima 'Carpet of snow'
Bar Harbor Juniper	Juniperus horizontalis 'Bar Harbor'
Blue Fescue	Festuca ovina 'Glauca'
Moss Phlox	Phlox subulata

Policy 7 - The minimum portion of a non-residential site used for office or commercial uses to be permanently landscaped is twenty percent (20%)

Signage, Lighting & Fencing

All signage, lighting and fencing is to be consistent with the site/theme sensitive scheme that has been developed for the Caughlin Ranch. Lighting, signage, and fencing in the Ranch will be of a unified design. They are the threads tying the entire project together. Implementation of the design elements will support the emphasis placed on creating and enhancing the natural, outdoor ranch atmosphere of the project.

Conformity to this provision will again rest solely with the ACC.

Policy 1 - Lighting

Lighting in the Caughlin Ranch will be functional and aesthetically pleasing. It will illuminate streets and pathways, points of potential pedestrian/automobile conflict, foster a sense of security and light signs. Aesthetically, it will highlight entrances to buildings, key areas of the Ranch, and points of interest. Lighting along public streets will be owned and operated by the governmental entity that owns the street.

Lighting used in residential areas will have three basic functions. It will provide a sense of security, mark a driveway at the street level, and illuminate entryways and outdoor living areas. Lighting standards are as follows:

- A. The scale, placement and style will be determined by its function. Example: pedestrian and slow vehicular should be and close to the ground and not overly intense.
- B. Soft, indirect lighting will be employed wherever feasible, particularly in residential areas.
- C. The support structure for lighting is encouraged to be made of natural material, unless natural materials are proven unpractical.
- D. The light housings will be black, or of natural materials, or of a color harmonious to the structure.
- E. Spillover, intrusive light will be minimized.
- F. Lighting color will be uniform throughout the development.
- G. Energy consumption will be a factor in determining lighting types. Areas such as the Caughlin Square

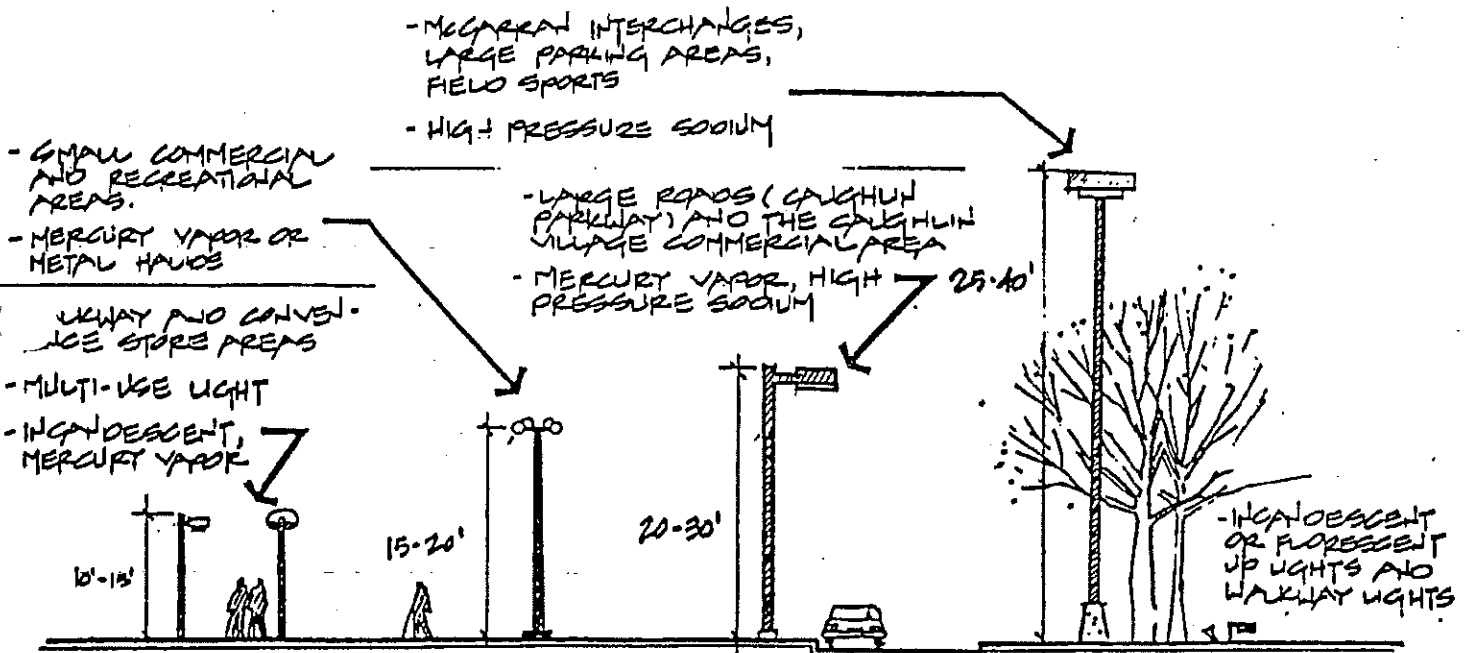
shopping center where lighting needs are considerable should use a life cycle costing approach to select lighting type.

- H. Lights will be placed where they are most useful rather than trying to light entire areas. For example, they should be used to illuminate informational and directional signage and for security, and not for flooding an entire backyard with light.
- I. Lighting levels will conform to standards recommended by the Illuminating Engineers Society in IES Lighting Handbook, 4th Edition, New York, where warranted.
- J. On public streets within the City of Reno, the style of light standard may be unique to the Caughlin Ranch development and will be approved by the City of Reno.

Policy 2 - Signage

Signage will be used as business and activity center identification, for public traffic control (stop signs, road crossings, school zoning, etc.) and for public information (street names, subdivision names, special places, etc.) Signage will be clear and direct, relating the required information with minimal confusion. Certain restrictions related to signage are also specified in the Declaration of Protective Covenants. All signage must be approved by the ACC and be in compliance with Washoe County Code, Chapter 105, (Sign Ordinance) for that portion of the Ranch within the unincorporated portion of Washoe County and be in compliance with the Zoning Ordinance for that portion of the Ranch within the City of Reno.

- A. The size and scale of signage will relate to its exposure to passing viewers. For example, smaller scale signage will be used for slow moving traffic and in residential areas.
- B. Signs will employ the various Caughlin Ranch logos and other symbols where such symbols effectively convey meaning.
- C. Signs will be an integral part of the design of commercial and recreational buildings. For example, commercial signage will be included on facades of buildings and illuminated with indirect lighting where deemed appropriate.
- D. The use of standing or hanging signage will be minimized to the extent feasible.
- E. Signage structures will be made of natural materials as is practical.
- F. Painted or bas relief lettering will be emphasized. Styles and graphic symbols should be as simple and bold as possible.
- G. All signage will use a uniform color scheme and style.
- H. Street numbers on single family dwellings will be made of wood, brass or black metal and affixed to the mail box post.
- I. Residential district signage - all signs are to be reviewed and approved by the Architectural Control Committee.
 - 1. Area identification signs
 - a. The area may not exceed 64 square feet on each side.
 - b. The height may not exceed 12 feet.



7. Lighting Concepts

2. Construction signs
 - a. The area may not exceed 800 square inches and 36 inches is the maximum dimension.
 - b. The height may not exceed 72 inches.
3. Real property signs
 - a. 24" x 18" is the standard size.
 - b. Colors -Background - beige
Frame - black
Caughlin Ranch Logo - copper or green
"For Sale" - green or red
Realtor Name - black
Phone Number - green
 - c. Design of Sign -
Caughlin Ranch Logo - 6" at top of sign
"For Sale" - 2-1/2" high
Realtor Name - 3" high
Phone Number - 3" high
 - d. Rider -one "rider under sign will be allowed.
Colors - beige background/block type. Black or green lettering.
 - e. Sold -When property sells, a red 'Sold' magnetic sign can be placed to the left of the Caughlin Ranch logo.
4. Political signs
 - a. The area and height may not exceed that allowed for construction or real property.
 - b. The sign is subject to removal, spacing and other requirements applicable to construction or real property signs.
 - c. Must be approved in advance by the Architectural Control Committee.
5. Subdivision sales signs
 - a. The area may not exceed 64 square feet on each side for each subdivision or project.
 - b. Two signs are allowed, each having an area of 32 square feet on each side.
 - c. The height may not exceed 12 feet.
 - d. The distance between the signs must not be less than 200 feet.
 - e. The signs must be removed when all of the lots or units in the subdivision or project have been sold or leased.
6. Direction-information signs
 - a. The area may not exceed 64 square feet on each side.
 - b. The height may not exceed 12 feet.
7. Flashing and animated signs are prohibited.
- J. Nonresidential district signage - all signs are to be reviewed and must have approval by the ACC prior to installation.
 1. Area identification signs
 - a. The design must be reviewed and approved by the Architectural Control Committee.
 - b. The height may not exceed the height of the building it identifies.
 2. Construction and real property signs
 - a. The area may not exceed 32 square feet.

- b. The height may not exceed 6 feet.
- 3. Political signs
 - a. The area and height may not exceed that allowed under Policy I.4.
 - b. The sign is subject to removal, spacing and other requirements described under Policy I.4.
 - c. Must be approved in advance by the Architectural Control Committee.
- 4. Commercial project development signs.
 - a. The area may not exceed 64 square feet on each side for each project.
 - b. Two signs are allowed, each having an area of 32 square feet on each side.
 - c. The height may not exceed 12 feet.
 - d. The distance between the signs must not be less than 200 feet.
 - e. The signs must be removed when all of the units in the project have been sold or leased.
- 5. Direction-Information signs.
 - a. The area may not exceed 64 square feet on each side.
 - b. The height may not exceed 12 feet.
- 6. Business signs - freestanding. Freestanding signs are highly discouraged and will be presumed to be inappropriate unless proven otherwise to the ACC. If permitted, 64 square feet will be the maximum size.
- 7. Business signs - projected and wall signs. Projecting signs and wall signs are allowed only under the following conditions:
 - a. The sign may project no more than one foot from the exterior of the building or extend one foot above the eaves of the roof.
 - b. The structure and supports such as guy wires and braces may not be visible.
 - c. The height may not exceed 12 feet.
 - d. The maximum allowable area is determined as follows:
 - 1) One square foot of sign area up to 64 square feet is allowed for each horizontal lineal foot of the building face to which it is attached.
- 8. Additional limitations on business signs
 - a. Flashing or animated signs are not allowed.
 - b. The aggregate square footage of freestanding, projecting and wall signs, may not exceed 192 square feet for each business unless approved by the Architectural Control Committee.
- 9. Illuminated signs are allowed under the following conditions:
 - a. The source of the illumination may not be directly visible from beyond the property line.
 - b. The wattage may not exceed 40 watts for each 4 square feet of area.
- L. Area of sign means the sum total of the geometric areas of the display surfaces which make up the total advertising display. Advertising structure, if any, is excluded, unless the structure is used as display surface.
- M. The signage standards may be exceeded if reviewed and approved by the ACC, if not contrary to any County or City requirements.

Policy 3 - Fencing

All fencing must be approved by the ACC. Fencing will be used for security, the safety of small children, and to control pets. In conjunction with other mediums, fencing will be employed to delineate various uses and to eliminate unsightly areas from view. Three types of fencing are explicitly approved for the Caughlin Ranch as follows: (1) a 3 - rail, 54 inch high split rail cedar fence is permitted along side and rear property lines and Caughlin Ranch boundaries. A 2 - rail, 42 inch high split rail cedar fence is permitted along equestrian trails and common areas; (2) a three and one-half to six foot high redwood fence with alternating facing of 1 x6 redwood boards is acceptable for decks, screening or enclosing a yard for children; and (3) a three and one-half to six foot black vinyl chain link fence with black posts and hardware may be used for pet or pool enclosures. Separate fencing standards may be established and incorporated into this handbook for the various planning units or subareas of the Caughlin Ranch. Design criteria are as follows:

- A. Fences will be made of natural materials where possible unless it is proven to be impractical to the Architectural Control Committee.
- B. Solid fencing will only be used where security, safety and privacy is of primary concern.
- C. The use of chainlink fence will be minimized. Black vinyl chainlink will be used where this type of fencing is required.
- D. Simple open fences will be used to delineate common areas from private property.
- E. On residential lots that abut a street or common area, lot line fencing will be discouraged. Property lines will be kept clear from the house to the street except as approved by the ACC.
- F. Adequate sight distance will be maintained along roadways and at intersections according to accepted engineering practices. The design goal is to ensure that sight distances are equal to or exceed the stopping distances corresponding to a roadway's design speed.
- G. Fencing along ditches is to be of wooden rail with woven wire fabric or of other materials that are sensitive to the natural/ranch character of the project.

Building Siting/Envelopes

Policy 1 - General Considerations

All building siting will be such that disruption to the environment will be minimized, important site features are protected and the use and enjoyment of neighboring properties is not unduly impaired. A prime consideration is "matching" building and access to the particular piece of property under consideration. The minimum front yard setbacks for single family homes is twenty feet. The minimum rear yard setback for single family homes is fifteen feet, except adjacent to common areas where the minimum rear yard setback is ten feet. minimum side yard setbacks will be ten feet in the estate areas of Juniper Trails and The Pines and shall be five feet in other single family residential areas. These minimums do not apply to clustered single family homes which may vary in concept from standard setbacks on one extreme to zero lot line on the other.

Policy 2 - Evaluation Criteria

As a part of the Compliance Statements required by this handbook, any deviation from normal County or City setback requirements must be noted along with the reasoning for the deviation. The evaluation criteria specified

setback requirements must be noted along with the reasoning for the deviation. The evaluation criteria specified in this policy will often conflict with one another. Thus, the objectives of each criterion must be weighted against those of the other criteria.

The developer and the ACC will be responsible for determining building locations, using the following criteria:

- A. Fit of building plans to the terrain. Finished grades surrounding buildings should compliment the existing, natural grades to minimize exposed cut and fill slopes.
- B. Degree of slope/topography in general. The more gentle a slope is and the more even the topography in general is, the more suitable an area is for building.
- C. Existing vegetation and natural features. The less vegetation and/or unique land forms of other natural features an area has, the more suitable it is for building because retention of these features is integral to the Caughlin Ranch.
- D. Views from the proposed structure. View sheds from a building site should be retained to the degree possible.
- E. Effects on views from neighboring properties. When establishing building envelopes, the relationships between envelopes, where one building site can affect the views from other envelopes, will be considered.
- F. Retention of usable open space. Usable open space includes, but is not limited to: areas that protect views, and areas that create space between homes, between differing land uses or between roadways and buildings.
- G. Solar exposure and protection of solar access to adjoining properties. To the extent practical, the combined effect of envelope siting and height restrictions should be such that a building envelope will be in sunshine from 9 a.m. to 3 p.m. on December 21.
- H. Vehicular access. Access to the building envelope should be such that the amount of land disturbance required for such access is minimal.

This section of the Caughlin Ranch Development Standards Handbook presents the evaluation criteria that form the basis for establishing building envelopes and thus, the basis for the ACC considering a variance request. No variance may be granted by the ACC that would be contrary to any setback requirements of the County or City unless expressly permitted by Washoe County or the City of Reno.

Tentative subdivision maps will include building envelope locations. The tentative map applications will also address how the above criteria were applied. Any special height restrictions designed to protect views and/or solar access will also be shown on the tentative map.

Policy 3 - Estate Lot Areas

In estate lot areas, all building must be confined to a predetermined building envelope where practically feasible. The building envelopes will be of a variety of shapes and sizes which will be recorded with the 'CC&Rs' and marked in the field. Variances from these envelopes must be approved by the Architectural Control Committee. The variance must also be approved by the County or City where the variance would allow building not in conformance with normal County or City setback requirements, if the setback variances were not previously approved in the subdivision approval process. Outbuildings, such as buildings for horses on

equestrian lots, are exempt from the Caughlin Ranch's building envelope requirements, but do require ACC approval as to design and location.

Policy 4 - Office Uses

Office uses shall provide yards as provided for the "P-O, Professional Office" zone in Reno Municipal Code Sec 18.06.220.(j). Commercial uses shall provide yards as provided for the "NC, Neighborhood Commercial" zone in Reno Municipal Code Sec. 18.06.240.(h). Lots or parcels shall have a fifty (50) foot average width. Building height is limited to a maximum of two stories. Natural or enhanced landscaping, except for any necessary utilities and their related access requirements, is required adjacent to residential areas that are at least as wide as the required minimum yard setback, and if less than twenty feet in width shall also include a 6-foot high solid fence or wall.

Geotechnical Studies

In order to study seismic and soil characteristics and to determine the safety and engineering qualities of the on-site soils, geotechnical work will be required as follows:

Policy 1 - Seismic Studies

Major faults will be located from historical data on each proposed tentative map and their activity will be analyzed. Should historical data show the faults in the area to have high risk, a seismic risk analysis will be performed by a registered professional engineer qualified and experienced in geotechnical engineering.

Policy 2 - Geotechnical Reports

For each development, a geotechnical report will be prepared that addresses site preparation, excavation, grading, filling, foundation requirements, slope and hillside grading, as well as geological hazards.

Policy 3 - Pavement Section Requirements

R-value test results of the subsurface roadway soils will be submitted with final map design plans or with building permit applications for all roads or paved parking areas and pavement sections will be designed according to County or City standards.

Policy 4 - Groundwater Recharge Areas

Soil gradation (sieve) analysis or percolation test results will be submitted with final map design plans or building permit applications for all areas proposed for groundwater recharge.

Construction Practices/Revegetation

Policy 1 - Grading

All disturbed areas will be revegetated or renovated upon completion of construction. With proper erosion control methods and topsoil stockpiling, erosion and the loss of valuable topsoil can be minimized. Sediments entering creeks and drainage channels and wind-carried dust can also be greatly reduced. The following

practices will be carried out:

- A. Large scale grading will be limited to areas as small as is practically and economically feasible. Grading plans for nonresidential and attached residential building must show the order, timing, and extent of grading. Weather reports shall be monitored daily for wind and precipitation forecasts. All grading shall cease during periods of excessive winds and all grading sites shall be watered as early as practically feasible on days when high winds are anticipated.
- B. Construction sites will be graded in sections that are as small as is practical, so that large exposed areas are minimal. Adequate drainage measures shall be maintained both during and after grading. All exposed areas shall be treated per a dust control plan approved by the Washoe District Health Department.
- C. Existing vegetation will be saved whenever practical, since the roots bind soil together and protect the soil from water erosion and mudslides. Construction equipment will be limited to areas intended for specific improvements in order to minimize damage to vegetation, as specified in the Declaration of Protective Covenants.
- D. On steeper slopes, diversion channels will be constructed at the top of slopes and at regular intervals along the slopes to prevent water from accelerating down the slope and the resultant washing of away soil.
- E. Temporary sediment control basins will be constructed in areas where silt type soils exist or where silt could enter a drainage channel. In the City of Reno, envirotpe fencing in conjunction with temporary sediment control basins will be used.

Policy 2 - Seeding, Planting And Mulching Methods

Seeding, planting and mulching are outlined below:

- A. Seeding should be done as soon as possible after finish grading has been completed given consideration to the season and the type(s) of plant materials to be used. It is more successful if done in early spring after the ground softens, or in the early fall when the seeds have time to become established before winter. Spring and fall also provide enough rain to germinate the seeds. Seeding that is not to be irrigated will only be done in early spring or early fall. Where possible, seed will be drilled into the soil.
- B. Steep slopes not accessible by machine should be seeded with a mechanical broadcaster and raked by hand. Accessible areas should be hydro mulched.
- C. Woody plants, shrubs and trees can be used for revegetation of disturbed areas, but for initial cover and quick protection, grasses are the most valuable. Many trees and shrubs can be established by direct seeding; others are best planted using cuttings. The random arrangement of trees and shrubs provides a more natural appearance for a newly graded area. Following are two plant lists, one for trees and shrubs, and the other for grasses. Four or five different plant types should be selected to ensure a good survival rate and healthy competition. The plant list is not intended for use in fire breaks. Initial coverage required is dependent on the species involved.

Trees And Shrubs

- | | |
|----------------|---------------------|
| Bearberry | Pinemat Manzanita |
| *Big Sagebrush | Ponderosa Pine |
| *Big saltbush | Jeffrey Pine |
| *Bitterbrush | *Rubber Rabbitbrush |

Black Locust	Skunkbrush Sumac
*Fourwing Saltbush	Snowberry
Golden Currant	Woods Rose
Greenleaf Manzanita	Juneberry

*Establish well from seeds

Native Vegetation

Fescue Covar	4.0 lbs./acre
Lupine Confertus/Caudatus/Perennis Blend	4.0 lbs./acre
Blue Flax	3.0 lbs./acre
Ox-Eye/Shasta Daisy	3.0 lbs./acre
Plains Coreopsis	3.0 lbs./acre
Sierra Penstemon (Strictus & Palmeri Blend)	2.0 lbs./acre
California Poppy	3.0 lbs./acre
Indian Blanket Flower	2.0 lbs./acre
Bitterbrush	2.0 lbs./acre
Sagebrush Basin	1.0 lbs./acre
Spiny Hopsage	1.0 lbs./acre
Rabbitbrush	<u>2.0 lbs./acre</u>
Total Mix	30.0 lbs./acre

- D. A wood fiber material or jute matting should be used to prevent the seeds from being blown or washed away. Other mulches which can be used include straw, seed husks, and bark. The mulch should be anchored with a matting or one of a number of commercial tackifiers.
- E. Fertilizer and additional water applications will be based on soil fertility tests and the general appearance of the vegetation during subsequent growing seasons.
- F. On very low fertility areas, the application of 40 to 80 pounds of nitrogen, 50 to 75 pounds of phosphoric acid and 50 pounds of potash per acre will provide a good growing medium for the seeds.

Policy 3 - Top Soil Protection

Measures to protect top soil include these items:

- A. Areas to be regraded will have the topsoil stripped and replaced to provide a better medium for plant growth. Existing topsoil contains native seeds and plant cuttings that will grow in conjunction with introduced seeds.
- B. Topsoil that is removed will be stockpiled nearby to lessen the cost of transportation. The stockpile should be protected from erosion by seeding, watering, mulching, or covering.
- C. Care should be taken in the placement of the topsoil stockpile. Existing drainage ways must be kept clear to allow water to flow unimpeded. Ridge tops susceptible to high winds should also be avoided.
- D. After grading has been completed, certain precautions must be taken to ensure the topsoil is not lost. Slopes should be scarified so that the topsoil does not slip off when saturated with water. In areas of fill,

the soil should be placed in a series of lifts and compacted after each lift. Terraces should become a part of the slope, acting to slow down water, stabilize the soil and provide a flat surface for plant establishment.

- E. Where topsoil is very thin or non-existent, scarification is necessary to provide at least one inch of loosened material for plant growth.

Implementation/Enforcement

This section specifies what portions of the Caughlin Ranch are proposed to be annexed into the City of Reno. The master Declaration of Protective Covenants (as recorded in Washoe County on August 8, 1984; document #942122) are also presented. A Statement of Compliance that addresses the standards of this handbook is required for any project that would normally require any administrative permit were it not for the fact that this handbook and its associated major project review are approved. This statement must be submitted to the County or City for approval after review by the Caughlin Ranch and the Architectural Control Committee.

Special use permits for development adjacent to major arterials or residential property; or for a convenience store, car washes, drive-through facilities, or uses operating more than 17 hours per day are not required for non-residential development in the "Caughlin Crossing" portion of "The Meadows and in "Caughlin Village." Professional offices and day care facilities in the Caughlin Villages or Caughlin Crossing sub areas shall not be subject to either site plan review or special use permits.

Annexation

Policy 1 - Targeted Areas

The parts of the Caughlin Ranch that have been annexed into the corporate limits are depicted on the Annexation Map, page 63. These targeted areas are essentially all of the River Run, The Meadows, Caughlin Ridges, Caughlin Village, Evergreen and Juniper Trails Unit 9. The Alum Creek is the annexation boundary. These areas were previously targeted for required annexation because they adjoin current City limits and/or affect a sensible municipal boundary. Petitions for annexation will be filed with the City at the time of any tentative map, special use permit, or other application for development. This policy is fully implemented.

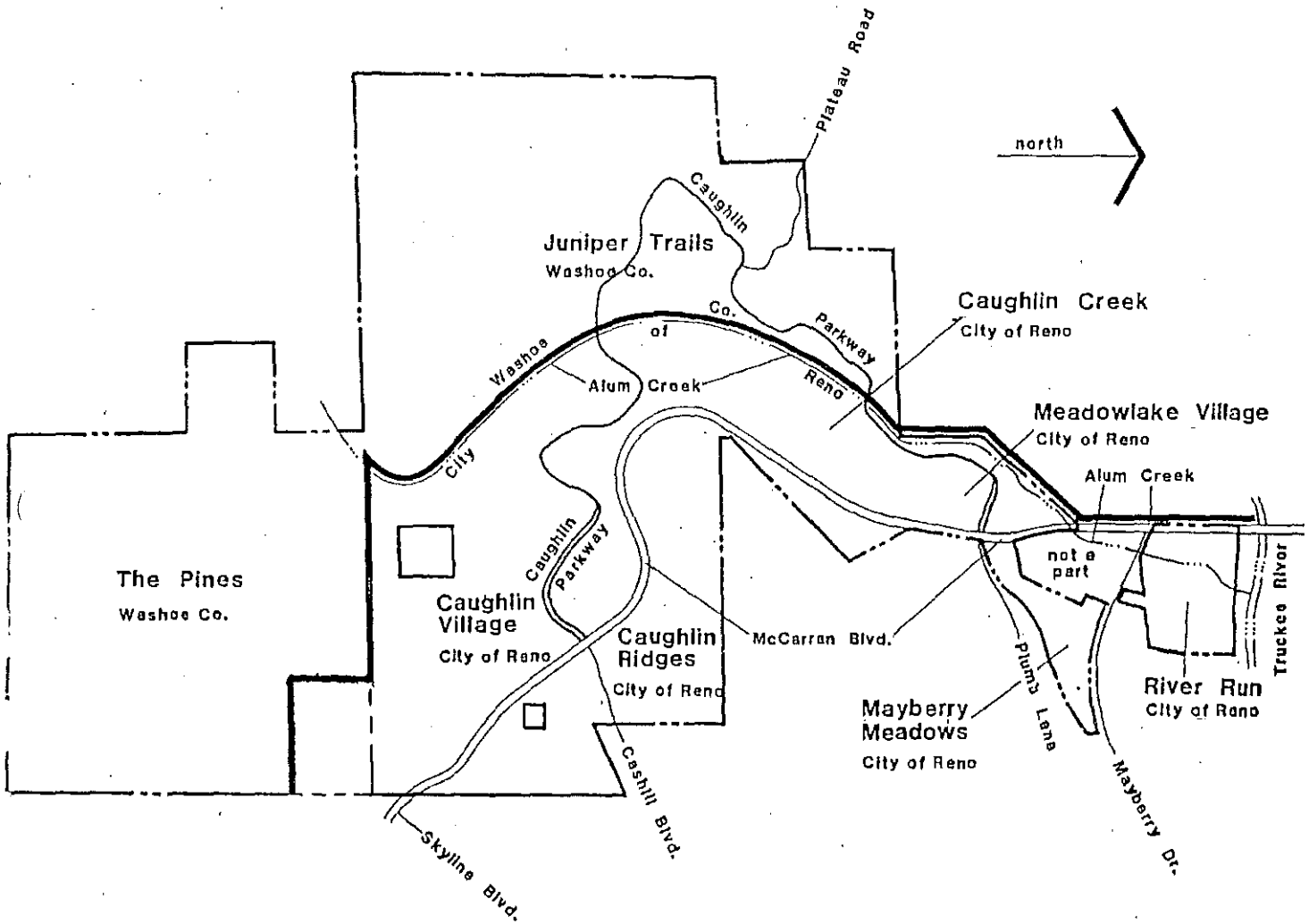
Policy 2 - Phased Annexation

Applicants for tentative maps and other applications in the areas designated as suitable for annexation into the City of Reno will make application to the City, including petition for annexation. Annexation of all the targeted areas will be required prior to the implementation of the Recreation Management Plan by the City of Reno. This policy has been fully implemented.

Policy 3 - Caughlin Ranch Theme And Standards

All petitions for annexation will be contingent on the City and the developer maintaining the design and development standards and practices as presented in this handbook. The intent of this policy is to ensure the entire Caughlin Ranch develops in a sensitive, unified manner, whether the development takes place in the City or the County.

CAUGHLIN RANCH PLANNED UNIT DEVELOPMENT



8 - Annexation Map

Appendix

DECLARATION OF PROTECTIVE COVENANTS
CAUGHLIN RANCH

942122

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DECLARATION OF PROTECTIVE COVENANTS

CAUGHLIN RANCH

THIS DECLARATION is made on August 6, 1984 by JUNIPER TRAILS DEVELOPMENT CO., a Nevada corporation (the Declarant).

RECITALS

Declarant is the owner of that certain real property located in the County of Washoe, State of Nevada, described in the Supplemental Declaration attached hereto as Exhibit "A" and made a part hereof and contemplates developing the same into lots and parcels.

Declarant intends to sell and convey lots and parcels within Exhibit "A" and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots and parcels therein and the owners and future owners thereof.

NOW, THEREFORE, Declarant declares that all of the

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942122

B2050PU567

Exhibit "A" land and all the lots and parcels therein, as hereinafter defined are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of the Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create a privity of contract and estate between the grantees of such lots and parcels, their heirs, successors and assigns; and shall, as to the owner of such lot or parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such lots and parcels in the development as hereinafter defined and their respective owners, present and future.

I. DEFINITIONS. The following terms as used in this Declaration are defined as follows:

A. "Articles" means the Articles of Incorporation of the Association.

B205UPJ568

B. "Association" means Caughlin Ranch Homeowners Association, the property owner's association which is a Nevada nonprofit corporation.

C. "Board" means the Board of Directors of the Association.

D. "By-Laws" means the By-Laws of the Association.

E. "Committee" means the Caughlin Ranch Architectural Committee.

F. "Common Area" means all of the real property designated as such in the Supplemental Declaration; all real property which may be later described by supplemental declarations as common area; and all real property acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be constructed thereon and owned by the Association, including, but not limited to recreational and community facilities, lakes, parks, paths and trails. Common area, as used in this Declaration does not include land owned in common or held in undivided interests by owners of multiple family dwellings within the development.

G. "Declarant" means the Declarant above named and any other developer of any portion of the Caughlin Ranch, its successors and assigns.

H. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.

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I. "Development" means all that real property situate in the County of Washoe, State of Nevada, described in the Supplemental Declaration and all other real property which may be described in additional supplemental declarations recorded from time to time with the Washoe County Recorder, which development is commonly known as the Caughlin Ranch.

J. "Improvements" means all buildings, outbuildings, streets, roads, trails, pathways, driveways, parking areas, fences, retaining and other walls, docks, piers, landscaping, light standards, antenna and any other structures of any type or kind.

K. "Land Owned in Common" means land owned in common or held in undivided interests by the owners of multiple family dwellings.

L. "Lot" means any numbered single family lot shown on a map, or any living unit in a multiple family area shown on a map. Land owned in common as part of a multiple family dwelling shall not be considered to be a separate lot for purposes of this Declaration.

M. "Map" means the maps of the development as they are from time to time recorded.

N. "Multiple Family Dwelling" means a residential structure such as a townhouse or condominium structure containing two or more individual apartments or living units

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and constructed on a lot or parcel whose use is designated in the Supplemental Declaration as multi-family residential.

O. "Owner" means:

1. Any person or legal entity, including Declarant, who holds fee simple title to any lot, unit, or parcel within the development.

2. Any person or legal entity who has contracted to purchase fee title to a lot pursuant to a written agreement recorded in the Washoe County, Nevada Recorder's Office, in which case the seller under said agreement shall cease to be the owner while said agreement is in effect; or

3. A lessee of a lot under a recorded lease from the owner of fee simple title to said lot for a term of not less than fifty (50) years, in which case the lessor under said lease ceases to be the owner while said lease is in effect.

4. Owner does not include the Association.

P. "Parcel" means any portion of the development other than a lot or common area.

Q. "Single Family Dwelling" means a residential structure for the owner and his immediate family, his casual guests and his domestic servants and domestic employees, which dwelling is constructed on a lot designated in the Supplemental Declaration as a single family residential lot.

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R. "Supplemental Declaration" means:

1. The recorded Supplemental Declaration of Declarant attached hereto as Exhibit "A"; or
2. In the case of parcels being subsequently annexed to the development, the recorded Supplemental Declaration of a Declarant which incorporates the provisions of this Declaration therein by reference.

In either event, the Supplemental Declaration shall include a description of the real property covered thereby subject to the provisions of this Declaration and shall designate the permitted uses of such property.

II. LAND USE. Lots and parcels in the Supplemental Declaration shall be designated therein as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of this Declaration relating to such uses. In the event a use is designated for which no such provisions are contained herein (e.g., single family dwelling, multiple family dwelling, etc.), the same may be set forth in such Supplemental Declaration. Only activities connected with the designated uses may be carried out on any lot or parcel. There shall be no use of a lot or parcel other than the designated use.

A. Single Family Residential. Only single family dwellings and such outbuildings as are usually accessory

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thereto and as may be permitted by the Committee shall be permitted on any lot designated as single family residential. The following restrictions shall apply specifically to such lots.

1. Minimum Area. Each dwelling constructed shall have fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports, guest houses or other outbuildings) not less than fourteen hundred (1,400) square feet.

2. Height Limitation. No structure or portion thereof (except chimneys) constructed on any lot within the development shall extend to a point higher than that designated for such lot on an applicable supplement to this Declaration of Protective Covenants filed with the Washoe County Recorder from time to time with respect to each unit of the development, which supplement shall be so filed prior to the Declarant conveying any lots within any such unit. In the absence of such filing, height limitations within any unit shall be those for each lot within such unit established by the Committee.

3. Building Envelope: The Declarant shall establish a building envelope and recommended point of access for each lot. This envelope will be

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based upon the topography of the lot, it's relationship to neighboring lots, and any unique feature that the lot may have such as trees, meadows, rock outcroppings, etc. The size and shape of the building envelope may vary from lot to lot. If, in the opinion of the Declarant certain lots do not warrant the establishment of a specially designated envelope, the envelope for those lots shall be set according to the normal setbacks of the governing local agency for that type of lot. In general, all building construction shall be confined to the building envelope area. If, in the opinion of the Committee, the building envelope shall cause the lot owner undue hardship in locating his home or accessory improvements, variances may be permitted by the Committee. Any such variance must be in writing and signed by the chairperson of the Committee.

B. Multiple Family Residential. Only multi-family dwellings and such outbuildings as are usually accessory thereto shall be permitted on any parcel designated as multiple family residential. The following restrictions and covenants shall apply specifically to such lots or parcels:

1. Location. Multiple family residential use shall be allowed only within areas approved for

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such use and as designated on supplemental declarations.

2. Minimum Living Area. The amount of fully enclosed floor area devoted to living purposes in each such unit shall not be less than eight hundred (800) square feet for an apartment, patio home or condominium unit or one thousand (1,000) square feet for a townhome.

3. Carport, Garage or Screened Parking Area. A carport or garage shall be constructed for each townhome unit. Screened parking areas in lieu of or in combination with garages or carports may be allowed for apartments, patio homes or condominium units if approved in writing by the Declarant and the Committee.

4. Areas Held in Undivided Interests Within Multiple Family Residential Parcels (referred to above as land owned in common). Areas held in undivided interests within multiple family residential parcels shall not be conveyed to the Association but shall be owned, developed and managed consistent with the development plan or scheme for the multiple family residential parcels.

5. Draperies in Multiple Family Residential Units. The Committee may, prior to the sale of any

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units in a multiple family residential unit structure establish a uniform color scheme for all drapery liners on exterior windows. In the event such a color scheme is established, the Committee shall notify the developer of such units who shall be obligated to notify the individual purchasers prior to purchase of this requirement. Failure of the developer to notify the individual purchasers shall not relieve such purchasers of the obligation to comply with the color scheme requirement. Such color scheme shall be maintained until changed by the Committee with the consent of seventy percent (70%) of the owners of the structure involved.

C. Common Areas. All areas in the development designated as common areas (owned and to be owned by the Association) are and shall remain private property and Declarant's recordation of a map showing such common areas shall not be construed as a dedication to the public of any such common areas located therein.

1. Ownership. Declarant will convey all such common areas to the Association (except as set forth herein) free and clear of all liens and encumbrances (other than liens for taxes), but subject to such easements and rights-of-way as then appear of record, such conveyances shall be

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accomplished in segments from time to time as improvements, if any, to be located thereon as shown on the recorded maps of the development are completed.

2. Use. The use and enjoyment of said common areas and improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association as set forth in its articles and by-laws and to such rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Board of the Association.

3. Maintenance. Maintenance of such common areas and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance thereof to the Association; thereafter, the Association shall have sole responsibility therefor.

4. Subsequent Dedication. At any time after conveyance to the Association of any common areas, the Association may, upon the affirmative vote of seventy percent (70%) of its memberships offer any such property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then

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applicable standards. During the period of control of the Association by Sam Jaksick, Jr. or Alan Means, or the survivor of them or their successors, as set forth hereinafter in Section V.B., none of the common areas of the Association shall be offered for dedication.

III. RESIDENTIAL RESTRICTIONS. The following shall be applicable to all lots and parcels within the development, whether single family or multiple family, and each owner, as to his lot or parcel, covenants to observe and perform the same:

A. Accessory Outbuildings. No accessory outbuildings (e.g., garages or sheds) shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event shall any temporary structure or trailer or tent ever be used for human occupancy or habitation. Only such guest houses or servants quarters as may be approved in writing by the Committee as an accessory outbuilding may be used for human occupancy or habitation. Unattached accessory outbuildings may be constructed only as may be approved in writing by the Committee.

B. Completion of Construction. Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for ninety (90) consecutive days or

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which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. Declarant or the Association may remove ay such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within thirty (30) days from the Association or the Declarant posting a notice to commence such work upon the property and mailing a copy of such notice to the owner at the address appearing on the books of the Association. Such notice shall state the steps to be taken to eliminate the nuisance. Neither the Association nor Declarant nor any of their agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed, nor shall the Association or Declarant, or any of their agents or employees, be liable for any failure to exercise the right to also maintain any parcel or lot.

C. Prohibition Against Used Structures. No used or existing or previously constructed buildings or structures, intended for use as a dwelling or outbuilding, shall be placed on any lot from the date of recording this Declaration.

D. Maintenance of Lots. All lots and parcels, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly,

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unsanitary or a hazard to health. If not so maintained, the Association shall have the right, after giving thirty (30) days written notice in like manner as above set forth in Subparagraph B, through its agents and employees, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall be added to and become a part of the annual assessment to which such lot is subject. The Board of Directors has sole discretion as to what is unsightly or unsanitary. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed nor shall the Association or any of its agents or employees be liable for any failure to exercise the right to also maintain any parcel or lot.

E. Disposal of Sanitary Waste. All permanent plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the development.

F. Fences. Unless specifically restated in a supplemental declaration, the following general fencing guidelines shall apply. All property lines from single family dwelling houses to the street shall be kept free and open. There shall be no fences or walls over five (5) feet in height anywhere within the development without Committee

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approval. There shall be no fences or walls surrounding multiple family dwellings without Committee approval. There shall be no chainlink, woven wire or any type of wire fence within the Development, except for backyard pet enclosures and swimming pools as approved by the Committee for security or safety purposes. All fences and walls shall be approved by the Committee prior to installation, and detailed plans therefor shall be submitted to the Committee as in the case of other structures. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee.

G. Nuisances. No noxious or offensive activities or nuisances shall be permitted on any lot or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, compost materials and similar matter shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved.

H. Signs and Lot Numbers. Other than during construction of a house, no sign, billboard or advertising structure of any kind may be displayed on any lot or parcel except upon application to and receipt of written permission

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from the Committee. The Committee shall not unreasonably withhold permission with respect to signs advertising a lot or parcel for sale; however, the Committee may ~~approve~~ ^{approve} such signs of a standard size and color with space provided for insertion of the name and telephone number of the seller or seller's agent, which signs ~~only~~ ^{approved.} shall be used if ~~approved.~~ One sign, identifying the contractor during construction or advertising a home for sale, is permitted, provided it is single sided, tan in color with black or green lettering, with a maximum area of eight hundred (800) square inches and the longest dimension not greater than thirty-six (36) inches. The sign is to be on its own post and shall not be placed higher than forty-two (42) inches from the prevailing ground plain. The sign must be placed no closer than twenty (20) feet from the nearest roadway and be approximately parallel to the centerline of the roadway. Wording of contractor sign shall be limited to the name and phone number of the contractor, the words "contractor" or "general contractor" if not contained in the firm name, and the architect or designer and owner(s) of the home. Subcontractor and materialmen signs are prohibited. Contractor signs must be removed upon completion of construction. All residences shall have a designated lot number that is easily viewable from the road of such design that is consistent with the community and approved by the Committee. Signs not

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meeting the standards of size, color and other specifications set forth herein, or as approved by the Committee, will be removed from the premises where displayed. They will be held for fourteen (14) days in the administrative office of the Association to be claimed by owner. Exceptions to the above criteria may be granted by the Committee upon application. No other signs shall be permitted except as specified in this section.

I. Animals. No animals shall be kept or maintained on any lot except the usual household pets not kept for commercial purposes, which shall be kept reasonably confined so as not to become a nuisance. Household pets shall not unreasonably interfere with the comfort, privacy or safety of other owners within the development. No lot shall have more than two (2) such household pets. The Declarant may file a supplemental declaration allowing horses and or 4-H animals limited to cattle and sheep on specific lots, providing those lots are a minimum of one (1) acre in size and are in an area where such use would be in keeping with the physical constraints of the land and in character with the uses of the surrounding properties.

J. Garbage and Refuse Disposal. There shall be no exterior burning of trash, garbage or other like household refuse without a permit from the Committee, nor shall any owner accumulate on his lot junked or unsightly vehicles or

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litter, refuse or garbage, except in receptacles provided for such purposes.

K. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks and every receptacle for ashes, trash, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, lake, lot, parcel or common area within the Development except at the times when refuse collections are made.

L. Antennas. Television antennas, satellite discs and antennas for shortwave or ham radio installations will not be installed on any lot or parcel without the express written permission of the Committee.

M. Travel Trailers, Motor Homes and Boat Storage. No travel trailer, motor home (R.V.), house trailer, boat or boat trailer, or other type of trailer shall be parked within the Development for more than twenty-four (24) consecutive hours nor for more than five (5) days in a thirty (30) day consecutive period, unless kept within a fully enclosed roofed garage so as not to be visible from any street, lot, parcel, lake or common area. The intent of this paragraph is to allow only for loading and unloading such vehicles within the development unless kept in a garage as aforesaid.

N. Defacing or Removal of Common Area Improvement. No tree, shrub or improvement within a common area shall be

defaced or removed except at the express direction of the Association.

O. Limited Access. There shall be no access to any lot or parcel on the perimeter of the development except from designated streets or roads as shown on recorded maps of the development.

P. Docks and Piers. No dock, pier or other similar structure shall be erected on or into any lake within the development, except such structures as may be constructed by the Association with the written permission of the Committee.

Q. Resubdivision or Joinder of Lots. No lot or parcel shall be further subdivided except those designated multi-family residential, and then only to the extent required or permitted by governmental authority nor shall there be any severance of the surface and subsurface rights. The owner of two (2) or more contiguous lots may apply to the Committee for permission to use such lots as the site of a single dwelling. Notwithstanding such permission, said lots shall remain as separate lots for all purposes except as set forth in II.A.3. above.

R. Operation of Motor Vehicles. Except as to authorized maintenance vehicles, no motorized vehicle shall be operated in any area within the development except on a street or driveway. All speed limit and other traffic

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control signs erected within the development shall be observed at all times. Motorized vehicles are specifically prohibited on all paths, trails or walkways or common areas.

S. Utility Lines. With the exception of those major utility lines existing as of July, 1983, and the major service lines for "The Pines" area, all utility lines and connections within the development shall be placed underground. No light shall be suspended from a pole in excess of ten (10) feet from the ground within the development except those owned and maintained by the Declarant or the Association or as expressly approved in writing by the Committee.

T. No Commercial Enterprise. No business or commercial enterprise shall be performed or conducted upon any lot or within any dwelling or outbuilding within the development, except for a home business as allowed under Chapter 110.088 of the Washoe County Code covering planning and zoning and for construction and sales activities directly related to and during the development stage of the development. Permission for any temporary construction or sales facility must be approved in writing by the Association and may be revoked at any time by the Association. Nothing herein contained shall be construed as preventing the construction of improvements within the development approved by the Committee.

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U. Temporary Structures. No temporary structure of any form or type shall be permitted on any lot or parcel except during construction of a specific unit on that lot or parcel and as approved by the Committee.

V. Peaceful Enjoyment. No use of any lot or structure within the development shall annoy or adversely affect the use, value, occupation and enjoyment of adjoining property or the general neighborhood. Final determination within these bounds shall be left to the discretion of the Association.

W. Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any lot other than excavation for necessary construction purposes relating to main dwelling units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping and landscaping, or in the erection of permitted fencing generally improving any lot.

X. Certificate of Occupancy. A certificate of occupancy must be issued by the appropriate governing building department prior to occupancy of any dwelling unit.

Y. Clotheslines. No clothesline shall be constructed or erected which would be visible from any street, lake, common area or other lot.

Z. Landscaping. Within eight (8) months of completion of the main dwelling unit, each lot or parcel

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shall be completely landscaped consistent with approved landscape plans in a manner suitable to the character and quality of the Caughlin Ranch development, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development. A minimum of three (3) 15-gallon evergreen trees will be planted between the front lot line and dwelling unit as part of the overall landscape plan.

AA. Garage. Every single family dwelling unit constructed within the subdivision shall have on the same lot or parcel enough completely enclosed and covered automobile storage space for at least two (2) standard larger size automobiles.

BB. No Commercial Leasing. No owner of any lot shall participate in any plan or scheme for the rental of the improvements on such lot, nor shall any such lot be operated as a commercial venture. Nothing in this paragraph shall prevent an owner of a lot from renting the lot and improvements thereon during periods of such owner's absence, nor shall the renting of multiple family units be prohibited.

CC. Chimneys. All exterior chimneys must be of wood, brick, stone or metal. Chimneys must be of such a color as to blend in aesthetically with the residence and will be subject to approval by the Committee.

DD. Building Height. Building height limitation may be imposed by the Declarant in order to preserve views

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from neighboring homes into common areas and to minimize the impact of structures on sensitive natural areas of the Ranch.

EE. Driveways. Driveway cuts will be limited to one (1) per lot, unless otherwise approved by the Architectural Review Committee. The maximum entrance widths shall be sixteen (16) feet. The use of one (1) driveway for more than one (1) site will be encouraged by the Committee. However, the approval of a common driveway shall require that a legal easement be established between the site owners prior to approval.

FF. Exterior Lighting. All exterior lighting plans must be submitted to the Architectural Committee with construction plans. Exterior lighting which can be seen from the roads, the greenbelts, or a neighboring homesite must be indirect. The light source may not be visible in such circumstances.

GG. Exterior Walls and Trims. Natural wood species, natural stones, or other materials deemed in the character of the development for a specific site by the Architectural Committee, are required for all exterior walls. Redwood and cedar, or cedar shingles are recommended. If exterior sidings are treated, preservative or semi-transparent stains are preferred. Solid body stains are acceptable for trim. Exterior colors must harmonize with the surrounding landscape and all colors are subject to approval

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by the Committee. All reflective metal, such as chimney stacks, flashings, exhaust vents and pipes, must be painted to match or blend with surrounding materials. All such colors are also subject to approval by the Committee. The Declarant may file subsequent declarations specifying acceptable colors of stains and paints. All draperies and window coverings should also be of materials and colors which harmonize with the surroundings and should be chosen with consideration of neighbors and neighboring views, especially along greenbelts and roads. Aluminum windows, door frames, solar panels and skylights must be bronzed anodized. Steel window and door frames must be painted to match or blend with surrounding materials. Colors are subject to approval by the Committee. The use of plywood siding is discouraged but will be considered by the Committee where deemed appropriate by the Committee.

HH. Mailboxes. Mailboxes and newspaper holders shall be of natural materials and natural colors, and are subject to the approval of the Committee.

II. Roofs. Wood shakes, wood shingles or metal roofing in a color suitable to the Committee are encouraged. Other materials will be considered if deemed in character with the Ranch by the Committee. Flat roofs are highly discouraged.

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JJ. Removal of Trees, Rocks, Shrubs or Other Natural Forms. All removal of rocks, trees, shrubs or other natural vegetation must be shown on the construction plans and approved by the Committee.

KK. Construction Procedures. Prior to the commencement of any construction activity on any lot or parcel, the owner and/or contractor shall rope off those areas not intended for actual construction or staging to protect the site from unnecessary damage to foliage and to reduce erosion and dust problems. The site shall be kept in a clean and orderly fashion at all times and the contractor shall have approved sanitary facilities on site as well as a garbage dumpster or other suitable device for regular disposal of trash. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any common area. Construction work hours shall be limited to 7 A.M. to 6 P.M. Monday through Saturday. The Committee may require the contractor to submit an erosion protection plan to control possible sedimentation travel to parks, greenbelts, streams, lakes or other common areas when in the sole opinion of the Committee it is deemed necessary. If requested, this plan will be submitted prior to any construction activity and carried out diligently.

IV. THE ARCHITECTURAL CONTROL COMMITTEE.

A. General Powers. All improvements constructed

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or placed on any lot or parcel must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by not less than two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, proposed material staging area, the existing topography with a minimum contour interval of two (2) feet; front, rear and all side elevations, showing the structures relationship to the existing and finished topography, all cuts and fills, the color and composition of all exterior materials to be used, landscape plan, and any other information which the Committee may require, including soil and engineering reports and recommendations, if requested by the Committee. In the event a lot owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural or architectural changes shall require the lot owner to submit complete plans therefor to the Committee as in the case of erecting new structures. Failure of the Committee to comment on any application, properly submitted, within forty-five (45) days of receipt by the Committee at

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its office shall be deemed approval of such application by the Committee. The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, or as may be referred to the Committee by the Association with the Committee's consent, with application for such decisions and the renderings thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee, in which case the Committee shall have forty-five (45) days after the resubmission to comment thereon.

B. Committee Membership. The Committee shall be composed of not less than three (3) nor more than seven (7) members, to be appointed by Juniper Trails Development Co., ("Trails") a Nevada corporation, at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.), with the first Committee to consist of George Ferrari, A.I.A., Sam S. Jaksick, Jr., D. Donald Lonie, Jr., Alan G. Means, P.E., Steve Solari, Dean Shaver and Jack Sheehan, A.I.A. Committee members shall be subject to removal by Trails, and any vacancies from time to time existing shall be filled by appointment of Trails, except that the Committee

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need have no more than three (3) members. The power to appoint or remove Committee members shall be transferred permanently to the Association upon the sale of all lots or parcels within the development, or at any time prior thereto at the discretion of Trails. A quorum shall consist of the lesser of a majority of committee members or three (3) persons. A decision may be rendered by a majority of committee members at a meeting at which a quorum is present.

C. Grounds for Disapproval. The Committee may disapprove any application:

1. If such application does not comply with this Declaration;

Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

D. Rules and Regulations. The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria, which may include, among other things, provisions for the form and content of application; required number of copies of

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plans and specifications; provisions for notice of approval or disapproval, and various approval criteria. Copies of such rules shall if adopted be available to each buyer of a lot or parcel within the development at the time of close of escrow and shall be maintained at the office of the Committee.

E. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting hereof in the opinion of the Committee will not be materially detrimental or injurious to owners of other lots.

F. Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification upon such form as it shall furnish from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the Committee.

G. Administrative Fees. As a means of defraying its expenses, the Committee shall require a filing fee of \$100.00 to accompany the submission of plans and specifications for a new single family home and a filing fee of \$50.00 for submitting plans for remodeling or additions or exterior

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redecorating color scheme. A filing fee of \$200.00 shall be required for any multi-family or commercial building. No additional fee shall be required for resubmissions, nor shall a fee be required for proposals for erection of a fence not as part of the original construction.

H. Liability. Notwithstanding the approval by the Committee of plans and specifications, neither it, the Declarant, Trails, the Association nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether an owner of a lot or parcel within the development or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision.

I. Principal Office. The principal office of the Committee shall be at 6121 Lakeside Drive, Suite 210, Reno, Nevada 89509, or at such other address as the Committee shall notify the Association of in writing from time to time.

J. Enforcement. In the event any improvement shall be commenced without Committee approval as herein

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required, or in the event any improvement is constructed not in conformance with plans therefor approved by the Committee, or not in conformance with this or any applicable supplemental declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in Section IX below, the Committee shall also have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this section, provided, however, that no suit or other proceeding shall be commenced by the Committee after the expiration of sixty (60) days from such violation coming to the attention of the Committee in writing. All costs of litigation, including attorneys' fees, shall be charged to and paid by the defendant if the Association prevails. Such charges shall constitute a lien on such property owner's lot from the date of entry of the judgment therefor in the judgment docket, and shall be enforceable as any judgment. In the event the Association is not successful, each party shall pay its own costs and attorneys' fees.

V. CAUGHLIN RANCH HOMEOWNERS' ASSOCIATION, A NONPROFIT CORPORATION.

A. General. The Association is a Nevada nonprofit corporation organized to maintain, develop and operate the common areas of the development and improvements located

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thereon. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

B. Control of Association by Sam S. Jaksick, Jr. and Alan G. Means, or the Survivor of Them (Jaksick and Means).

For the initial period of thirteen (13) years from and after December 31, 1983, or until the final map for the last unit in the development has been recorded, whichever shall last occur or at such sooner date at Jaksick and Means' option, but in any event not more than twenty (20) years from said date, Jaksick and Means, or the survivor of them, shall have sole management of the Association and the right to vote all memberships therein on all matters which may properly be voted on by members and such right herein set forth shall constitute, without further documentation, an irrevocable proxy coupled with an interest in favor of Jaksick and Means, or the survivor of them, for the period of control herein set forth. In the event both Jaksick and Means shall die or become legally incompetent prior to the time control of the Association is to pass to the individual lot owners, control shall be exercised by a majority in number of all persons holding a recorded option on undeveloped portions of the Caughlin Ranch. In the event of an option held by more than one (1) person, there shall be only one (1) of such persons entitled to vote, which person shall be designated in writing

B2U5UFJ506

by the holders of such option to the Secretary of the Association. Such successors shall have all of the rights conferred on Jaksick and Means in this paragraph. From and after said initial period, all owners of lots within the development shall exercise full membership rights with respect to said Association; assessments may be levied as herein provided against lot owners (including Declarant to the extent the Declarant is the owner of a recorded lot or lots) during said initial period. Jaksick and Means may not during said initial period (a.) cause any of the Association's property to be dedicated for public use; or (b.) cause the Association to be dissolved; or (c.) pledge, encumber or hypothecate any of the Association's property or cause the Association to borrow funds, except such as may be necessary for current expenses of the Association or for capital improvements or acquisitions by the Association.

C. Membership. Membership in the Association is limited to owners of single family lots and multiple family dwelling units (also defined as lots herein) as shown on recorded plats, and is automatic with and appurtenant to such ownership and may be represented by a membership certificate; provided, however, that no such certificate shall be transferred on the books of the Association until all prior charges and assessments against said membership shall have been paid in full. No other persons may become members.

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There is only one class of memberships.

D. Membership Rights, Privileges and Obligations.

The rights and duties, privileges and obligations appertaining to memberships in the Association, including voting rights and assessment obligations, and penalties for failure to comply with the Association's rules and regulations are as set forth in its Articles and By-Laws. One (1) owner of more than one (1) lot or parcel shall be considered as one (1) member for the purpose of use of the facilities of the Association. In the event a corporation, partnership or association shall own any lot or parcel, such corporation, partnership or association shall designate, by corporate resolution certified by the secretary or by written consent of all partners or members delivered in each case to the Association, the name of the person who, together with his family, shall have the right to utilize the facilities of the Association.

E. Duties of Association. The Association shall have the duty of enforcing the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of the provisions hereof. In addition to such enforcement remedies as may be contained in the Articles and By-Laws of the Association, failure of any member to comply with the rules and regulations of the Association shall be deemed to be a

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violation of this Declaration and enforceable by the Association as other violations of this Declaration. The Association shall from and after January 1, 1985, be expressly required to maintain and repair and otherwise to manage to high standards all common areas owned or controlled by the Association, including all lakes within the development and all facilities thereof, including but not limited to beaches and piers, all roads or paths or trails owned by the Association and all improvements located on any of the foregoing.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by these Declarations of Protective Covenants or its Articles and By-Laws. Declarant may sell any of such equipment, materials and supplies to the Association and the Association may purchase any of such equipment, materials and supplies provided the purchase price shall be the fair market value thereof.

VI. ASSESSMENTS.

A. General. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all lots in the development, including those of Declarant. Such assessments shall be uniform as to membership class. There shall be no assessments by the Association for maintenance of and/or repair to improvements

B205UPJ601

within the areas held in undivided interests within multiple family residential areas (land owned in common). All costs and expenses incurred in connection with operation, maintenance, repair (including all taxes) or making improvements on areas held in undivided interests within multiple family residential areas shall be borne by the owners of units within the multiple family area and not the Association.

B. Annual Assessments. Within thirty (30) days prior to the commencement of each calendar year, beginning with the year 1985, the Board shall consider the current and future needs of the Association (excluding expenditures for which special assessments may be levied), and in light of those needs shall fix by resolution the amount of annual assessment for purposes, other than capital improvements for acquisitions, to be levied against each lot in the development, which amount shall be a debt of the owner thereof at the time such charge is made. Prior to January 1, 1985, all costs of undertaking and carrying out the duties of Association shall be paid by Declarant, its successor or assigns.

C. Special Assessments. Special assessments may be made by the Board upon an affirmative vote of majority of the memberships representing lots so assessed, upon a determination by the Board that such assessment is necessary

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for capital improvements of Association property or for purposes related to the health, safety and/or welfare of such lot owners or for the acquisition of additional Association property or for the benefit of Association members. No such special assessment shall be levied without benefit of a hearing for which at least twenty (20) days' written notice shall be given to all affected lot owners. Special assessments may be made by the Board against any lot without notice or hearing to secure the liability of the owner thereof to the Association arising out of any breach of the provisions of this Declaration by such owner, which breach shall require the Association to expend funds by virtue thereof.

D. Notice. The secretary shall mail to each owner whose lot is assessed, at such owner's address within the development, written notice of each annual or special assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment is due and payable to the Association.

E. New Units. The lots in new units shall be subject to pay the next installment of the previously established annual or special assessment, due (a.) after issuance of a certificate of occupancy for multiple family dwelling units, and (b.) after first sale of a single family lot by the developer thereof.

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F. Collection and Lien. Annual assessments shall be paid either quarterly in January, April, July and October on the first day of each of said months or monthly on the first day of each month as determined by the Board. The amount of any special assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If any assessment payment is not paid on the date required, with ten (10) days grace, the entire amount of such assessment, including any deferred portion of any annual or special assessment, plus any other charges thereon, including interest at fifteen percent (15%) per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the Office of the Washoe County, Nevada Recorder a notice of delinquent assessment, which shall state the amount of such assessment, interest, costs, fees and any other charges, a description of the lot which has been assessed, and the name of the record owner of the property. (see NRS 278A.150). Such notice shall be signed by the President or Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall within a reasonable time cause to be recorded a further notice stating the satisfaction and the release of said lien.

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G. Priority of Lien. Conveyance of any lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens and property taxes recorded subsequent to said notice of assessment.

H. Enforcement. The lien provided for herein may be enforced by sale of the property which is subject to a notice of delinquent assessment, such sale to be made by the Association or any of its authorized officers or attorneys in accordance with the provisions of Covenants numbered 6, 7 and 8 of NRS 107.030 and in accordance with the provisions of NRS 107.080 and 107.090 applicable to the exercise of powers of sale in deeds of trust, or in any other manner provided by law. In exercising the power of sale herein contained, the Association shall be deemed to occupy the position of Trustee and Beneficiary and the delinquent lot owner the position of defaulting Trustor. In addition to the above-enumerated items constituting the lien, the Association may also realize from the sale the costs of such sale together with a reasonable attorney's fee. The Association may be a bidder at the sale. All sales shall be conducted in accordance with the provisions of NRS 278A.150 and 278A.160.

I. Proof of Payment. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

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J. Suspension. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership, including voting rights, on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been brought current.

K. Fiscal Year. The Board may adopt a fiscal year other than the calendar year.

VII. EASEMENTS.

A. Reservation. The following easements also constituting irrevocable licenses over each lot or parcel and the common areas and the right of ingress and egress to the extent reasonably necessary to exercise such easements and irrevocable licenses are reserved to Declarant and its licensees and where applicable for the benefit of the Association, the Declarant, its successors and assigns.

1. Utilities. Such utility easements as are shown on maps of various units within the Caughlin Ranch development recorded from time to time together with the right to extend all utility services within such easements to other areas being developed within the development itself for the installation, maintenance and operation of all utilities, including street lights and the

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accessory right to locate or to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance and operation.

2. Shoreline Maintenance. A ten (10) foot wide strip coincident with the shoreline of any lake or watercourse in the development for the purpose of shoreline clean-up and maintenance, if any.

3. Slope and Drainage. A ten (10) foot wide easement across all lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

4. Paths, Trails and Greenbelts. An easement on, over and under all paths, trails and greenbelts in the development for the purpose of installing, maintaining and operating utilities thereon or thereunder to all portions of the over-all Caughlin Ranch for purposes of drainage control; for access to any lot or parcel within the development; and for the purposes of maintenance of such paths, trails and greenbelts and for providing access to undeveloped portions of the development for any and all purposes at any and all times, including, but

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not by way of limitation, the right to use said paths, trails and greenbelts during construction of improvements on undeveloped portions of the development and as may be necessary from time to time in connection with maintenance and repair and operation of any lake, ditch or stream.

5. Other Easements. Any other easements shown on the maps of the development recorded from time to time with the Washoe County, Nevada Recorder.

6. Transfer of Easements. A conveyance of common areas to the Association shall transfer to such Association all easements herein reserved to Declarant which are necessary or convenient to the obligation of the Association to carry out its duties prescribed herein and in its Articles and By-Laws, which transfer shall not diminish the rights in and to said easements herein reserved. Nothing set forth herein shall be construed to impose on Declarant any duty or obligation of maintenance of paths, trails and greenbelts, utility lines, common areas or improvements thereon after conveyance of the common areas on which such may be located to the Association, except that Declarant shall maintain such improvements until

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January 1, 1985. Declarant reserves to itself and its licensees the right to extend any and all utility lines (water, sewer, electrical, etc.), roads and any other improvements necessary to complete the entire development and as may be necessary with respect to the Caughlin Ranch project as a whole, except that the roads shall not be extended beyond the development, except for fire and emergency roads as required by the County of Washoe or the City of Reno.

B. Use or Maintenance by Owners. The areas of any lot affected by the easements reserved herein shall be landscaped and maintained continuously by the owner of such lot, but no structures shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

C. Liability for Use of Easement. No owner shall have any claim or cause of action against any Declarant or the Association or their respective successors and assigns arising out of the use or nonuse of any easement reserved hereunder or shown on the map, by any person.

D. Modification. None of the easements and rights granted under this Section VII may be modified, terminated or abridged without the written consent of the persons in whose

favor such easements run.

VIII. ANNEXATION.

A. Property to be Annexed. Additional units may from time to time be annexed to the Association by filing a supplemental declaration adopting this Declaration of Protective Covenant, provided that only such units as constitute portions of the development may be annexed.

B. Manner of Annexation. A Declarant shall effect such annexation by recording a map of the real property to be annexed and by recording a supplemental declaration which shall:

1. Describe the real property being annexed and designate the permissible uses thereof;

2. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration; and

3. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property. Upon the recording of such map and supplemental declaration, the annexed area shall become a part of the development and shall be subject to the provisions hereof, as supplemented, as fully as if such area were part of the

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development on the date of recording of this Declaration.

IX. REMEDIES.

A. Enforcement. Declarant and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees. If funds are required to commence an action, a special assessment may be imposed on the lots affected to cover such costs.

B. Suspension of Privileges. The Board may, anything herein to the contrary notwithstanding, suspend all voting rights and all rights to use the Association's common areas of any owner for any period during which any Association assessment against such owner's property remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof has been declared by the Board, including a violation by virtue of the failure of a member to comply with the rules and regulations of the Association.

C. Cumulative Rights. Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other

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remedy at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

X. GRANTEE'S ACCEPTANCE. Each grantee or purchaser of any lot or parcel shall, 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 or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance such grantee or purchaser 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 of each of the other lots or parcels in the development to keep, observe, comply with and perform all of the provisions of this Declaration and shall further agree to the continuation to completion of the development and all parts and projected units therein in substantially the manner heretofore approved by the Regional Administrative Planning Commission.

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XI. SEVERABILITY. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XII. CAPTIONS. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

XIII. TERM AND AMENDMENT. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the development until January 1, 2003, after which time the same shall be extended for successive periods of ten (10) years each. Prior to January 1, 2003, this Declaration may be amended (except for Paragraph VI.B. which may not be amended without the consent of Jaksick and Means, and except as to any rights set forth herein in favor of Declarant) by the affirmative vote of seventy percent (70%) of the then owners of all lots in the development entitled to vote and thereafter by a majority of said owners by recording an amendment to this Declaration duly executed by (a.) the requisite number of such owners required to effect such amendment; or (b.) by the Association, in which latter case


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such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the secretary of the Association.

XIV. INTERPRETATION. The Association shall have sole right and authority to interpret any of the provisions of this Declaration of Protective Covenants, which interpretation shall, so long as the same is reasonable, be conclusive.

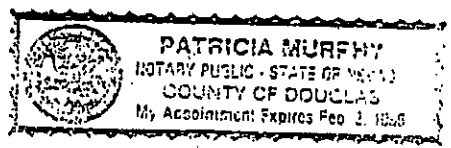
XV. DISCLAIMER OF LIABILITY. Declarant disclaims any liability for repairs or maintenance of roads, or other improvements, including utility lines located within the common areas of the development from and after the date of conveyance of such common areas to the Association.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT
JUNIPER TRAILS DEVELOPMENT CO.
BY 
ALAN G. MEANS, President

STATE OF NEVADA)
COUNTY OF WASHOE) ss.

On this 6th day of August, 1984,
personally appeared before me, a Notary Public, ALAN G.
MEANS, who acknowledged that he executed this Declaration of
Protective Covenants on behalf of Declarant, Juniper Trails
Development Co.



Patricia Murphy
Notary Public

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CAUGHLIN RANCH ARCHITECTURAL REVIEW

The Caughlin Ranch management is pleased you have decided to build at the Caughlin Ranch. The Caughlin Ranch is 2,300-acre master planned community. To ensure the highest quality for the Caughlin Ranch, prominent planners, architects and engineers were employed to design the layout of the residential and non-residential land uses, common areas and other improvements around the natural and enhanced environments of this area. The Caughlin Ranch management wishes to extend the high standards of design with the architectural review of all exterior improvements by a Committee comprised of design specialists.

Caughlin Ranch architectural review is intended to assist you as well as protect the property values of the community. Should suggestions be made regarding your plans, or changes be required, they will reflect careful consideration by the members of the Architectural Control Committee.

To ensure the high standards established by the Caughlin Ranch, the following procedures are required for plan submittal:

1. The ACC policy and most Supplemental Declarations (CC&R's) require that house plans be designed by a certified or licensed architect. Residential designers may only be used in neighborhoods where specifically permitted by the Supplemental Declaration.
2. Please read the Caughlin Ranch CC&R's before proceeding with the architectural design of the residence. Should you have any questions regarding design standards and restrictions, please contact the Caughlin Ranch staff at 746-1499 or FAX at 746-8649.
3. Before proceeding with the architectural design of the residence, it is also recommend that you check with Caughlin Ranch staff regarding setbacks, heights and various restrictions, which may be different from the City of Reno or Washoe County requirements. In the event of any discrepancies, Caughlin Ranch requirements must be met, unless the Committee members determine a Variance is warranted.
4. It is suggested that preliminary plans and outline specifications be submitted, prior to starting final construction documents. Preliminary plans must include site/grading plans, floor plans, elevations and specifications regarding all exterior materials (see checklist). Only complete submittal and ALL the information noted on the checklist will be accepted for final review. The attached checklist and \$100 review fee shall accompany all submittals prior to Committee review. The \$100 plan review fee need only be paid with the initial submittal. There is a \$50 plan review fee for remodels. Commercial Building plan review fee is \$200.00.
5. Preliminary plans will be reviewed by the Committee and returned with comments to the applicant within forty five (45) days from the date of submittal. Any revisions required by the Architectural Control Committee must be made to the plans and resubmitted for review. After approval of the preliminary design, final construction documents may be completed and submitted for Committee final review and approval. The Committee will do its utmost to expedite this process. The Architectural Control Committee meets the first and third Wednesday of each month. Plans must be submitted the Friday prior to the meeting.

Plans may be sent by registered mail or delivered to Caughlin Ranch Architectural Control Committee, 1100 Caughlin Crossing, Suite 60, Reno, Nevada 89509.

**CAUGHLIN RANCH ARCHITECTURAL CONTROL COMMITTEE
PLAN CHECKLIST**

NAME: _____ DATE PLAN RECEIVED: _____

LOT NUMBER: _____

THREE (3) SETS OF PLANS REQUIRED TO INCLUDE THE FOLLOWING:

1. PLOT PLAN INDICATING:
- | | |
|--|------------------------------------|
| <input type="checkbox"/> Property Lines | <input type="checkbox"/> Setbacks |
| <input type="checkbox"/> Streets | <input type="checkbox"/> Walks |
| <input type="checkbox"/> Driveway | <input type="checkbox"/> Easements |
| <input type="checkbox"/> North point and drawing scale | |
- Location and outline of proposed residence, garage, any outbuildings or other items such as swimming pool, tennis court, retaining walls, cuts and fills, etc.
- Proposed landscaping including fences, proposed planting types and existing vegetation or prominent natural features.
- Lot contours, including existing and finished grade, 2' intervals (minimum).
- Proposed construction material staging area.
2. FLOOR PLAN: Floor plans and roof plans, showing scale of drawings.
3. ELEVATIONS: Elevations of ALL exterior walls, showing drawing scale and relationship to the existing and finish topography.
4. MATERIALS: Description of all exterior materials; walls, roofing, doors, windows, fences, etc., including proposed finish colors and samples where applicable.
5. FEES: A fee of \$100.00 will be required with the initial submission of plans. No fee is required for resubmission of plans to comply with suggested changes. A fee of \$50.00 will be required for remodeling, additions or exterior redecorating scheme. No fee is required for a fence plan.

AGREEMENT

This agreement is made and entered into this _____ day of _____, 20____, by and between the Caughlin Ranch Homeowners Association hereinafter referred to as C.R.H.A. and _____, hereinafter referred to as "Owner", as legal owner of Lot _____, Block "_____" of _____, recorded _____, 19____ as Document, _____ in the office of the Recorder of Washoe County, State of Nevada.

Owner hereby acknowledges receipt of the Architectural Control Committee's (ACC) approval which is for the construction of a residence and/or landscaping.

Attached hereto and made a part hereof is the ACC's approval of the residence and/or landscape plans that are to be placed on the above described lot together with such conditions as are noted thereon. The Owner hereby accepts said approval and agrees to construct said improvements in compliance with the plans as submitted by owner and approved. The purpose of this Agreement is merely to assure compliance.

Owner acknowledges that he is aware of, and shall abide by the ACC rules and regulations which provide in part as follows:

1. No changes in the plans as approved may be made without prior ACC approval.
2. The landscape including a timed underground irrigation system must be completed within eight (8) months of the issuance of a Certificate of Occupancy.
3. Mailbox must be of wood, or approved by the ACC. No metal mailboxes are permitted.
4. An architecturally designed chimney cap must be installed by Owner to cover exposed metal spark arrestor.

Owner fully understands that in order for the Caughlin Ranch to maintain a high standard of quality in the overall development of the project, reasonable rules of enforcement must be implemented. In the event the ACC is made aware that there is a violation, or change in the construction from the approved plan, the ACC will notify the CRHA and the Association shall send by certified mail, to Owners' address as set forth herein, a specific list of the violations and Owner shall have fifteen (15) days to make arrangements with the CRHA to cure or correct the violations.

In the event Owner refuses, or fails to cure the violations, the CRHA may file a Notice of Default in the office of the County Recorder of Washoe County, State of Nevada, against the above described real property. Said Notice must state the specific violation or default in detail, and the owner shall have thirty-five (35) days thereafter to remedy said violation or default. Upon the remedy, a recession of the default will be promptly filed in the Recorder's office. The right and authority for the CRHA to file and Notice of Default is hereby granted by Owner to the CRHA. If after the filing of the Notice of Default and the expiration of the thirty-five (35) day period, the violation or default has not been cured, or no written agreement between Owner and CRHA to provide for cure has been obtained, then CRHA may secure three (3) competitive bids to correct the violations or to complete unfinished construction. Thereafter, CRHA may grant a contract to the lowest qualified bidder, complete the work and levy a lien against the land described above. The lien may then be foreclosed in the same manner that the CRHA can described above. The lien may then be foreclosed in the same manner that the CRHA can foreclose on liens for failure to pay homeowners association dues as provided in Article VI, Section "H". of the Declaration of Protective Covenants recorded August 8, 1984, as Document Number 942122, in the office of the County Recorder of Washoe County, State of Nevada, and Supplemental Declarations and amendments thereto.

This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

This agreement shall become null and void when all of the work shown on the ACC approval attached hereto has been completed, including all landscape requirements. Upon request by Owner, CRHA will have an inspection made and sign a recordable release of this agreement.

In witness whereof CRHA and Owner have executed this agreement the day and year first set forth above.

CAUGHLIN RANCH
HOMEOWNERS ASSOCIATION

OWNER:

BY: _____
Director

BY: _____
Print name

BY: _____
Print name

ADDRESS:

ADDRESS:

1100 Caughlin Crossing, Suite 60
Reno, NV 89509

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On _____, 20____, personally appeared before me, a Notary Public,
_____, who acknowledged that ___he___ executed the above instrument.

Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On _____, 20____, personally appeared before me, a Notary Public,
_____, who acknowledged that ___he___ executed the above instrument.

Notary Public

Ashley D. Turney
City Clerk
(775) 334-2030
TurneyA@reno.gov

Beverly Beaty-Benadom
Chief Deputy City Clerk
(775) 334-2030
Beaty-BenadomB@reno.gov



Office of the City Clerk
Central Cashiering (775) 334-2030
Parking Tickets (775) 334-2293

January 13, 2016

FILED THIS DATE
1 / 13 / 16
BY: BBB
CITY CLERK

Second Start Learning Disabilities Programs, Inc.
Tara Bevington
1325 Bouret Drive
San Jose, CA 95118

RE: Case No. LDC15-00094 (Caughlin Ranch Planned Unit Development (PUD)
Amendment/Newton School) – Certification of PUD Standards Handbook

Dear Applicant:

At a regular meeting held January 13, 2016, the City Council certified the amendments to the Caughlin Ranch Standards Handbook. The amendments were tentatively approved by the Council on November 4, 2015.

In order to effectuate the PUD, the handbook must be recorded at the Washoe County Recorder's Office in accordance with NRS 278A.

Sincerely,

Beverly Beaty Benadom
Ashley D. Turney
City Clerk

ADT:bbb

xc: Community Development
Jeff Mann, Parks, Recreation & Community Services
Vern Kloos, Community Development
Patricia Cala, Hillcrest Pacific Bakery Inc., P.O. Box 6048, Tahoe City CA 96145
John Krmpotic, 9480 Double Diamond Pkwy Ste 299, Reno NV 89521

Ashley D. Turney
City Clerk
(775) 334-2030
TurneyA@reno.gov

Beverly Beaty-Benadom
Chief Deputy City Clerk
(775) 334-2030
Beaty-BenadomB@reno.gov



Office of the City Clerk
Central Cashiering (775) 334-2032
Parking Tickets (775) 334-2293

November 20, 2015

FILED THIS DATE
11 / 20 / 15
BY: BBB
CITY CLERK

Second Start Learning Disabilities Programs, Inc.
Tara Bevington
1325 Bouret Drive
San Jose, CA 95118

RE: Case No. LDC15-00094 (Caughlin Ranch PUD Amendment/Newton School)

Dear Applicant:

At a regular meeting held November 20, 2015, the City Council passed and adopted Ordinance No. 6380, approving the above referenced Planned Unit Development (PUD) amendment.

Sincerely,


Ashley D. Turney
City Clerk

ADT:bbb

xc: Community Development
Jeff Mann, Parks, Recreation & Community Services
Vern Kloos, Community Development
Patricia Cala, Hillcrest Pacific Bakery Inc., P.O. Box 6048, Tahoe City CA 96145
John Krmpotic, 9480 Double Diamond Pkwy Ste 299, Reno NV 89521

EXPLANATION: Matter underlined is new; matter in brackets and stricken [--] is material to be repealed.

BILL NO. 6949

ORDINANCE NO. 6380

AN ORDINANCE TO AMEND TITLE 18, CHAPTER 18.08 OF THE RENO MUNICIPAL CODE, ENTITLED "ZONING", SECTION 18.08.102(b).1326, TO CHANGE THE TEXT IN THE PUD DEVELOPMENT STANDARDS HANDBOOK TO: ADD A K-12 SCHOOL AS AN ALLOWED USE TO THE ONE ACRE CHILD CARE CENTER SITE IDENTIFIED IN THE CAUGHLIN VILLAGE SUB LAND USE CATEGORY LOCATED ON THE SOUTHEAST CORNER OF THE CAUGHLIN PARKWAY/VILLAGE GREEN PARKWAY INTERSECTION IN A PUD (PLANNED UNIT DEVELOPMENT) ZONE; TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

SPONSORED BY: RENO CITY PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF RENO DOES ORDAIN:

SECTION 1. Chapter 18.08 of the Reno Municipal Code is hereby amended by adding thereto a new section to be known as Section 18.08.102(b).1326 relating to a ±1.08 acre site located on the southeast corner of the Caughlin Parkway/Village Green Parkway intersection in a PUD zone and more particularly described in the attached "Exhibit A"; to change the text in the PUD Development Standards Handbook to: add a K-12 school as an allowed use to the one acre Child Care Center site identified in the Caughlin Village sub land use category, the same to read as follows:

Sec. 18.08.102(b).1326. The zoning of the City of Reno as heretofore established is hereby amended in the manner shown on the map labeled Case No. LDC15-00094, thereby changing the use of land indicated therein, relating to a ±1.08 acre site located on the southeast corner of the Caughlin Parkway/Village Green Parkway intersection in a PUD zone, and more particularly described in the attached "Exhibit A"; to change the text in the PUD Development Standards Handbook to: add a K-12 school as an allowed use to the one acre Child Care Center site identified in the Caughlin Village sub land use category.

CASE NO. LDC15-00094 (Caughlin Ranch PUD Amendment/Newton School)

SECTION 2. This Ordinance shall be in effect from and after its passage, adoption and publication in one issue of a newspaper printed and published in the City of Reno; and upon certification by City Council of the amended PUD Development Standards Handbook for Case No. LDC15-00094; and recordation of the amended PUD Development Standards Handbook for Case No. LDC15-00094.

SECTION 3. The City Clerk and Clerk of the City Council of the City of Reno is hereby authorized and directed to have this Ordinance published in one issue of the Reno-Gazette Journal, a newspaper printed and published in the City of Reno.

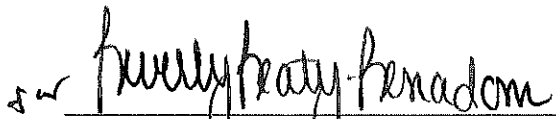
PASSED AND ADOPTED this 18th day of November, 2015, by the following vote of the Council:

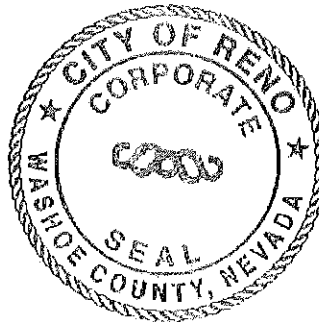
AYES:	<u>Delgado, Duerr, Bobzien, Jardon, Schieve</u>
NAYS:	<u>None</u>
ABSTAIN:	<u>None</u>
ABSENT:	<u>Brekhus, McKenzie</u>

APPROVED this 18th day of November, 2015.


HILLARY L. SCHIEVE
MAYOR OF THE CITY OF RENO

ATTEST:


ASHLEY D. TURNEY
CITY CLERK AND CLERK OF THE CITY
COUNCIL OF THE CITY OF RENO, NEVADA



EFFECTIVE DATE: November 20, 2015.

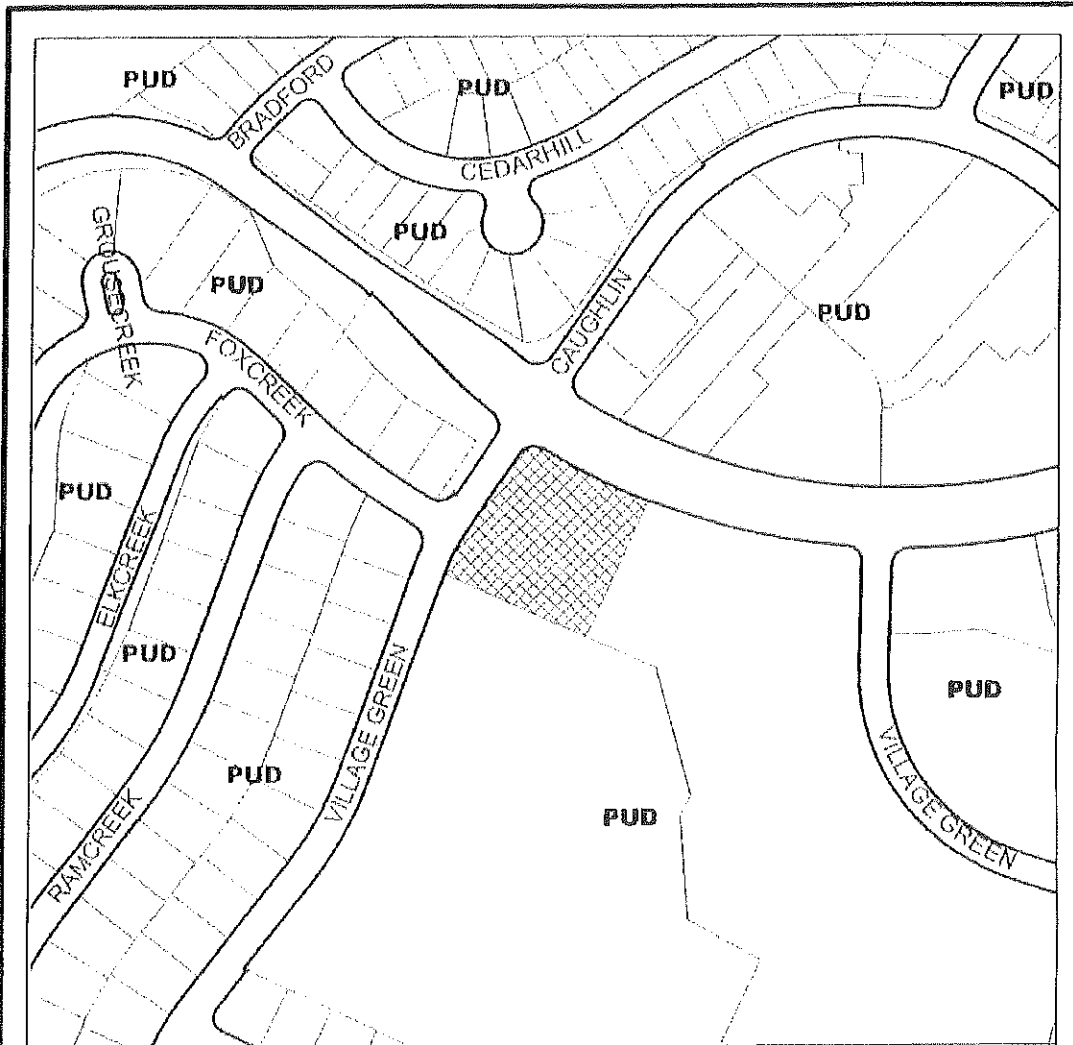
Order No.: 01400829-CD

EXHIBIT A


All that certain real property situate in the County of Washoe, State of Nevada, described as follows:

Parcel 2 of Parcel Map No. 2403, for Caughlin Ranch, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on November 28, 1989, as File No. 1364977, Official Records.

APN: 041-244-03



LDC15-00094
**Caughlin Ranch PUD Amendment/
 Newton School**

 Subject Site

 City Limits



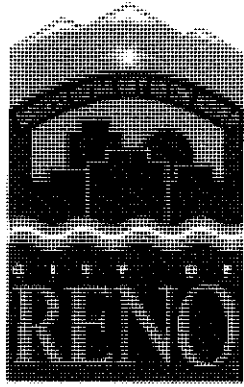
0 100 200 300 400 Feet

The information herein is approximate and is intended for 40-day preliminary Department is not permitted. For additional information, please contact the City of Reno Community Development Department Map Product July 2015.



**Community Development
 Department**

450 Sander Street Phone: 334-2003
 P.O. Box 1600 Fax: 334-2043
 Reno, NV 89505 www.ci.reno.nv.us



Ashley D. Turney
City Clerk
(775) 334-2030
TurneyA@reno.gov

Beverly Beaty-Benadom
Chief Deputy City Clerk
(775) 334-2030
Beaty-BenadomB@reno.gov

Office of the City Clerk
Central Cashiering (775) 334-2032
Parking Tickets (775) 334-2293

FILED THIS DATE
11 / 05 / 15
BY: BBB
CITY CLERK

November 5, 2015

Second Start Learning Disabilities Programs, Inc.
Tara Bevington
1325 Bouret Drive
San Jose, CA 95118

RE: Case No. LDC15-00094 (Caughlin Ranch PUD Amendment / Newton School)

Dear Applicant:

At a regular meeting held November 4, 2015, and following a public hearing thereon, the City Council upheld the Planning Commission recommendation and approved the request to amend Title 18, Chapter 18.08 of the Reno Municipal Code, entitled "Zoning", Section 18.08.102(b).1326, to change the text in the Planned Unit Development (PUD) Design Standards to: add a K-12 school as an allowed use to the one acre child care center site identified in the Caughlin Village sub land use category located on the southeast corner of the Caughlin Parkway/Village Green Parkway intersection in a PUD zone; together with other matters properly relating thereto, by ordinance, subject to compliance with Condition A.

CONDITION A:

Approval of the amendment to The Caughlin Ranch Planned Unit Development Design Guidelines is subject to the modifications to the Handbook as noted in Exhibit A attached to the Planning Commission staff report dated September 16, 2015; and the addition of a restriction by Council to prohibit the K-12 school and day care facility uses from operating simultaneously on the one acre site. The revisions shall be incorporated into the Development Standards Handbook and submitted to staff in both paper and electronic versions for review within two (2) months of the date of City Council approval; and certified by the City Council within four (4) months of the date of City Council approval. Failure by the applicant to conform to either time deadline shall render this approval null and void.

Second Start Learning Disabilities Programs, Inc.
Case No. LDC15-00094 (Caughlin Ranch PUD Amendment / Newton School)
November 5, 2015
Page 2

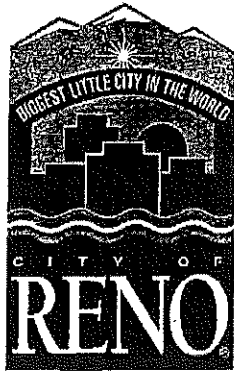
The approved zoning map amendment will become effective upon passage and adoption of the appropriate ordinance; and upon certification by City Council and recordation of the amended PUD Standards Handbook for Case No. LDC15-00094.

Sincerely,


Ashley D. Turney
City Clerk

ADT:bbb

xc: Community Development
Jeff Mann, Parks, Recreation & Community Services
Vern Kloos, Community Development
Patricia Cala, Hillcrest Pacific Bakery Inc., P.O. Box 6048, Tahoe City CA 96145
John Krmpotic, 9480 Double Diamond Pkwy Ste 299, Reno NV 89521



Donald J. Cook
City Clerk
(775) 334-2030
dcook@ci.reno.nv.us

Office of the City Clerk
Central Cashiering - (775) 334-2032
Parking Tickets - (775) 334-2279
Steven D. Whitaker, CRM
Records Systems Manager
(775) 326-6633

November 19, 2001

FILED THIS DATE
11 / 20 / 01
BY: [Signature]
CITY CLERK

Boyd Cole
3540 Altura Avenue
La Crescenta, CA 91214

RE: Case No. LDC00-00544 (Whispering Pines - The Pines at Caughlin Ranch)

Dear Applicant:

At a regular meeting held November 13, 2001, the City Council certified the final plan amendment for Caughlin Ranch, which was tentatively approved by the City Council on December 12, 2000. The added property is located ± 650 feet west of McCarran Blvd. and $\pm 1,000$ feet east of the current terminus of Pinehaven Road and consists of ± 42.76 acres.

In order to effectuate the final plan, it must be recorded at the Washoe County Recorder's Office in accordance with NRS 278A.

Sincerely,

Donald J. Cook
City Clerk

DJC:cdg

xc: Development Services
Traffic Design Engineer
Ed Schenk, Parks, Recreation & Community Services
John Krmpotic, Codega Planning & Design, Inc.

EXPLANATION: *Matter in italics is new; Matter in brackets [] is material to be omitted.*

BILL NO. 5823

ORDINANCE NO. 5291

AN ORDINANCE TO AMEND CHAPTER 18.06 OF THE RENO MUNICIPAL CODE, ENTITLED "ZONING", BY REZONING A ±42.76 ACRE SITE LOCATED ±650 FEET WEST OF MCCARRAN BOULEVARD AND ±1,000 FEET EAST OF THE CURRENT TERMINUS OF PINEHAVEN ROAD FROM LLR-2.5 (LARGE LOT RESIDENTIAL - 2.5 ACRES) TO PUD (PLANNED UNIT DEVELOPMENT) ON ±42.76 ACRES WHICH WILL BE ADDED TO THE CAUGHLIN RANCH PUD; TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

SPONSORED BY: RENO CITY PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF RENO DO ORDAIN:

SECTION 1. Chapter 18.06 of the Reno Municipal Code is hereby amended by adding thereto a new section to be known as Section 18.06.201(b).811 relating to a ±42.76 acre site located ±650 feet west of McCarran Boulevard and ±1,000 feet east of the current terminus of Pinehaven Road and more particularly described in the attached "Exhibit A" and rezoning said property from LLR-2.5 (Large Lot Residential - 2.5 acres) to PUD (Planned Unit Development), the same to read as follows:

Sec. 18.06.201(b).811. The zoning of the City of Reno as heretofore established is hereby amended in the manner shown on the map labeled Case No. LDC00-00544, thereby changing the use of land indicated therein, relating to a ±42.76 acre site located ±650 feet west of McCarran Boulevard and ±1,000 feet east of the current terminus of Pinehaven Road and more particularly described in the attached "Exhibit A" and rezoning said property from LLR-2.5 (Large Lot Residential - 2.5 acres) to PUD (Planned Unit Development).

SECTION 2. This Ordinance shall be in effect from and after its passage, adoption and publication in one issue of a newspaper printed and published in the City of Reno.

SECTION 3. The City Clerk and Clerk of the City Council of the City of Reno is hereby authorized and directed to have this Ordinance published in one issue of the Reno-Gazette Journal, a newspaper printed and published in the City of Reno.

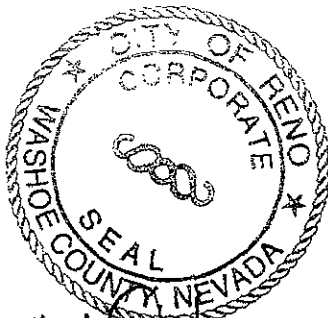
PASSED AND ADOPTED this 27th day of November, 2001, by the following vote of the Council:

AYES: Harsh, Rigdon, Hascheff, Sferrazza-Hogan, Doyle, Aiazzi, Griffin

NAYS: None

ABSTAIN: None ABSENT: None

APPROVED this 27th day of November, 2001.



[Signature]
MAYOR OF THE CITY OF RENO

ATTEST:

[Signature]
CITY CLERK AND CLERK OF THE CITY
COUNCIL OF THE CITY OF RENO, NEVADA

EFFECTIVE DATE: November 30, 2001

EXHIBIT "A"

The Pines at Caughlin Ranch

Legal Description

A.P.N.: 041-230-04

Portion of land lying within Washoe County, Nevada situate within the Northeast One-Quarter (NE 1/4) of Section 33, T. 19 N., R. 19 E., M.D.M. more particularly described as follows:

Parcel 1 as shown on Map of Division into Large Parcels, Land Map #57, filed as document #858833 on 06/03/83, Official Records Washoe County, Nevada.

Containing 42.761 acres more or less.



Caughlin Ranch

Village Green Blvd

Pinebluff Tr.

Mountainshire Road

McCarran Blvd

USFS (Outside Sphere)

± 42.76 Ac.

Ballardini Ranch

Private
(Inside Sphere)

Ballardini Ranch

USFS (Outside Sphere)


LDC00-00544

(Whispering Pines - The
Pines at Caughlin Ranch)

Vicinity Map / Property Ownership

 Reno Sphere of Influence

 The Pines PUD (Current Applicants)

 Case No. 384-99 (Quail valley in the Pines)

 Project Site



0 1000 2000 Feet

This vicinity map is approximate and is intended for planning only. Redistributions in any medium, for any purpose, without the City of Reno Community Development Department.

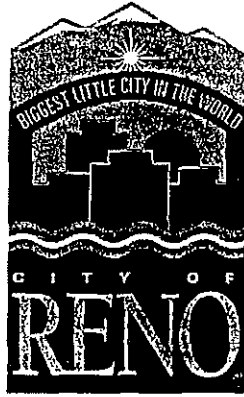
Map Produced: April 25, 2000



Community Development
Department

400 Sierra Blvd Phone: 775-322
P.O. Box 1000 Fax: 324-260
Reno, NV 89500 Website: www.renovg.com

Donald J. Cook
City Clerk
(775) 334-2030
dcook@ci.reno.nv.us



Office of the City Clerk
Central Cashiering - (775) 334-2032
Parking Tickets - (775) 334-2279
Steven D. Whitaker, CRM
Records Systems Manager
(775) 326-6633

December 15, 2000

FILED THIS DATE

12, 15, 2000

BY: [Signature]
CITY CLERK

Boyd Cole
3540 Altura Avenue
La Crescenta, CA 91214

RE: Case No. LDC00-00544 (Whispering Pines - The Pines at Caughlin Ranch)

Dear Applicant:

At a regular meeting held December 12, 2000, and following a public hearing thereon, the City Council upheld the recommendation of the Planning Commission and approved your request for the following:

- A. Annexation of ± 42.76 acres, by ordinance;
- B. A zoning map amendment from LLR-2.5 (Large Lot Residential - 2.5 Acres) upon annexation to PUD (Planned Unit Development) on ± 42.76 acres which will be added to the Caughlin Ranch PUD (Planned Unit Development), subject to the following conditions:
 1. Within four (4) months of the date of City Council approval, the applicant shall incorporate the revisions contained in Exhibit G, attached to the November 15, 2000 Planning Commission report, and any revisions made by the Planning Commission and City Council at their respective public hearings into the Design Guidelines to the satisfaction of staff, have the zoning ordinance approved; and the revised handbook certified by City Council, and recorded. Failure to comply with this time limit shall render this approval null and void.
 2. All property to the south in the not a part parcel with slopes of 30% or more shall be designated as open space with no development allowed with the exception of trails in accordance with Caughlin Ranch PUD Standards. This provision shall be made a part of the Caughlin Ranch PUD Standards.

Boyd Cole

Case No. LDC00-00544 (Whispering Pines - The Pines at Caughlin Ranch)

December 15, 2000

Page 2

- C. A tentative map to develop a 25 lot single family residential subdivision on ± 29.2 acres, subject to the following conditions; and
- D. Special use permits to allow: (a) fills of 10 feet or more; and (b) hillside development on a ± 42.76 acre site located west of McCarran Boulevard and $\pm 1,000$ feet east of the current terminus of Pinehaven Road, subject to the following conditions:

All conditions shall be met to the satisfaction of Community Development Department staff, unless otherwise noted.

- 1. The project shall comply with all applicable City codes, and plans, reports, materials, etc., as submitted. In the event of a conflict between said plans, reports and materials and City codes, City codes in effect at the time the building permit is applied for, shall prevail.
- 2. The applicant shall record the final map in one (1) phase in accordance with the time limit contained in state law or this approval shall be null and void.

Access and Circulation:

- 3. A twelve (12) foot wide paved secondary access road (maximum slope of 12%) shall be constructed between the project and McCarran Boulevard to provide secondary access, with easements acquired as necessary. Said road shall be completed prior to the issuance of any certificate of occupancy. Grading disturbances along the road shall be treated with revegetated 3:1 slopes. Rock walls shall be used as necessary to ensure that disturbed slopes do not extend more than twelve (12) vertical feet above or below the road. Fire sprinklers shall be required in each house.
- 4. Prior to the approval of a final map, the applicant shall provide appropriate verification that a feasible access easement including grading plans has been provided to the ± 13.5 acre not a part parcel located south of the tentative map.
- 5. Sidewalks shall be provided on one (1) side of every street in the project, including cul-de-sacs.

Major Drainageways and Limits of Disturbance:

- 6. Prior to approval of the final map, the applicant shall have plans approved to construct a six (6) foot wide paved trail (constructed to standards identified in the Major Drainageways Plan) within the designated major drainageway adjacent to the project. Alignment shall be provided to the satisfaction of staff. Construction of

Boyd Cole

Case No. LDC00-00544 (Whispering Pines - The Pines at Caughlin Ranch)

December 15, 2000

Page 3

approved trails shall be completed prior to the issuance of any certificate of occupancy. As an alternative to immediate trail construction, the applicant may provide a letter of credit to the City for 150% of the cost of construction of the approved trail system prior to approval of the final map and may defer construction for a maximum of five (5) years from the date of City Council approval of the tentative map. If the trail is not constructed in accordance with approved plans after five (5) years, the City shall build the trail using the letter of credit for financing.

7. With the final map, the applicant shall record one (1) of the following: (a) record a blanket non-buildable public access easements for open space within the project; or (b) offer open space (including drainageway trails) to the City for dedication. Maintenance of all open space that is not dedicated to the City, including the drainageway trail, shall be provided by a homeowners association.
8. Prior to approval of the final map, the applicant shall have a stormwater pollution prevention plan approved. Said plan shall include sediment control devices at all stormwater runoff points adjacent to construction areas and temporary silt fencing within five (5) feet of all construction areas adjacent to the designated building envelope. Fencing and sediment control shall be removed after grading is completed and revegetation is applied.
9. The applicant shall obtain a stormwater discharge permit from the Nevada Division of Environmental Protection for each land disturbance that exceeds five acres in size.
10. Prior to approval of the final map, the applicant shall have a vegetation survey completed by a biologist or other qualified native plant specialist to determine the presence of the sensitive plant species Webber Ivesia. If Webber Ivesia is found within areas proposed for development, a replacement and preservation plan shall be prepared. Any necessary mitigation shall be completed prior to the issuance of any certificate of occupancy and shall be secured with a letter of credit.

Urban Design:

11. Prior to approval of the final map, the applicant shall have plans approved to revegetate all disturbed areas contained within and required by the final map (including access roads and the pedestrian trail) with a native plant seed mix including wildlife forage; or with formal landscaping. Rip-rap shall not be used, except for storm drain armoring. Rock walls shall be used, as necessary, to ensure that grading disturbances do not extend more than six (6) vertical feet above or below the pedestrian trail. The revegetation plan shall include plans to stockpile existing topsoil and vegetative strippings and reapply the material to all disturbed areas to a

minimum depth of six (6) inches. Revegetation shall be secured with a letter of agreement and letter of credit for 120% of the improvement cost. Temporary stabilization shall be applied within fifteen (15) days of completion of grading. Final revegetation shall be applied within one (1) year of issuance of the grading permit. The letter of credit shall not be released until native vegetation is established in all disturbed areas.

12. With approval of the final map, the applicant shall record CC&R's that require:
 - (a) hillside adaptive architecture (minimal lot grading, walk out basements, multi-level foundations, view corridor preservation techniques, etc.)
 - (b) wildfire prevention measures, including defensible space and non-combustible exterior building materials.
13. With approval of the final map, the applicant shall record easements that prohibit all grading and structures (including fences) outside the building envelope of lots 8-13, 18, 19, 20 and 25 as shown on Exhibit D attached to this letter. Restrictions shall be recorded on all lots to limit grading between homes to 7:1 or flatter slopes and/or a maximum of one (1) six (6) foot tall rock wall. Rock walls within all lots shall blend with native groundcover in the area and shall be consistent throughout the project, with a sample approved by staff prior to the issuance of each permit that includes a rock wall. Solid fencing shall be prohibited between homes and McCarran Boulevard.
14. All landscaping and native revegetation that is not located within residential lots or dedicated to the City shall be maintained by a homeowners association and/or maintenance association.

Public Improvements:

15. Prior to Council approval of any final map, the applicant shall provide all off-site easements and rights-of-way for access and sewer.
16. Prior to the issuance of any certificate of occupancy, the applicant shall install access control gates at the entrance to sanitary sewer and storm drain access roads. Such gates shall conform to the standards set forth for emergency access roads.
17. Prior to the issuance of any permit, the applicant shall comply with the Quality Assurance Program as set forth in the Public Works Design Manual, Chapter VI, titles "Inspection, Testing and Verification" and "Quality Assurance Program".

Boyd Cole

Case No. LDC00-00544 (Whispering Pines - The Pines at Caughlin Ranch)

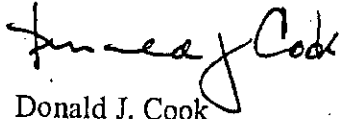
December 15, 2000

Page 5

18. Off-site primary access shall include all necessary underground improvements and services for adjacent property to prevent digging up the main access at a later date.

A copy of this letter must be attached to your building plans when making application for a building permit with the Community Development Department.

Sincerely,



Donald J. Cook
City Clerk

DJC:cdg

xc: Development Services
Traffic Design Engineer
Ed Schenk, Parks, Recreation & Community Services
John Media, Development Services
Nevada Division of Environmental Protection
John Krmpotic, Jeff Codega Planning & Design



City of Reno

OFFICE OF THE CITY CLERK

Donald J. Cook
City Clerk

Deborine J. Peebles
Chief Deputy City Clerk

May 27, 1987

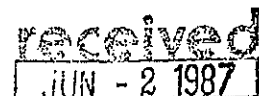
Mr. Alan Means
Managing Partner, Caughlin Ranch
6121 Lakeside Dr. #210
Reno, NV 89509

RE: Caughlin Ranch Master Plan Update and Amendment to the Development Standards Handbook

Dear Mr. Means:

At a regular meeting held May 26, 1987, the City Council approved the above referenced request, subject to the following conditions:

1. The overall project shall comply with all applicable City codes, plans, reports, materials, etc., as submitted. In addition, specific development projects shall be subject to all prior conditions of approval imposed by the City Council or Washoe County Board of County Commissioners.
2. The final document shall be revised to reflect all of the changes and corrections to the text required by the City of Reno and Washoe County including, but not limited to, the following:
 - a. Inclusion of the remainder of the sentence found under Construction Practices/Revegetation, Policy 1 - Grading D, as shown in the 1984 handbook;
 - b. Inclusion of the remainder of Policy 2 - Seeding, Planting and Mulching (F) found under Construction Practices/Revegetation as shown in the 1984 handbook;
 - c. Inclusion of Policy 3 - Top Soil Protection found under Construction Practices/Revegetation as shown in the 1984 handbook;
 - d. The statement under Policy 3 - Water Conservation found under Water Supply shall include appliances and fixtures as important targets for water conservation;



- e. The statement under Policy 5 - Recommended Plants found under Landscaping shall be revised to state that the list of recommended planting material is included in the Appendix.
 - f. The statement under Policy 2 - Signage found under Sign-
age, Lighting and Fencing shall include the introductory comments that "All signage must be approved by the ACC and be in compliance with Washoe County Code, Chapter 105, (Sign Ordinance) for that portion of the ranch within the unincorporated portion of Washoe County and be in compliance with the Zoning Ordinance for that portion of the ranch within the City of Reno.
 - g. The statements under Policies 1-6, found under Parks and Recreation, shall be revised to reflect the changes to the Recreation Management Plan.
 - h. The statement under Policy 2 - Phased Annexation found under Annexation shall be amended to indicate that annexation of all the targeted areas will be required prior to the implementation of the Recreation Management Plan.
3. The final document shall contain the following:
- a. Covenants, Conditions and Restrictions for the project;
 - b. The Residential Energy Efficiency Evaluation Program (REEP) form;
 - c. Copies of Compliance Statements;
 - d. Lists of Recommended Plants;
 - e. The Washoe County Board of County Commissioners' and the Reno City Council's final actions (Clerk's letters) on the original project and Development Standards Handbook and on the Master Plan update and amendment to the handbook; and
 - f. A revised Recreation Management Plan to include all changes and corrections and the executed agreements with the City of Reno and Washoe County.
4. Prior to the implementation of the Recreation Management Plan, the applicant shall obtain a zone change to Planned Unit Development and annex all targeted areas into the City.
5. Prior to application for the zone change and annexation, the Recreation Management Plan agreement between the City of Reno and the developer shall be approved by the Department of Planning and Community Development and the City Attorney.

6. Prior to development of the Village Green Park, the applicant shall submit plans which address the minimum facility requirements under R.M.C. 18.14.06 Planned Unit Residential Development exception, to the satisfaction of the Department of Planning and Community Development and the Parks Division.
7. The applicant shall revise Figure 1, the Circulation Plan, in the Development Standards Handbook to include a proposed equestrian trail connection through the Pines area. Upon completion of the Department of Planning and Community Development's equestrian trail system study, the applicant shall provide for a final equestrian trail connection through the southerly portion of the property to the satisfaction of the Department of Planning and Community Development. Dedication of an easement and actual construction of the trail will be required with development of the Pines.
8. A supplemental evaluation of the McCarran Blvd. and the Cashill Blvd. intersection shall be performed and submitted to the Regional Transportation Commission and the Department of Planning and Community Development, by December of 1987, for approval. Design considerations for this intersection resulting from this study and agreed to by the applicant, Regional Transportation Commission and the Department of Planning and Community Development shall be incorporated into the Development Standards Handbook as a supplement.
9. The developer of the River Lake area shall dedicate a public street to the City connecting Mayberry Drive to Idlewild Drive to City standards.
10. The amended handbook shall include street sections for the City of Reno and shall include a five foot wide public improvement easement adjacent to the right-of-way on each side of the street.
11. The applicant shall dedicate the right-of-way for McCarran Blvd. between Mayberry Drive and Plumb Lane on or before September, 1988.
12. The applicant shall amend paragraph H under Transportation, Policy 3 - Traffic Impacts to read as follows:
 - H. The developer of the Caughlin Crest subdivision will construct and dedicate Cashill Blvd. from the Caughlin Ranch boundary to the proposed McCarran Blvd. to City standards and to the approval of the City Engineer. With development, Cashill Blvd. shall also be constructed to permanent access street standards from its present terminus to the Caughlin Ranch boundary.

13. The applicant shall include the following paragraph in the Development Standards Handbook as paragraph K under Transportation, Policy 3 - Traffic Impacts:
 - K. The developers of each project shall, on a bi-annual basis, send to all known contractors and subcontractors, as well as property owners of these areas, written reminders and requests to honor and obey all posted speed limits when driving through the Caughlin Ranch and through adjacent neighborhoods, specifically the Plumb Lane area. Copies of this correspondence shall be forwarded to the Washoe County Department of Comprehensive Planning, the Washoe County Commission, the Washoe County Sheriff, and the City of Reno Department of Planning and Community Development.
14. The statement under Policy 3 . . . Traffic Impacts under Transportation shall be amended to state that all of the McCarran Blvd. right-of-way within the Caughlin Ranch has been offered for dedication.
15. The developer will provide Washoe County and the City of Reno with an annual report that specifies what development is projected to take place during the upcoming years. This report will consist of a phasing schedule and a phasing plan. The phasing report will also assess the previous year's progress and the total progress toward completing the project. Also included will be any standards for financial assurances for completion of the infrastructure for each phase of the development as they occur.
16. In conjunction with the phasing report specified under Condition 15, the developer will provide the County and City with data for their use in determining fiscal impacts and preparing capital improvement programs.
17. With the submittal of any building permit application, tentative subdivision map, final map or any other administrative planning permit application, a statement shall be attached enumerating compliance with the conditions of the major project review and defining the specific boundaries of the zoning categories necessary for the application. Should the application not be in compliance with the conditions of the major project review, the attached statement shall note the difference(s) from the conditions, the reasons for the differences and any measures proposed to mitigate any identified adverse impacts.
18. The applicant shall provide completed revised copies of the Master Plan Update and amended Development Standards Handbook to the City of Reno Department of Planning and Community Development and the Washoe County Department of Comprehensive Planning within six months of the date of approval of the Recreation Management Plan by the Washoe County Board of County Commissioners.

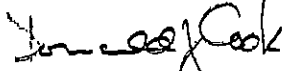
Mr. Alan Means

May 27, 1987

Page 5

19. The applicant shall provide sufficient copies, upon notification from the Washoe County Department of Comprehensive Planning or the City of Reno Department of Planning and Community Development, of the Master Plan update and amended Development Standards Handbook.

Sincerely,



Donald J. Cook
City Clerk

DJC:cdg

xc: City Planning Commission
Engineering Division
Building & Safety Department



OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.
P.O. BOX 11130, RENO, NEVADA 89520
PHONE (702) 785-6180

JUDI BAILEY
County Clerk

March 30, 1987

Mr. Alan Means
Managing Partner, Caughlin Ranch
6121 Lakeside Drive, No. 210
Reno, NV 89509

Dear Mr. Means:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board held on March 24, 1987, Chairman Williams issued the following order:

87-305 MASTER PLAN UPDATE - CAUGHLIN RANCH [MPR9-5-83]

A slide presentation of Caughlin Ranch showing the current status was given by a representative of the development following which Michael Harper, Department of Comprehensive Planning, reviewed the updated Master Plan and amendments to the Development Standards Handbook as originally approved under MPR9-5-83. He noted that at Caucus yesterday, applicant had presented evidence that concerns regarding the dedication of right-of-way for McCarran Boulevard between Mayberry Drive and Plumb Lane had been resolved through the purchase of the necessary land for that dedication and that he is recommending a new condition 7 to reflect the agreements reached regarding this.

Mr. Harper stated that at yesterday's Caucus, the Board also directed that the issue of the extension of currently terminated streets through the project to McCarran Boulevard be resolved. He advised that he is recommending a new condition [No. 9 below] which provides a return of expenses for the extension to the initial builder from subsequent developers who will use it. In response to Chairman Williams comment that this Board can't control actions within the City of Reno, Mr. Harper suggested amending the condition to reflect agreement by the City of Reno.

Chairman Williams requested that staff notify the City of Reno that it is the Board's position that the proposed city boundaries (Alum Creek) as provided for in the Development Standards Handbook shall be retained.

Alan Means, Managing Partner, Caughlin Ranch Project, presented a copy of Acknowledgment of Pending Escrow between Elizabeth C. Donnelly as the seller and the Caughlin Ranch

Improvement Association as the buyer which shows the escrow closing date on or before September 19, 1988. Chairman Williams stated that it was the Board's intent that this be dedicated as part of the approval of the project and Mr. Harper suggested amending condition 7 to require dedication no later than September 1988.

Following discussion, upon recommendation of the Washoe County Planning Commission, on motion by Commissioner McDowell, seconded by Commissioner Cornwall, which motion duly carried, Chairman Williams ordered that the amendment of the Master Plan for Caughlin Ranch and amendments to the Development Standards Handbook as approved under Major Project Review Case No. MPR9-5-83 be approved with the following changes:

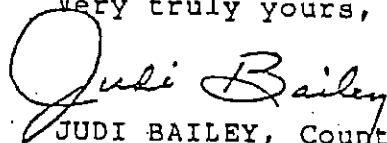
1. The recreation management plan (RMP) is not included in this recommendation, but will be reviewed separately after review and comments from the Washoe County Parks and Recreation Department. ✓
2. The final document will contain the covenants, conditions and restrictions for the project. ✓
3. The final document will contain the Residential Energy Evaluation Program (REEP) form. ✓
4. The final document will contain the board of county commissioners' actions (Clerk's orders). ✓
5. The final document will contain the copies of the compliance statements. ✓
6. A supplemental evaluation of the McCarran Blvd. and Cashill Blvd. intersection shall be performed and submitted to the Regional Transportation Commission for their review. Design considerations for this intersection resulting from this study and agreed to by the applicant and Regional Transportation Commission shall be incorporated into the development standards handbook as a supplement. ✓
7. Applicant shall note in the final draft of the Development Standards that the right-of-way for McCarran Blvd. between Mayberry Dr. and Plumb Ln. will be secured and will be dedicated to the appropriate public entity no later than September 1988. Applicant shall submit evidence of the above to the planning staff. ✓

8. The development standards handbook shall contain language addressing construction truck traffic as contained in the March 3, 1987, memorandum from the Caughlin Ranch to the Washoe County Planning Commission, Re: Masterplan Update, Staff Analysis Condition No. 8 (made a part of the record and attached as an exhibit). ✓
9. Applicant shall retain present policy 3.H under Traffic Impact Mitigation that is in the currently approved edition of the Development Standards Handbook (p. 46) and shall amend the condition to provide for a pro rata return of expenses for this extension to the initial builder of the extension from other subsequent developers who would also need the use of these extended roads provided the City of Reno agrees to substantially the same condition. ? ✓
10. The statement under Policy 3, Water Conservation (WATER) shall be amended to include appliances as an important target area for water conservation. ✓
11. The list of recommended plants originally contained as part of Policy 5, Recommended Plants (LANDSCAPING) in the Development Standards Handbook dated 1984 shall be included in the updated Master Plan as an appendix. ✓
12. Policy 2, Signage (SIGNAGE, LIGHTING AND FENCING) shall include in the introductory comments that "All signage must be approved by the ACC and be in compliance with Washoe County Code, Chapter 105 (Sign Ordinance) for that portion of the ranch within the unincorporated portion of Washoe County." ✓
13. The remainder of Policy 2, Seeding, planting and mulching practices and all of Policy 3, Top soil protection (CONSTRUCTION PRACTICES/REVEGETATION) from the development standards handbook dated 1984 shall be included in the final updated document. ✓
14. Any conflicts between this approval and an approval from the City of Reno regarding the updates to this master plan and amendments to the development standards handbook shall be resolved before the update to the master plan or amendments to the development standards handbook become effective. ✓

Mr. Alan Means
March 30, 1987
Minute Item 87-305
Page 4

15. The applicant shall provide sufficient copies, upon notification from the Washoe County Department of Comprehensive Planning, of the master plan update and amended development standards handbook for distribution to reviewing agencies.

Very truly yours,



JUDI BAILEY, County Clerk
and Clerk of the Board
of County Commissioners,
Washoe County, Reno, Nevada

pr

cc: Leann McElroy, City of Reno Planning
Engineering
Utility
Greg Krause, RTC
Comprehensive Planning
City of Reno Planning Department - Melissa Thompson



OFFICE OF THE WASHOE COUNTY CLERK

COUNTY COURTHOUSE, VIRGINIA AND COURT STS.
P.O. BOX 11130, RENO, NEVADA 89520
PHONE (702) 785-6180

JUDI BAILEY
County Clerk

May 29, 1987

Michael Harper
Department of Comprehensive Planning
Washoe County, Nevada

Dear Mr. Harper:

I, Judi Bailey, County Clerk and Clerk of the Board of County Commissioners, Washoe County, Nevada, do hereby certify that at a regular meeting of the Board held on May 26, 1987, Chairman Williams issued the following order:

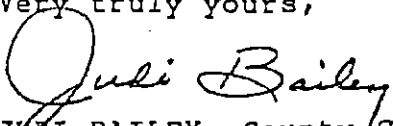
87-567 CAUGHLIN RANCH RECREATION MANAGEMENT PLAN (MPR9-5-83)

Michael Harper, Department of Comprehensive Planning, stated that the Recreation Management Plan is the final portion of the update of the Caughlin Ranch Master Plan; that the applicant is offering to construct and maintain recreational facilities; that in return, Mr. Means is requesting an in lieu of credit against residential construction tax; that there are minor changes in the agreement that Art Nicholls, Deputy District Attorney, felt needed to be made in accordance with state law; that the applicant has concurred with the changes; that staff endorses this project; and that the Parks Department has no concern with this particular issue.

Alan Means, applicant, concurred with staff.

Upon recommendation of the Washoe County Planning Commission, on motion by Commissioner McDowell, seconded by Commissioner Lillard, which motion duly carried, Chairman Williams ordered that the Caughlin Ranch Recreation Management Plan, a portion of the Development Standards Handbook, be approved.

Very truly yours,


JUDI BAILEY, County Clerk
and Clerk of the Board of
County Commissioners,
Washoe County, Nevada

pab

cc: Alan Means, c/o Caughlin Ranch, 316 California Avenue, Reno,
NV 89509

D.A., Parks, Building, Engineer, Health

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of June, 1987, by and between WASHOE COUNTY ("County") and CAUGHLIN RANCH, a Nevada partnership ("Ranch") and the CAUGHLIN RANCH HOMEOWNER'S ASSOCIATION, a Nevada nonprofit corporation ("Association").

W I T N E S S E T H:

WHEREAS, the County heretofore approved the Caughlin Ranch Development Standards Handbook for development of the area known as the Caughlin Ranch, West of Reno, in accordance with the master development plans therefore, and;

WHEREAS, a portion of the Caughlin Ranch has heretofore been developed with the Caughlin Ranch Homeowner's Association, a Nevada nonprofit corporation having been formed and in good standing on the date hereof, and;

WHEREAS, Ranch holds an option to purchase the balance of the Caughlin Ranch which option will be exercised from time to time as various areas are developed, and;

WHEREAS, the Master Plan for the Caughlin Ranch encompasses the following parks and recreational areas in Washoe County as shown on the Master Plan:

1. Pedestrian/Bicycle Path System (approximately ___ miles.

2. Passive Park Space including landscaped corridors with trees and ponds, landscaped areas along Alum Creek, and untouched open space along ridges and meadows (approximately ____ acres).

3. Equestrian trails covering approximately six (6) miles, open to public.

WHEREAS, the estimated costs of all of the above itemized improvements in Washoe County, with the estimated amount spent to date are set forth on Exhibit A, attached hereto, and;

WHEREAS, the projected annual operating costs for the above itemized recreational improvements are set forth on Exhibit B, attached hereto, and;

WHEREAS, the Residential Construction Tax (RCT) projected for the portion of the Caughlin Ranch within Washoe County is estimated to be approximately \$845,250.00, and;

WHEREAS, complete Covenants, Conditions and Restrictions (CC&R's) have been recorded against all of the developed areas of the Caughlin Ranch which provide for the establishment of a homeowner's association which has been formed as a Nevada nonprofit corporation, and;

WHEREAS, the CC&R's provide for additional areas of the Caughlin to be covered by the CC&R's as such areas are developed and;

WHEREAS, Ranch will deed to Washoe County the recreational areas and facilities completed to date, and will deed the additional recreational facilities which will be completed

in the future to Washoe County on completion, and;

WHEREAS, Association is willing to undertake future maintenance of such facilities, which maintenance will relieve the County of maintenance responsibilities for such facilities and;

WHEREAS, the parties hereto desire by this agreement to provide for certain RCT funds to be paid to Ranch to partially compensate Ranch for land, water, and construction costs for the above-described recreational facilities, and further desire by this agreement to provide for future maintenance of the above-described recreational facilities by Association.

NOW THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. All RCT Tax monies which have been and will be collected by County on issuance of building permits for construction within the Caughlin Ranch shall be hereafter paid as provided herein by County to or as directed by Ranch provided that County shall have theretofore received, in a lien free condition recreational areas and facilities which are determined by the County to be desirable and proper subjects for use of residential construction tax funds as described herein having a construction cost and land value, in the determination of the County, at least as great as the aggregate of all RCT tax monies paid to Ranch hereunder.

Monies shall be disbursed quarterly by the 15th of

the month following the end of each calendar quarter. No monies shall bear interest. On conveyance of each portion of the recreational facilities to the County, the County shall, within ninety (90) days of such conveyance being recorded (by recorded deed or dedication on a filed map) determine a fair value for the facility being conveyed to the County based on reasonable construction cost and replacement value, and shall communicate such value determination to Ranch. Such value determination shall be conclusive on the parties unless Ranch disputes in writing such value within thirty (30) days of receipt of County's value determination. In the event of such dispute, the parties shall select an independent appraiser who shall render an appraisal of the fair value of such facilities which shall be conclusive on the parties. Costs of the appraiser shall be paid by Ranch. The independent appraiser shall be selected within thirty (30) days of County receiving Ranch's dispute of County's value. The appraiser shall render his report in thirty (30) days of his selection.

2. Ranch agrees to fully comply with all provisions of the Master Plan and the Development Standards Handbook respecting development of the above recreational facilities. Ranch agrees to convey such facilities in a lien free condition to the County as each such facility has been completed.

3. Association hereby agrees to maintain such completed facilities in a first class condition during the term hereof or until the County relieves Association of such responsibility, and to charge such reasonable assessments to its members.

as may be necessary to cover the costs of such maintenance if there are not sufficient funds from other sources to fund such obligation. Maintenance shall be to standards required by all applicable laws and ordinances and shall be at least equal to maintenance by County of similiar facilities. County shall have such remedies as provided by law to enforce Association's maintenance responsibilities hereunder, including the right to have a receiver appointed to levy and collect assessments and fulfill Association's maintenance responsibilities. Such remedies shall include the obtaining of a mandatory injunction and the right of County to effect such maintenance as may be required and collect the cost thereof together with attorney fees and court costs from Association. In the event County determines maintenance to be inadequate it may give Association written notice to such effect, describing in detail the claimed deficiencies. Association shall remedy the defects within thirty (30 days) of receipt of such notice, unless Association disputes such claim in which case the matter shall be arbitrated as described below. The determination by the arbitrators shall be binding on County and Association. In the event of three deficiency notices in any twelve (12) month period in which Association is deficient in meeting its maintenance responsibilities, County may in such event require Association to post a bond in favor of County in the amount of one year's maintenance costs, such bond to remain until Association is relieved of its maintenance responsibilities or until

County consents to termination of the bond, whichever first occurs.

4. All facilities to be deeded to the County pursuant to the provisions hereof shall be open to the public.

5. Association shall maintain liability insurance in connection with Association's maintenance activities, naming County as an additional insured and shall provide the County Manager evidence of such insurance from time to time on request. Such insurance shall be in the amount determined by the County's risk management analyst to cover the County's liability exposure in negligence cases.

6. The parties hereto agree to execute such other and further documents as may be necessary to carry out the provisions hereof.

7. In the event of arbitration, each party (County and Association) shall pick an arbitrator. The two arbitrators so selected shall pick a third. Within the thirty (30) day period mentioned above in paragraph 3, if Association disputes County's claim of deficiency maintenance, Association shall notify County of its dispute. Within fifteen (15) days of such notice the first two arbitrators shall be selected. Within fifteen (15) days of selection of the first two arbitrators the third one shall be selected. The three arbitrators shall render their decision within sixty (60) days of selection of the third arbitrator. In the event of a dispute among the arbitrators as to proced-

ures to follow, the Rules of the American Arbitration Association shall be followed. The losing party shall pay the costs of the arbitrators.

8. This Agreement shall terminate in the event of Chapter 7 bankruptcy or its equivalent by Association, on mutual termination by the parties, or on termination of the corporate existence of Association under its original Articles of Incorporation. The Association shall not voluntarily terminate its existence during the term hereof without the County's express written approval. Prior to the termination of the corporate existence of Association, Association and County shall negotiate provisions for future maintenance of all facilities conveyed hereunder to the mutual satisfaction of such parties.

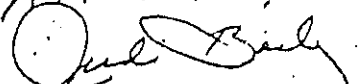
9. This contract is entered into under the state law existing on the date of its execution. The parties agree that it shall not be affected by any future changes in the law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

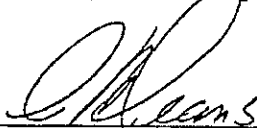
WASHOE COUNTY

by 

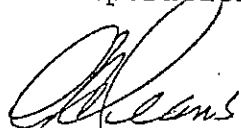
ATTEST:


County Clerk

CAUGHLIN RANCH, a
Nevada partnership

by 
ALAN MEANS
Managing Partner

CAUGHLIN RANCH HOMEOWNER'S
ASSOCIATION, a Nevada non-
profit corporation

by 
ALAN MEANS
President

1016-00
B-2242
RET

AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of December, 1987, by and between the CITY OF RENO ("City") and the CAUGHLIN RANCH, a Nevada partnership ("Ranch") and the CAUGHLIN RANCH HOMEOWNER'S ASSOCIATION, a Nevada nonprofit corporation ("Association").

W I T N E S S E T H:

WHEREAS, the City heretofore approved the Caughlin Ranch Development Standards Handbook for development of the area known as the Caughlin Ranch, West of Reno, in accordance with the master development plans therefore, and;

WHEREAS, a portion of the Caughlin Ranch has heretofore been developed with the Caughlin Ranch Homeowner's Association, a Nevada nonprofit corporation having been formed and in good standing on the date hereof, and;

WHEREAS, Ranch holds an option to purchase the balance of the Caughlin Ranch which option will be exercised from time to time as various areas are developed, and;

WHEREAS, the Master Plan for the Caughlin Ranch encompasses the following parks and recreational areas in the City of Reno as shown on the Master Plan:

1. Pedestrian/Bicycle Path and Equestrian Trail System which includes approximately 21 miles of trails with approximately 5.6 miles of that total located within the City of Reno exclusive of City sidewalks.

MICROFILMED

2. Passive Park Space including landscaped corridors with trees and ponds, landscaped areas along Alum Creek, and untouched open space along ridges, hillsides, valleys and meadows (approximately 695 acres).

3. Village Green Park, open to the public, will cover from ten (10) to thirteen (13) acres, depending on the size of the adjoining school site, and will provide a combination baseball/soccer/football field, picnic area, playground, landscaped area, tennis courts, paths and parking.

4. A swimming pool, and possibly a gymnasium and multipurpose building, may be privately constructed and maintained within Village Green Park, which, if constructed shall be open to the public under the provisions of paragraph 9 herein.

EXHIBIT
A

WHEREAS, the estimated costs of all of the above itemized improvements in the City of Reno, with the estimated amount spent to date are set forth on Exhibit A, attached hereto and;

WHEREAS, the Residential Construction Tax (RCT) projected for the portion of the Caughlin Ranch within the City of Reno is estimated to be approximately \$1,597,275.00 and;

WHEREAS, complete Covenants, Conditions and Restrictions (CC&R's) have been recorded against all of the developed areas of the Caughlin Ranch which provide for the establishment of a homeowner's association which has been formed as a Nevada nonprofit corporation, and;

WHEREAS, the CC&R's provide for additional areas of the Caughlin Ranch to be covered by the CC&R's as such areas are developed and;

WHEREAS, Ranch will deed to Association for ownership and future maintenance the recreational areas and facilities completed to date, and will deed the additional recreational facilities which will be completed in the future to Association for ownership and maintenance and;

WHEREAS, Association is willing to undertake such future maintenance of such facilities, which maintenance will relieve the City of maintenance responsibilities for such facilities and;

WHEREAS, the parties hereto desire by this agreement to provide for certain RCT funds to be credited to Ranch within the meaning and to effectuate the purposes of RMC §18.14.060 and NRS 278.4985.

WHEREAS, it appears that the Caughlin Ranch development complies with all requirements for a Planned Unit Development in accordance with the provisions of the Reno City Ordinance governing such developments.

NOW THEREFORE, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. This agreement shall be effective on the first of the month following the month in which a Planned Unit Development (PUD) has been approved by the Reno City Council for the Caughlin Ranch development as provided below in paragraph 2.

2. On application of Ranch for annexation and creation of a PUD, City shall forthwith take such action as may be necessary so as to create a PUD of that portion of Caughlin Ranch Development being annexed to the City, thereby allowing the provisions of NRS 278.4985, to be implemented respecting crediting the developer with (100%) of the RCT tax by means of the payments required hereunder. In this connection it is agreed that no additional development burdens will be placed on Ranch as developer of the Caughlin Ranch by virtue of such action, and that the master plan for such development will be accepted "as is" by the City, without alteration or modification, except as may be agreed on by the Ranch and that the existing master plan for the Caughlin Ranch will serve as the tentative map for the PUD. Nothing herein contained shall change or eliminate the obligation of a developer of any portion of the Caughlin Ranch to comply with all applicable subdivision or development laws and requirements or conditions imposed by reason of revision of the master plan or amendment of the development standards handbook with respect to such development. City shall have no obligation to prepare or file the applications described above in this paragraph.

3. One hundred percent (100%) of all RCT Tax monies heretofore collected from the Caughlin Ranch Development by City shall be credited to Ranch as provided below in paragraph 4.

4. One hundred percent (100%) of all RCT Tax monies collected by City on issuance of building permits for

construction within the Caughlin Ranch hereafter, shall be credited to Ranch.

5. A. Promptly on the effective date hereof City and Ranch shall establish a joint trust fund account into which shall be deposited 100% of the RCT monies credited to Ranch under paragraphs 3 and 4 above. Said account shall be at Valley Bank of Nevada, Reno Main Office, and shall bear interest at the highest rate offered by said bank on similar accounts. The purpose of such account shall be to fund the estimated cost of construction of the Village Green and Caughlin Crest Parks. The instructions shall provide that there shall be no disbursement from said account until: (a) there shall be deposited in escrow an engineer's estimate of the total cost to construct said parks including all land costs signed by a representative of the Planning Department of the City of Reno, (b) there shall have been delivered to the City a letter of credit in favor of the City issued by any Nevada bank acceptable to the City in an amount equal to the difference between the funds in the Trust account and the engineer's estimate of the total cost to complete the Village Green and/or Caughlin Crest Parks, as the case may be, and evidence of receipt of such letter of credit shall have been lodged with Valley Bank as the holder of the Trust account and, (c) all requests for disbursement from the Trust account shall be accompanied by an engineer's certificate from a registered Nevada P.E. that the disbursement represents the cost of actual work done on construction of said park. If

requested by the City, should the City in its judgment reasonably exercised deem it necessary, lien waivers may be required from the trades, contractors and subcontractors doing the work for which payment is requested and disbursements may, if requested by the City of Reno exercising its reasonable judgment be by joint check payable to Ranch or its successor and the trades, contractors and subcontractors doing the work for which payment is sought.

B. The instructions shall also provide that on written notification to Valley Bank being submitted by City to the effect that Ranch or its successor or assign has failed to build the Village Green and/or Caughlin Crest Park within the time set out below, or has involuntarily become subject to the bankruptcy laws of the U.S. Bankruptcy Code under Chapter 7 or a similar provision or has ceased doing business, that all funds, including accrued interest in said Trust fund shall thereupon belong to the City of Reno which shall be obligated to construct said park to completion as promptly as reasonably possible. In the event it is necessary for the City of Reno to complete the Village Green and/or Caughlin Crest Park, it shall do so promptly and in accordance with the standards prevailing in City of Reno parks. In the event the City shall be required to complete the park or parks, the Association or Ranch, as the case may be, shall deed the park or parks at their cost to the City free and clear of encumbrances, subject to such easements as may be necessary for the swimming pool, gymnasium and multipurpose

building. The right of the City to obtain title to the park or parks under the covenant described in this subparagraph shall be a right prior to all other attaching to the land subsequent to the recordation of the covenant. The City shall have full management and ownership rights thereafter and shall also have all maintenance responsibilities thereafter. Said park or parks shall be maintained to the standards prevailing in the City of Reno parks.

C. Trust funds shall be first used in payment of park construction costs, prior to call on the letter of credit.

6. City shall continue to collect the RCT in accordance with its usual practices and procedures and applicable law. On collection of such tax derived from construction within the Caughlin Ranch after the effective date hereof, the City shall pay all taxes to be credited pursuant to paragraph 3 and 4 above into the Trust account to be established pursuant to paragraph 5 hereof, until such time as the Caughlin Crest and Village Green Parks shall be completed. Thereafter, City shall pay the RCT Taxes to be credited as aforesaid to or as directed by Ranch. All funds in excess of those required to construct the Caughlin Crest and Village Green Parks shall be paid to Ranch or as directed by Ranch to offset the cost of additional park lands and improvements (exclusive of city sidewalks) constructed within the Caughlin Ranch by Ranch or other associated entities.

Disbursements shall be made by the City not less often than each calendar quarter, on or before the fifteenth day

following the end of such quarter. All disbursements shall be accompanied by sufficient data to enable Ranch to identify the source of such payments. Periodically, but not more frequent than semi-annually, Ranch shall have the right for its representatives to inspect the City's books and records to determine the accuracy of payments.

7. Ranch agrees to fully comply with all provisions of the Master Plan and the Development Standards Handbook respecting development of the above recreational facilities. Ranch agrees to convey such facilities in a lien free condition to the Association as each such facility has been completed.

8. Association hereby agrees to maintain the Caughlin Crest and Village Green Parks in a first class condition in perpetuity or until the City relieves Association of such responsibility, and to charge such reasonable assessments to its members as may be necessary to cover the costs of such maintenance.

9. Ranch shall cause a covenant to be inserted in the recorded deeds covering Caughlin Crest and Village Green Parks ("Park") which shall include the following provisions: (a) that the covenant may not be amended or modified without the written approval of the City Council, (b) that the Parks shall be maintained by Association in a first class condition to standards in keeping with the highest quality park maintenance by the City anywhere in Reno, (c) all facilities shall be open

to the public except that use of any privately operated swimming pool, gymnasium or multipurpose building or other private group improvement may be subject to such reasonable user fees as may be established from time to time by Association, which fees may be less for members of the Caughlin Ranch Homeowners Association than for others, (d) that the City is given the right to enter upon all recreational facilities deeded to the Association as aforesaid with police, fire and other necessary City personnel to maintain order, and protect the facilities from fire or other hazard in accordance with the City's accepted standards. (e) that the Association may make such reasonable rules governing use of the facilities as may be necessary or convenient for use thereof by members of the public and (f) that the Association may take such reasonable steps as may be necessary to prevent vandalism and damage to the facilities or any part thereof.

10. On the request of the City the Association or Ranch shall furnish City with copies of recorded covenants respecting the subject matter hereof and copies of deeds for portions of the above described recreation facilities recorded from time to time by Ranch in favor of Association.

11. In the event the Trust funds are transferred to the City under the provisions of paragraph 5.B, above, the credit for RCT tax and all payments of a portion of such tax as provided herein shall cease and the City will not thereafter be obligated to extend any further RCT credits or pay any further RCT funds to Ranch.

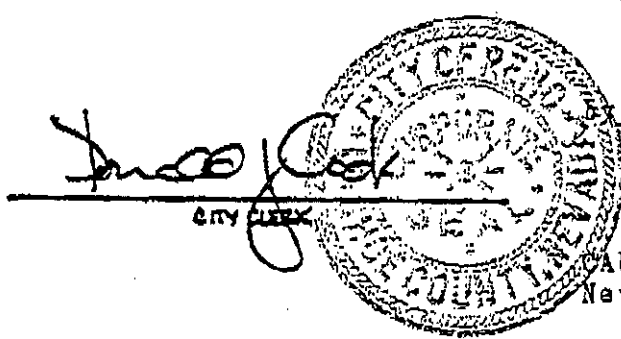
12. The parties hereto agree to execute such other and further documents as may be necessary to carry out the provisions hereof.

13. Construction of the Caughlin Crest and Village Green Parks shall be commenced by Ranch promptly when certificates of occupancy have been issued by the City for 40% of the living units projected within their respective areas known as Caughlin Crest (a 100 unit subdivision) and Caughlin Village (currently estimated for a total of 994 units). The park or parks must be completed within twelve (12) months of commencement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF RENO

ATTEST:



[Signature]
CITY CLERK

[Signature]
Mayor

CAUGHLIN RANCH, a
Nevada partnership

APPROVED AS TO
LEGAL FORM

[Signature]
CITY ATTORNEY

by

[Signature]
ALAN MEANS, MANAGING PARTNER

CAUGHLIN RANCH HOMEOWNER'S
ASSOCIATION, a Nevada non-profit
corporation

by

[Signature]
ALAN MEANS, PRESIDENT

Capital Improvement Program

The Capital Improvement Budget for the Recreation Management Plan is presented below

City of Reno Improvements

Bicycle/Pedestrian Paths/Equestrian Trails

Improvement costs	604,770
Total	604,770
Amount spent to date	100,220

Passive Park Space

Land costs	3,049,500
Improvement costs (incl. water)	1,082,500
Total	4,132,000
Amount spent to date	1,952,700

Village Green Park

Land costs	190,000
Improvement costs (incl. water)	850,000
Total	1,040,000
Amount spent to date	-0-

Caughlin Crest Park

Land costs	200,000
Improvement costs	100,000
Total	300,000
Amount spent to date	-0-

City of Reno Totals (w/o Chrissie Caughlin Park)

Land costs	3,439,500
Improvement costs (incl. water)	2,637,270
Total	6,076,700
Amount spent to date	2,052,920

EXHIBIT "A"



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

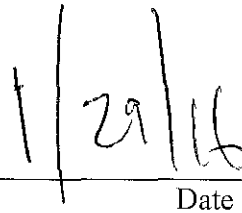
LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

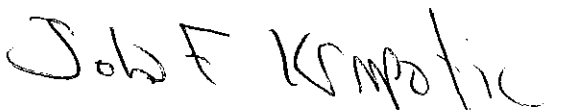
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