

EVANS RANCH

Appendices to the
Planned Unit Development
Handbook

BOOK 2
APPENDIX II

April 2008

APPENDIX II

- o **Declaration of Covenants, Conditions and Restrictions**

- o **Traffic Analysis-Evans Ranch/White Lake Vistas, Solaegui Engineers, November 14, 2007; Addendum Letter, Solaegui Engineers, January 30, 2008;**

- o **Water Facility Plan for Evans Ranch and White Lake Vistas, Manhard Consulting, LTD, October 2007;**

- o **Wastewater Facility Report, ECO:LOGIC Engineering, November 2007**

- o **Drainage Letter for Evans Ranch, Manhard Consulting LTD, November 2007**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEN RECORDED, RETURN TO:

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EVANS RANCH

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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**EVANS RANCH
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Declaration is made this ____ day of ____, 2008 by Wallach IX ENTERPRISES, LLC, a Nevada limited liability company, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Reno, County of Washoe ("County"), State of Nevada, as more particularly described as the Evans Ranch Planned Unit Development Handbook recorded _____, 2008 as Document No. _____ of the Official Records of Washoe County.

NOW, THEREFORE, Declarant hereby declares that all of the real property in Evans Ranch, together with any and all improvements thereon and appurtenances thereunto, shall be held, sold, and conveyed subject to the following covenants, conditions and restrictions. These covenants, conditions and restrictions ("Declaration") are for the purpose of protecting the value and desirability of the real property in Evans Ranch. This Declaration shall inure to the benefit and bind all parties having any right, title or interest in the real property or any part thereof, their heirs, executors, administrators, successors and assigns.

The provisions of this Declaration are intended to create mutual equitable servitudes upon each of the lots and parcels in Evans Ranch 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 each lot or parcel, its heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other lots and parcels in Evans Ranch and their respective owners, present and future.

**ARTICLE I
COMPLIANCE WITH NRS CHAPTER 116**

Section 1. Applicability. This Declaration is made in compliance with the Uniform Common-Interest Ownership Act, Chapter 116 of the Nevada Revised Statutes, as amended (the "Act").

Section 2. Definitions and Other Basic Provisions. The following terms as used in this Declaration are defined as follows:

- A. "Association" means the Evans Ranch Homeowners Association, the property owner's association which is a Nevada nonprofit corporation.
- B. "Board" means the Board of Directors of the Association.
- C. "Bylaws" means the Bylaws of the Association and "Articles" means the Articles of Incorporation for the Association.
- D. "Committee" means the Evans Ranch Design Review Committee.
- E. "Common Area" or "common elements" means all of the real property designated as such in this Declaration or pursuant to the final maps recorded within any subdivision within Evans Ranch; and all real property interests (e.g., fee title or easements) acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be located or constructed thereon and owned by the Association, including, but not limited to perimeter fencing, sidewalks, open space, fences, gates, signs, entry ways, rockery walls, landscape areas located on front and side yards, drainage ways and drainage facilities and surface water retention areas.
- F. "Declarant" means, Wallach IX, LLC, a Nevada limited liability company.
- G. "Declaration" means this Declaration and any future amendments thereto.
- H. "Improvements" means all buildings, garages, streets, roads, driveways, parking areas, fences, retaining and other rockery walls, decks, exterior air conditioning, signs, landscaping, light standards, antenna/satellite dishes, walls and any other structures of any type or kind.
 - I. "Lot" means any single-family lot shown on a tentative map or final map, and intended for improvement with a single-family residence or a lot for the development of air space condominiums, multi-family housing, churches or commercial shown on a tentative or final map, parcel map or record of survey.
- J. "Owner" or "lot owner" means:
 - 1. Any person or legal entity, including Declarant, who holds fee simple title to any lot, unit, or parcel within Evans; or
 - 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 the seller under said agreement has transferred possession of the real estate subject to the purchase agreement to the purchaser under said agreement;

K. "Owner" does not include the Association.

L. "Single-family Dwelling" means a residential structure, which dwelling is constructed on a lot designated in this Declaration as a single-family residential lot.

M. "Subdivision" means the real property described in the Evans Ranch Planned Unit Development Handbook recorded _____, 2008 as Document No. _____ of the Official Records of Washoe County, Nevada, any development of which is regulated by Reno, Nevada under Zoning Map Amendment Case No. LDC _____ filed November 20, 2007, as amended, to include the Planned Unit Development Handbook for Evans Ranch, under Chapter 278 of the Nevada Revised Statutes, the Reno Municipal Code and other applicable laws and regulations, as well as subsequent or amended tentative maps covering all or part of Exhibit "A".

The following are other basic provisions:

N. Except when not in conflict with a definition specified above in this Article, the terms used herein shall have the same meanings and definitions as are used in NRS Chapter 116.

O. The name of the Subdivision shall be Evans Ranch and the name of the association formed under Article II hereof to own and manage Common Area shall be Evans Ranch Homeowners Association ("Association"). The Subdivision is a Planned Unit Development, as defined in NRS Chapter 116.

P. The Subdivision is located entirely within Reno, Washoe County, Nevada.

Q. The maximum number of dwelling units ("lots") that Declarant has created by the PUD Handbook is 5,556.

R. The final map depiction of the boundaries of each lot, easements and Common Areas created by the Declaration shall be consistent with the Evans Ranch PUD.

S. Real estate that is or must become common elements is described in Subparagraph M above.

T. Declarant reserves all developmental rights and special declarant rights on real estate within the Subdivision, and on other real estate as provided below

in this subsection, for a period twenty (20) years from the date hereof including, without limitation, the rights:

1. To create lots or common elements, subdivide lots or convert lots into common elements, or withdraw real estate, within the Subdivision in all areas described herein which are not at this time subject to a recorded final map, or make amendments thereto, at anytime within the term of this Declaration.

2. To complete improvements indicated on any Subdivision Map plats and plans or in this Declaration on all areas described herein at any time within the term of this Declaration.

3. To maintain sales offices, management offices, signs advertising the Subdivision and models on all areas described herein at any time within the term of this Declaration. The right of the Declarant to decide the number, size, location and relocation thereof, shall be exercised in its sole discretion;

4. To use easements through the common elements for the purpose of making improvements within the Subdivision on all Common Areas within Exhibit "A" or hereafter created, within the term of this Declaration.

5. To appoint or remove any officer of the Association or any member of its executive board during any period of Declarant's control (as hereinafter defined), affecting all areas described herein.

U. Each of the 5,556 lots shall have the following allocated interests:

1. A fraction or percentage of the common expenses of the Association equal to 1 divided by 5,556 lots; and

2. One vote in the Association for a total of 5,556 votes.

V. All restrictions on use and occupancy are stated in Articles IV, V and VI hereof.

W. The recording data where easements and licenses are recorded are contained in the records of the Washoe County Recorder, State of Nevada.

Section 3. Modification. The provisions of this Article I may not be modified, amended, terminated or abridged without the consent of Declarant and may be amended by Declarant as long as Declarant owns any portion of the real property described in Exhibit "A".

ARTICLE II EVANS RANCH HOMEOWNERS ASSOCIATION

Section 1. Purpose. The purpose of the Association shall be to:

A. Own and maintain all easements and deeded real property for Common Area within the Subdivision; including the funding, operating and maintenance of the following common elements: perimeter fencing; sidewalks; open space; fences; gates; signs; entry way; rockery walls; entrance gate; landscape areas located on front and side yards; drainage ways and drainage facilities; and surface water retention areas.

B. Enforce and administer any provisions of this Declaration pertaining to the Association's rights, obligations, powers and duties as required by Reno; including, at a minimum, the funding of the maintenance, replacement and perpetuation of the following Subdivision amenities:

1. Common area landscaping, fencing and maintenance.
2. Streetscapes, including lighting and signs.
3. Detention basins and the accumulated sediment.
4. Storm drainage system.

The Association may have other purposes than those specified herein, if allowed by law and not contrary to the provisions of this Declaration, the Association Articles of Incorporation or the Bylaws.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by this Declaration, its Articles and Bylaws. The Association may purchase any equipment, materials and supplies from the Declarant provided the purchase price shall be the fair market value thereof.

The Association may, but shall not be obligated, to maintain or support certain activities within the Subdivision designed to make the Subdivision safer than it otherwise might be. Neither the Association nor the Declarant shall in any way be considered the insurers or guarantors of security within the Subdivision, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each owner acknowledges, understands and covenants to inform its tenants that the Association, the Board and the Declarant, are not insurers or liable to persons living in or visiting the Subdivision for conduct resulting from acts of third parties.

Section 2. Formation and Management Under Article 3 of NRS Chapter 116. The Association shall be a nonprofit Nevada corporation formed under Chapter 82 of the Nevada Revised Statutes. The Association is not authorized to have and shall not issue any capital stock. Not later than the date of recordation of this Declaration, Declarant shall cause the Articles of Incorporation to be filed with the Nevada Secretary

of State. The Association shall be charged with the duties and invested with the powers set forth in the Articles, Bylaws and this Declaration.

Section 3. Association Powers. The Association shall have all powers enumerated in NRS 116.3102 which do not conflict or are not inconsistent with the Section 1 of this Article.

Section 4. Officers and Members of Board. The governing body of the Association shall be called the Executive Board, the Board of Directors or the Board (all of which names shall refer to the same entity). The Board may act in all instances on behalf of the Association, subject to the provisions of this Declaration, the Association Articles, the Bylaws and the applicable provisions of Nevada law.

Section 5. Declarant Control. Subject to the provisions of NRS 116.31032 and during the maximum time period stated in NRS 116.31032, Declarant shall control the Association. During this period, Declarant, or persons designated by it, may appoint or remove the officers and members of the Board.

Section 6. Budget. The Board shall adopt a proposed budget for each calendar year based on the projected common expenses of the Association, which shall include a reasonable reserve. Within 30 days after adoption of any proposed budget for the Association, the board shall provide a summary of the budget to the lot owners, and shall set a date for a meeting of the lot owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting 75% of all owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the owners must be continued until such time as the owners ratify a subsequent budget proposed by the Board (NRS 116.3103(3)).

Section 7. Title to Common Area. Within sixty (60) days of recordation of a final map for the Subdivision, Declarant shall deed to Association all its right, title and interest to the easements for the Common Area designated by the final map, if the final map does not itself create said easements. All land not within a lot in the Subdivision and not dedicated to a governmental entity shall be Common Area.

Section 8. Meetings. A meeting of lot owners with voting power in the Association must be held at least once each year, or as otherwise specified by law. Special meetings of the Association may be called by the president, a majority of the board or by owners having twenty percent (20%) of the votes in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States Mail to the mailing address of each lot or to any other mailing address designated in writing by the lot owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to this Declaration or Bylaws, any

budgetary changes and any proposal to remove an officer or member of the Executive Board (NRS 116.3106).

Section 9. Quorums and Voting. Quorums and voting at meetings shall be as specified in NRS 116.3109 and 116.3110, and as provided in the Bylaws. Only owners of lots have voting power. Lessees of lots may not, except by written proxy as specified in NRS 116.3110 or as specified in Subsection 2.J. of Article I, exercise owners' voting power.

Section 10. Transfer of Voting Power. Voting power in the Association is vested in each person or entity who owns a lot, and shall be appurtenant to such real estate, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except on a transfer of title to such real estate, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title or interest shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner. Immediately after any transfer of title, either the transferring owner or the acquiring owner shall give notice to the Association of such transfer, including the name and address of the acquiring owner and the date of transfer.

Section 11. Inspection of Association Books and Records. Any membership registers, financial and accounting records, and minutes of meetings of the Association, the Board, and committees of the Board, shall be made available for inspection and copying by any member, or his duly appointed representative, or any beneficiary of a deed of trust encumbering real estate in the Subdivision, at any reasonable time and for a purpose reasonably related to the affairs of the Association, at the office of the Association or at such other place as the Board prescribes. The Association may charge a reasonable fee for any copies made at a member's request.

Section 12. Ownership of Common Area. Owners and the Association shall make no attempt to divert or alter the platted configuration of any Common Area or change the equal voting power, as defined herein, of Association members.

Section 13. Notices. All notices hereunder to the Association or its Board shall be sent by registered or certified mail to the Board at such places as the board may designate from time to time by notice in writing to all members. All notices to any owner shall be hand delivered or sent prepaid by mail to the owner's lot or to such other address as may be designated by him from time to time, in writing, to the Board. All notices to other interested persons shall be mailed to such address as such person shall designate in writing to the Board. All notices shall be deemed to have been given when mailed or hand-delivered except notices of change of address, which shall be deemed to have been given when received, unless as otherwise proved herein.

Section 14. Insurance. The insurance requirements and provisions of NRS 116.3113-116.31138 shall be complied with by the Association and shall be common expenses.

Section 15. Fines. The Association shall have the power to levy fines, as a monetary penalty and to reimburse the Association for the costs of enforcement of any provisions of this Declaration, for the violation of any provisions of Articles IV and V, including the violation of any rules or regulations promulgated by the board or the Committee, and violations of Design Guidelines.

Section 16. Rules and Regulations. The Board may promulgate rules and regulations which elaborate on or add to the provisions of Article IV without first obtaining membership approval or consent.

ARTICLE III ASSESSMENTS

Section 1. Agreement to Pay. Declarant, for each completed and developed lot owned by it in the Subdivision that is expressly made subject to assessment as set forth in this Declaration, and each owner, by his acceptance of a deed for each lot owned, covenants and agrees to pay to the Association such regular and special assessments as are established, made and collected as provided in this Declaration.

Section 2. Personal Obligations. Each assessment or installment, together with any late charge, interest, collection costs and reasonable attorneys' fees, shall be the personal obligation of the person or entity who was an owner of the lot subject to the assessment at the time such assessment or installment became due and payable. If more than one person or entity was the owner of a lot, the personal obligation to pay such assessment or installment respecting such lot shall be both joint and several. Subject to the provisions of Article VII, Section 2, a purchaser of a lot shall be jointly and severally liable with the seller for all unpaid assessments against the lot without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No owner may avoid or diminish such personal obligation by abandonment of his lot.

Section 3. Purpose and Amount of Assessments. The assessments levied by the Association shall be determined by the Board and shall be the amount estimated to be required, on an annual basis, and shall be used exclusively, to promote the Association purposes specified in Article II, Section 1 for the performance of the duties of the Association as set forth in this Declaration, and for the repair, maintenance and upkeep of Association property. Funds held by the Association shall be held, to the extent possible, in interest bearing accounts.

Section 4. Annual Assessments. Not less than sixty (60) days before the beginning of each calendar year of the Association, the Board shall meet for the purpose of preparing the proposed operating statement or budget for the forthcoming fiscal year, and establishing the annual assessment for the forthcoming calendar year,

subject to the power of disapproval of the lot owners, as specified in Section 6 of Article II; provided, however, the Board of Directors may not establish an annual assessment for any calendar year which is more than one hundred percent (100%) of the annual assessment of the prior year (except the first such year if it should be less than twelve (12) months), without the approval by vote or written consent of lot owners holding a majority of the voting rights.

Section 5. Special Assessments. If the Board of Directors determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, delinquencies in the payment of assessments, then the Board shall determine the approximate amount necessary to defray such expenses; and if the amount is approved by a majority vote of the Board, it shall become a special assessment. The Board may, in its discretion, prorate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each owner of a lot.

Section 6. Uniform Rate of Assessment. Annual and special assessments of the Association must be fixed at a uniform rate for all lots subject to assessments; and the amount assessed to each lot shall be determined by dividing the total amount assessed by the total number of lots then within the Subdivision and subject to assessment.

Section 7. Assessment Period. The annual assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year; and annual assessments shall be payable in advance in twelve (12) equal installments unless the Board adopts some other basis for collection. However, the initial annual assessment for each lot shall be prorated for the calendar year in which the assessment becomes due and, if possible, shall be paid in escrow on the purchase of the residence.

Section 8. Notice of Assessments; Time for Payment. The Association may, in its discretion, give written notice of assessments to each lot owner, which notice shall specify the amount of the assessment and the date or dates of payment of the same. No payment shall be due fewer than fifteen (15) days after such written notice has been given. Each delinquent assessment shall bear interest at the rate of eighteen percent (18%) per annum from the date it becomes due together with a late charge of TWENTY FIVE DOLLARS AND NO/100 (\$25.00) for each delinquent installment. An assessment payment is delinquent if not paid within thirty (30) days after its due date. Failure of the Association to give notice of the assessment shall not affect the liability of the owner of any lot for such assessment, but the date when payment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given.

Section 9. Statement of Account. Upon payment of a reasonable fee, and upon written request of any lot owner or any beneficiary of a deed of trust, prospective

beneficiary, or prospective purchaser of a lot, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such lot, the amount of the current periodic assessment, and the date that such assessment becomes or became due, credit for advanced payments or prepaid items, including, but not limited to, an owner's share of prepaid insurance premiums, which statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a deed of trust of the requesting beneficiary which acquired its interest subsequent to requesting such statement.

Section 10. Collection of Assessments. The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board of Directors or its authorized representative, including any manager, can enforce the obligations of the owners of lots to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity; or the Board may enforce assessments by judicial proceedings or, to the extent permitted by NRS Chapter 116, through the exercise of the power of sale granted to the Board. Suit to recover a money judgment against an owner for unpaid assessments together with all other amounts allowed by law or described in Section 2 of this Article shall be maintainable without first foreclosing against the lot subject to the lien for such assessment or waiving the lien rights granted hereby.

Section 11. Lien for Assessments; Priority. All sums assessed to any lot pursuant to this Article, together with interest, fees, charges, fines and other expenses allowed by law shall be secured by a lien on such lot in favor of the Association as provided in NRS Chapter 116.

Section 12. Exempt Property. The following property shall be exempt from payment of assessments:

- A. All Common Areas;
- B. Any property dedicated to and accepted by any government authority or public utility; and

Section 13. Suspension. The Association shall not be required to transfer memberships on its books or to allow the exercise of rights or privileges of membership, including voting rights, to any owner or to any person claiming under said owner unless or until all assessments and charges on an owner's real estate to which the owner and lot are subject have been brought current.

Section 14. Fiscal Year. The Board may adopt a fiscal year other than the calendar year.

Section 15. Transfer Fees. Each time a lot in the Subdivision transfers ownership, a transfer fee shall be charged to the transferee by the Association. The initial transfer fee for each lot shall be \$100.00, but the Board may set a different fee of uniform application to all lots. Those transfers exempted from transfer tax under Nevada Revised Statutes 375.080 shall also be exempt from the Association transfer fee. No transfer from or to the Declarant shall be subject to a transfer fee.

ARTICLE IV PROPERTY USAGE

All uses within the Subdivision shall comply with the conditions and restrictions of this Article IV.

Section 1. Single-Family Only. Except as provided in Section 2 of this Article, only single-family dwelling units used solely for residential purposes, including private garages used in connection with said residences, shall be permitted in areas designated for single family residential use in the Evans Ranch PUD. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption or marriage living with not more than two persons who are not so related as a single household unit, or no more than three persons who are not so related living together as a single household unit, and the household employees of either such household unit.

Section 2. Business or Commercial Uses. All business, trade, commercial garage sale, moving sale, rummage sale, or similar activity is limited to the areas defined for commercial and business use in the Evan Ranch PUD, except that a single family lot owner or lessee may conduct business activities on a lot so long as: (a) the existence or operating of the business activity is not apparent or detectable by sight, sound or smell from outside the lot; (b) the business activity conforms to all zoning requirements and other applicable laws for the Subdivision; (c) the business activity does not involve regular visitation of the lot by clients, customers, suppliers or other business invitees, or door-to-door or telephone solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board.

Section 3. No Group Homes. No residence in the Subdivision may be used for a public boarding house, home for a group of unrelated persons operated or financed by a public or private institution, sanitarium, hospital, asylum, or institution of any kindred nature, or any use not permitted by local law.

Section 4. Slope Stabilization. Each owner of a lot agrees that in the event any slopes located on his lot have been planted to comply with local government or Committee requirements for stabilization of said slope or slopes, the owner shall adequately water and continuously maintain said slope or slopes. No alterations to

these stabilized slopes shall be made by the owner of such lot without first receiving approval of the City of Reno and the Design Review Committee.

Section 5. Maintenance of Fences and Walls. Each owner of a lot upon which all or a portion of a wall or fence may be located, agrees at all times to maintain, paint or repair said wall or fence.

Section 6. New Structures Only. No existing, used, constructed or partially constructed structure of any type or nature shall be moved from another place to the Subdivision for any purpose whatsoever.

Section 7. Minimum Residential Structure Size. No residential structure shall be less than _____ square feet in size.

Section 10. No Water Pollution. No use on any of the property described herein shall be allowed which in any manner or for any purpose would result in the drainage or pumping of any refuse, sewage or other material which might tend to pollute surface or subterranean waters.

Section 11. No Garbage/Trash Receptacles. No garbage, refuse, rubbish or obnoxious or offensive material shall be permitted to accumulate, be dumped or buried on any lots, and owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice. Trash receptacles shall be kept hidden from public view at all times, except when placed out for collection. Trash for collection may be placed on the street right of way line for a period not to exceed twelve (12) hours prior and subsequent to the collection services pickup time.

Section 12. Repair of Damaged Structures. No building or garage damaged by fire or otherwise damaged so that it becomes unsightly shall be permitted to remain on any lot. Such structures shall either be promptly rebuilt, refinished or torn down and removed, and in no case shall the unsightly damage remain longer than three (3) months. Any tear down or removal must have Committee approval.

Section 13. Nuisances. No use of any lot or structure subject to this Declaration shall annoy or adversely affect the use, value, occupation and enjoyment of any adjoining lot or of residences in the Subdivision in general. No noxious, offensive or disturbing activity of any kind shall be permitted.

Section 14. Excavation Restrictions. No excavating or drilling for minerals, stone, gravel, oil or other hydrocarbons, or earth shall be made upon any lot other than excavation for necessary construction purposes relating to dwelling units, retaining and perimeter walls, landscaping outbuildings and pools, contouring, shaping, fencing or generally improving any lot.

Section 15. Paints and Finishes. The exterior portions of all houses, buildings, and structures erected or constructed on a lot shall be painted with finish coat of varnish, stain or paint approved by the Committee within thirty (30) days after completion or before occupancy. At no time will the exterior of any houses, building structures and fences be allowed to approach a state of aesthetic deterioration such that they become a visual nuisance.

Section 16. Storage Restrictions. The storage of tools, household effects, inoperable vehicles, machinery and machinery parts, empty or filled containers of trash or other materials, boxes or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from public view.

Section 17. Prohibition on Clothes Lines. No exterior clothes line shall be installed on any lot, or any portion of the lot, unless completely concealed from view.

Section 18. Sign Restrictions. No sign or billboard of any kind shall be displayed to the public view on any portion of any lot, except a sign and sign location approved by the Committee.

Signs shall meet the standards of size, color and other specifications set forth by the Committee or signs not approved by the Committee may be removed by the Association from the premises where displayed. Removed signs will be held for fourteen (14) days in the administrative office of the Association to be claimed by the owner, after which time period, they may be destroyed.

Section 19. Single Family Garage Requirements. Every single-family detached dwelling unit constructed shall have on the same lot enough enclosed automobile storage space for at least two (2) automobiles. Garage doors shall remain closed at all times except when entering or exiting the garage or cleaning the garage.

Section 20. Separation of Ownerships. No lots may be subject to a deed, conveyance, agreement or other document which would effect or cause a separation into different ownerships of surface and subsurface rights, or any portion thereof. Nothing herein shall prevent the dedication or conveyance of all or a portion of any lot for use by the public utilities or as a street, in which event the remaining portion of said lot shall, for the purpose of this provision, be treated as a whole lot.

Section 21. No Occupancy Without C of O. No building, any part of which is designed for dwelling purposes, shall be in any manner occupied while in the course of original construction or until it is completed and the building has received a certificate of occupancy from the applicable government agencies.

Section 22. No Violation of Law. Nothing shall be permitted to occur on a lot which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal entity.

Section 23. Weeds. No weeds, uncultivated, diseased or infected vegetation of any kind or character shall be placed or permitted to grow upon any lot or portion thereof after commencement of a dwelling thereon.

Section 24. Subdividing and Land Use. Except as otherwise provided herein, regardless of any action of any governmental agency, no lot may be divided, subdivided or re-subdivided to a size less than the size of the lot created by a final map except by Declarant.

Section 25. Parking and Storage of Vehicles. Trailers, campers, boats, recreational vehicles, machinery, motorcycles and motor vehicles, whether they are operative, under repair, junk, inoperative or unlicensed, and other similar type objects shall not be parked on streets, alleys or other public or private thoroughfares longer than 24 hours or five days within any 30 day period. Storage of trailers, campers, boats, recreational vehicles, machinery, motorcycles and motor vehicles, whether they are operative, under repair, junk, inoperative, or unlicensed, or other similar type objects, shall only be permitted on lots if kept in a fully enclosed garage or if completely screened from view, except that this provision does not preclude operable, licensed passenger vehicles which are routinely in use from being parked in private driveways. The intent of this Section is to allow only for the loading and unloading of trailers, campers, boats and recreational vehicles on a lot and out of a garage. Parking on street, where permitted at all, is allowed only for non-residents.

Section 26. Irrigation Systems Required. Automatic sprinkler and irrigation systems shall be required for all landscaping.

Section 27. 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 which have been partially or totally destroyed and not rebuilt within a reasonable period, shall be deemed nuisances. Declarant or the Association may remove such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within fourteen (14) days from the date the Association or the Declarant posts a notice to commence such work upon then property and mails 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. Costs of the work shall be added to and become part of the assessments to which the lot is subject. The Association and Declarant, or any of their agents, employees or contractors, shall not be liable for any damage which may result from any work performed, nor shall the Association or Declarant, or any of their agents or employees, be liable for any failure to exercise the right to so perform such work on any parcel or lot.

Section 28. Maintenance of Lots. All lots whether vacant or improved, occupied or unoccupied, shall be maintained in such a manner as to prevent their

becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association or the Declarant shall have the right, after giving thirty (30) days written notice in like manner as set forth in Section ___ above, through their 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 and the Declarant have sole discretion to determine what is unsightly or unsanitary. Neither the Association nor the Declarant, nor any of the agents, employees or contractors, shall be liable for any damage which may result from any maintenance work so performed nor shall the Association or the Declarant, nor any of their agents or employees be liable for any failure to exercise the right to so maintain any lot.

Section 29. Fences and Obstructions. The following general fencing guidelines shall apply. All front yard property lines from single-family dwellings to the street shall be kept free and open, except courtyards may be allowed at the discretion of the Committee. Any fencing allowed shall consist of materials determined by the Committee and at locations approved by the Committee. The Declarant may construct a Subdivision boundary fence around all or any part of the Subdivision. This perimeter fence shall not be removed, replaced or changed in any way by lot owners. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee.

No fence, wall, hedge, tree, plant, shrub, lawn or foliage shall be planted, kept or maintained by the lot owner in such a manner as to create a potential hazard or any aesthetically unsatisfactory appearance on the lot, as determined by the Committee. No fence, structural improvement, wall, hedge, tree, shrub, planting or other obstruction to vision shall be more than three feet higher than curb level within thirty feet of the intersection of any two (2) streets on any corner lot.

Section 30. Animals. No animals (excluding fish) or fowl, including without limitation horses, cows, sheep, goats, pigs, chickens and exotic pets, except for no more than four (4) usual household pets (e.g. dogs, cats, small birds, hamsters, turtles, frogs, lizards, gerbils, nonpoisonous snakes) shall be allowed or maintained on any lot. The permitted pets shall be kept, bred, or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make unreasonably loud noises or shall otherwise be allowed to be a nuisance. No animal shall be permitted in a structure on a lot unless in a fenced enclosure, nor permitted off a lot unless such animal is under the control of a person by means of a leash or other reasonable physical restraint. No dog houses or dog runs are allowed on any lot, unless such dog houses or dog runs are screened from view by landscaping or fencing and approved by the Committee. Upon request of a lot owner, the Committee, in its

sole discretion, shall determine for the purposes of this Section whether a particular animal or fowl shall be considered as a permitted pet, whether it is a nuisance, or whether the number of animals or fowl on any lot is reasonable.

Section 31. No Antennae. Television antennae and satellite dishes over 18 inches in height or diameter, and antennae for shortwave or ham radio installations will not be installed or permitted on any lot unless totally screened from public view from all neighboring lots and Common Areas.

Section 32. Pools, Sports and Play Equipment. No above-grade swimming or wading pools, trampolines, other sports apparatus, swing sets or children's play equipment may be placed, installed, erected or attached to any structure in the Subdivision unless such apparatus is approved by the Committee. In addition, bicycles, toys and children's play equipment, motorcycles, ATVs, snowmobiles and similar vehicles must be garaged or parked in an enclosure or fenced in a manner to be hidden from public view when not in use.

Section 33. Defacing of Common Area. No tree, shrub, other landscaping or improvement within a Common Area shall be defaced or removed except at the express direction of the Association.

Section 34. Limited Access. There shall be no access to any lot or parcel on the perimeter of the Subdivision except from designated streets or roads as shown on recorded and final maps of the Subdivision, unless prior written approval is obtained from the Association.

Section 35. Operation of Motor Vehicles. Except for authorized maintenance vehicles, no motor vehicle shall be operated in any area within the Subdivision except on a street or driveway or designated trail. All speed limit and other traffic control signs erected within the Subdivision shall be observed at all times. Motorized vehicles except authorized maintenance vehicles or emergency vehicles are specifically prohibited from all open space, landscape areas, walkways or Common Areas (except streets, parking areas or designated trails).

Section 36. Completion of Landscaping. No lot may disturb or improve with the construction of a residence or through the installation of landscaping without first receiving approval from the Design Review Committee of a landscape plan prepared by a landscape architect licensed in the State of Nevada. All landscaping shown on the approved landscape plan shall be installed within six (6) months of the receipt of a Certificate of Occupancy for the structure.

Section 37. Landscaping. Each owner shall be responsible to properly and attractively landscape his lot, pursuant to approved landscape plans in a manner suitable to the character and quality of the Subdivision, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Subdivision.

Section 38. No Commercial Leasing. No single family lot 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 Section shall prevent an owner of a lot from renting the lot and improvements thereon for residential use during periods of such owner's absence.

Section 39. Disturbing Activities. Activities which materially disturb or destroy the vegetation, wildlife or air quality within the Subdivision or which use excessive amounts of water or which result in unreasonable levels of sound or light are prohibited.

Section 40. Discharge of Weapons. The discharge or use of firearms or other weapons within the Subdivision is prohibited. The terms "firearms and weapons" includes without limitation "B-B" guns, pellet guns, bows and arrows, pistols, rifles, shotguns, sling shots and other firearms and weapons of all types, regardless of size.

Section 41. No Temporary Structures. Except for Declarant in connection with its development, construction and sale of lots and residences within the Subdivision, no temporary structures of any form or type, including self-contained camper trailer units or modular housing, shall be permitted as a dwelling unit on any lot or parcel. No garage or outbuilding shall be constructed before commencing construction of the main dwelling unit, and further, no trailer, garage, basement, outbuilding or modular housing or other structure other than the completed main dwelling unit shall be used for temporary or permanent living quarters, except as provided herein. No covering or tent, if visible from any roadway, is permitted on any lot for a period longer than 24 hours.

Section 42. Variances. The Committee may, at its sole discretion, grant variances to the provisions of this Article IV over which it exercises the power of approval, and the Board may grant variances to any other provisions of this Article IV. No variance granted shall constitute a waiver or restrict enforcement of any other provision hereof, or constitute a precedent for granting another variance.

ARTICLE V ARCHITECTURAL STANDARDS

As more particularly specified in Article IX, Sections 2 and 3, Declarant and Declarant's Contractors are exempt from provisions of this Article V and compliance with Design Guidelines. Otherwise, all Builders, lot owners and construction within the Subdivision shall comply with the standards specified in this Article V.

Section 1. Design Guidelines. The Committee shall adopt by a majority vote Design Guidelines establishing the architectural standards for construction and uses on all lots within Evans Ranch. These guidelines shall include method to assure variations in color, style, material and the like between subdivisions within Evans Ranch. Once adopted, the Design Guidelines may be amended by a majority vote from time to time,

in the Committee's sole discretion. Copies of the Design Guidelines shall be available to each lot owner at the time of close of escrow and shall be maintained at the office of the Committee. Design Guidelines are intended to be minimum requirements. The Committee may, on a case-by-case basis, adopt or impose more stringent design requirements.

Section 2. Views. No representation or warranties, covenants or agreements are made by the Declarant or Association or their agents, with respect to the presence or absence of any current or future view, scene or location advantage from any portion of a lot within the Subdivision. The view, scene or location advantage may be adversely affected currently or in the future by construction or changes to the following, including, without limitation, residential homes or other structures and facilities, utility facilities, landscaping, Common Areas, public facilities, streets, neighborhood amenities and other activities, development or occurrences whether on other land or on adjacent and nearby lots. No representations, warranties, covenants or agreements are made by Declarant, Association or their agents concerning the preservation or permanence of any view, scene or location advantage for the lot. Association and Declarant are not responsible or liable for any impairment of such view, scene or location advantage for any perceived or actual loss of value of the lot resulting from such impairment. Lot owners are solely responsible for analyzing and determining all risks concerning the current and future value of any view, scene or location advantage and the potential or existing impairment thereof and the risks of preserving the view, scene or location advantage.

ARTICLE VI ARCHITECTURAL CONTROLS AND DESIGN REVIEW COMMITTEE

Section 1. Committee Establishment and Membership. The Evans Ranch Design Review Committee of the Association is hereby established. Each Committee member shall have an indefinite term and serve at the discretion of the Board and, during the period of Declarant Control specified in Article II, Section 5 of this Declaration or for a period of ten (10) years, whichever is later, shall be subject to approval by Declarant, which approval may be withheld or withdrawn at any time at Declarant's sole discretion.

The Committee shall be composed of not less than three (3) members, to be appointed by the Board, 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 exception of the first Committee), with the first Committee to consist of _____ . Committee members shall be subject to removal by the Board, and any vacancies from time to time existing shall be filled by appointment of the Board, except that the Committee need have no more than three (3) members. A quorum of the Committee 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.

Section 2. Written Approval of Plans. Before commencing any building operations, written approval must be obtained from the Committee covering building and plot plans for all structures erected, altered, renovated, remodeled, placed, assembled, or permitted to remain on any lot in Evans Ranch, including garages, walks, fences, dog runs, landscaping and walls; except, however that approval of the Committee shall not be required for building operations conducted by Declarant, its successors and assigns. The approval of said Committee shall include style, design, appearance, harmony of external design, building materials, location of the proposed structure with respect to topography, finish grade elevation and the street frontage. No approval shall be construed as modifying, altering or waiving any of the provisions herein set out unless a variance is issued by the Committee.

Committee approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. 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 thereof to the Committee, as in the case of erecting new structures.

Each lot owner shall be responsible to properly and attractively landscape his lot, and maintain such landscaping. A landscape plan is to be part of the house plans and is to be submitted to the Committee for approval. Landscaping must be completed as specified in the landscape plan within six (6) months of obtaining a certificate of occupancy of the main dwelling on a lot, subject to extensions granted by the Committee.

Section 3. Committee Powers. The Committee shall have the power to adopt Design Guidelines as well as rules and regulations, and to render decisions on such matters as are subject to approval, review or consideration of the Committee under this Declaration, or as may be referred to the Committee by the Association, in accordance with such rules, Design Guidelines 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.

Section 4. Time of Decision. The decision of a majority of the Committee, acting in good faith in its sole discretion, upon any matters submitted or referred to it, shall be final. It is further provided that if no rejection shall have been sent by the Committee to an applicant within 45 days from the date of receipt of a submittal or as otherwise provided in the Design Guidelines, such inaction shall be deemed approval. Any decision or approval by the Committee shall not relieve an applicant or owner from complying with any requirements of a public authority having jurisdiction, and shall not constitute any representation or guaranty by the Committee or a member thereof of compliance of the submitted matter with any statute, ordinance or regulation pertaining thereto.

Section 5. No Improvements Without Approval. No building, garage, shed, walkway, satellite dish, fence, wall, retaining wall, dog run, drainage ditch or system, or any other structure shall be commenced, erected, placed or altered on any lot in Evans Ranch until the building plans and specifications thereof have been submitted to and approved in writing as to conformity and harmony of external design with the existing structures or general scheme in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Committee.

Section 6. Grounds for Disapproval. The Committee may disapprove any application for any of the following reasons:

- A. If such application does not comply with this Declaration, or any rules or regulations promulgated by the Association or the Committee;
- B. Because of the dissatisfaction of the Committee, in the Committee's sole discretion, 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.

Section 7. Rules and Regulations. The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria, whether as a portion of the Design Guidelines, or as separate provisions, which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; additional architectural guidelines; provisions for notice of approval or disapproval, and various approval criteria. Copies of such rules shall, if adopted, be available to each owner of a lot or parcel within the Subdivision at the time of close of escrow and shall be maintained at the office of the Committee.

Section 8. No Inspection Required. No inspection of construction for which plans and specifications have been or should be approved by the Committee shall be required of the Committee, although all Committee members shall have the right to inspect all improvements to ascertain compliance with the provisions of Article V and VI.

Any member of the Committee also has the right at all reasonable times and places to enter on a lot and inspect any structure for purposes of compliance with approved plans and specifications provided such right to entry shall not include the right to enter a completed occupied dwelling without the consent of the occupant.

Section 9. Conformance to Plans Required. After any plans and specifications and other data submitted have been approved by the committee, no structure of any kind shall be erected, constructed, placed, altered, or maintained upon a lot unless the same shall be erected, constructed or altered in conformity with the plans and specifications, color scheme and plot plan approved by the Committee. If any structure of any kind shall be erected, constructed, placed, altered or maintained on a lot other than in accordance with the plans and specifications, color scheme and plot plan theretofore approved by the Committee, such erection, construction, placing, alterations and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained.

Section 10. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Article where literal application thereof results in unnecessary hardship and if the granting thereof in the opinion of the Committee will not be materially detrimental or injurious to owners of other lots.

Section 11. Certification of Compliance. At any time prior to completion of construction of any improvements, the Committee may require a certification upon such form as it shall furnish from the Builder, contractor, owner or licensed surveyor that such improvement does not violate any height restriction, set-back rule, ordinance or statutes, 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 and all laws governing contractors pursuant to Nevada Revised Statutes, to include, but not limited to, providing committee with insurance coverage, etc.

Section 12. Compensation and Filing Fee. Members of the Committee may be compensated by reasonable fees charged for Committee services to those requesting actions by the Committee, if said fees are approved by the Board. As a means of defraying its expenses, the Committee shall require a filing fee set by the Committee to accompany the submission of plans and specifications for a single-family home and a filing fee for submitting plans for remodeling or additions or exterior redecorating color scheme.

Section 13. Liability. Notwithstanding the approval by the Committee of plans and specifications, neither it, the Declarant, 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 Subdivision 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.

Section 14. Principal Office. The principal office of the Committee shall be at 6560 SW McCarran Blvd., Suite A, Reno, Nevada 89509, or at such other address as the Committee shall notify the Association of in writing from time to time.

Section 15. Enforcement. In the event any improvement shall be commenced without Committee approval as herein required, or in the event any improvement is constructed not in conformation with plans therefore approved by the Committee, or not in conformance with this 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 herein, the Committee shall also have the power and authority to institute arbitration, legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this Declaration, and to recommend fines for levy by the Board. All costs of dispute resolution, including attorney's fees, shall be charged to and paid by the lot owner if the Association prevails. Such charges shall constitute a lien on such owner's lot as provided in Article III hereof from the date of entry of the judgment therefore in the judgment docket. In the event the Association is not successful, each party shall pay its own costs and attorney's fees.

ARTICLE VII OTHER EASEMENTS

Section 1. Reservation. The following easements (also constituting irrevocable licenses) over each lot and all Common Areas, and the right of ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and where applicable are granted for the benefit of the Association and the Declarant:

A. Utilities. Such easements for the installation, maintenance and operation of all utilities as shown on recorded final maps of Subdivision lots or parcel maps, together with the right to extend all utility services within such easements to other areas being developed within the Subdivision (including street lights) and the right to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance and operation.

B. Perimeter Fence. An easement for the installation, maintenance, repair and reconstruction of a perimeter fence within fifteen (15) feet of the exterior Subdivision boundary, together with the right to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance, repair and reconstruction.

C. Common Areas. An easement on, over and under all Common Areas, in the Subdivision for the purpose of installing, maintaining and operating utilities to serve any portion of the Subdivision; for purposes of drainage control; for access to

any lot; for the purpose of construction or maintenance of Common Area improvements or Subdivision improvements; and for providing access to undeveloped portions of the Subdivision for any and all purposes at any and all times, including, but not by way of limitation, the right to use said Common Areas during construction of improvements on undeveloped portions of the Subdivision.

D. Signs. An easement within ten (10) feet of a street or other Common Area for the installation of street and traffic signs (or other signs reasonably related to the regulation or enforcement of provisions of this Declaration) on all Subdivision lots, together with the right to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance, repair and reconstruction.

E. Right of Entry. The Association shall have the right, but not the obligation, to enter upon any lot for emergency, security and safety reasons or to perform maintenance allowed or required of Association pursuant to provisions of this Declaration or pursuant to City of Reno requirements, as well as for the purpose of insuring compliance with this Declaration, which by right may be exercised any member of the Board or the Committee, officers, agents, employees and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation or as otherwise provided in these Articles, entry shall only be during reasonable hours and after notice to the lot owner. However, this right shall not authorize entry into any occupied single-family dwelling without permission of the occupant, except by emergency personnel acting in their official capacities.

Section 2. Transfer of Easements. A conveyance of a Common Area to the Association shall also transfer to the 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, which transfer shall not diminish the rights in and to said easements herein reserved to Declarant. Nothing set forth herein shall be construed to impose on Declarant any duty or obligation of maintenance of Common Areas or improvements thereon after conveyance of the Common Areas to the Association.

Section 3. Use or Maintenance by Owners. The areas of any lot affected by the easements reserved in this Article shall not be improved with structures 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.

Section 4. Liability for Use of Easement. No owner shall have any claim or cause of action against the Declarant or the Association arising out of the use or nonuse by any person of any easement reserved or created by this Declaration.

Section 5. Modification. None of the easements and rights granted under this Article VII may be modified, terminated or abridged without the written consent of the persons in whose favor such easements run.

ARTICLE VIII PROTECTION OF LENDERS

Section 1. Encumbrance of Lots Permitted. Any lot may be encumbered with a deed of trust.

Section 2. Non-Liability for Unpaid Assessments. Any beneficiary of a first deed of trust who acquires title to a lot pursuant to the judicial or non-judicial remedies provided in the deed of trust shall take the lot free of any claims for unpaid assessments or Association charges (as specified in Articles II and III) against the encumbered lot that accrue prior to the time such beneficiary so acquires ownership; provided, however, after the foreclosure of any such deed of trust, or after a conveyance of any lot to such beneficiary by deed in lieu of foreclosure, such lot shall remain subject to the provisions of this Declaration; and the amount of all regular and special assessments, to the extent they relate to the expenses incurred subsequent to such foreclosure sale or to the recordation of the deed in lieu of foreclosure, shall be assessed hereunder to the grantee or purchaser thereunder.

Section 3. Breach of Covenants. A breach by an owner of any of the provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value; provided, however, the provisions of this Declaration shall be binding upon the owners whose title thereto is acquired under foreclosure, trustee's sale, or otherwise.

Section 4. Notice of Default. Upon written request to the Association (as defined below), the beneficiary of a first deed of trust encumbering a lot shall be entitled to written notification from the Association of any default by the owner of the lot in the performance of such owner's obligations under this Declaration or the Association Articles or Bylaws that is not cured within ninety (90) days.

Section 5. Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the Association Articles shall give a lot owner, or any other party, priority over any rights of a first deed of trust beneficiary in the case of a distribution to owners of insurance proceeds or condemnation awards.

Section 6. Appearance at Meetings. Because of its financial interest in the Subdivision, any beneficiary of a first deed of trust may appear (but cannot vote) at meetings of the members and the Association Executive Board.

Section 7. Examination of Records. Beneficiaries of first deeds of trust shall have the right to examine the books and records of the Association and can require the

submission of financial data concerning the Association, including annual audit reports and operating statements as and when furnished to the owners.

ARTICLE IX LIMITATION OF RESTRICTIONS

Section 1. General. Declarant and any Successor Declarant may be undertaking the work of constructing improvements to the Subdivision or on lots. The completion of such construction and the sale or other disposal of the lots is essential to the establishment and welfare of the Subdivision as a residential community. The rights granted to Declarant which are contained in this Article are personal to Declarant and any Successor Declarant, and may only be transferred by a written assignment duly recorded from the Declarant to a Successor Declarant, or from Successor Declarant to another Successor Declarant.

Section 2. Limitations on Restrictions. Nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, its contractors or subcontractors from doing on the Subdivision or on any lot whatever is reasonably necessary or advisable in connection with the commencement or completion of the above described work;

B. Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part of the Subdivision such structures as may be reasonably necessary for the conduct of its business of completing the work, establishing the Subdivision as a residential community, and disposing of the lots by sale, lease or otherwise;

C. Prevent Declarant from maintaining such signs on any part of the Subdivision owned by Declarant or by the Association as may be necessary for the sale, lease or disposition of lots;

D. Prevent Declarant from utilizing mobile homes or temporary structures as sales offices or for construction activities; and

E. Allow any lot owners or Association to enforce any provision of Articles IV, V and VI against Declarant, it being the intent of this subsection to exempt Declarant completely from compliance with the provisions of Articles IV, V and VI regarding Declarant's activities and lots owned by Declarant.

Section 3. Declarant's Contractor. Declarant intends to sell lots and build improvements and residences in association with other contractors. Any construction or other activity by these contractors or a contractor with a similar relationship to Declarant, shall be deemed the construction or activity of Declarant for purposes of this Declaration.

Section 4. Modification. The provisions of this Article may not be amended, terminated or abridged without the written consent of the Declarant.

ARTICLE X MISCELLANEOUS GENERAL PROVISIONS

Section 1. Enforcement. Except as expressly limited herein, Association, Declarant or any lot owner shall have the right to enforce the provisions of this Declaration nor or hereafter imposed by arbitration as prescribed by Nevada Revised Statutes 38.300-360, or by any proceeding at law or in equity. Failure by the Association, Declarant or by any lot owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. The Association may establish and impose administrative procedures for resolving claims or disputes arising from the interpretation, application or enforcement of any provisions stated herein or specified in the Articles, Bylaws or rules and regulations adopted by the Association or the Committee.

Section 2. 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.

Section 3. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 4. Amendment. This Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless the owners of not less than a majority of the lots agree to terminate this Declaration, effective at the end of the then current ten (10) year extension period, in which case a notice signed by the lot owners must be executed and recorded. Subject to the provisions of Article I, Section 4, Article VII, Section 5, Article IX, Section 4 and Article X, Section 3, this Declaration may be amended by an instrument signed by at least the owners of not less than a majority of the lots. Any amendment must be recorded or it has no effect. For purposes of this Section, the signature of one of the owners, for a lot with more than one owner, shall be deemed sufficient. So long as Declarant owns any portion of the real property described in Exhibit "A", Declarant may amend the Declaration.

Section 5. Assignment. Declarant may assign all or part of its rights hereunder only by a written assignment, properly recorded in the office of the Washoe County Recorder.

Section 6. Approval of Declarant. In all circumstances described herein in which Declarant has the right of approval, said approval and any request for approval shall be in writing. Declarant shall have a minimum of thirty (30) days after a request to approve or deny. If Declarant has not issued its written approval or denial within said thirty (30) days, the request shall be deemed approved.

Section 7. Liability. Declarant disclaims any liability for repairs or maintenance of roads, or other improvements, including utility lines located within the Common Areas of the Subdivision, from and after the date of conveyance of such Common Areas to the Association. Neither Declarant, City of Reno, the Committee, Association nor any lot owner shall be deemed liable in any manner whatsoever to any other lot owner in the Subdivision or third party for any claim, cause of action or alleged damages resulting from:

A. Design concepts, aesthetics, latent or patent errors or defects in design or construction, whether shown or omitted on any plans and specifications which may be approved, or any buildings or structures erected therefrom; and

B. Any waiver of or failure to enforce a provision hereof, or failure to inspect or certify compliance with approved plans and specifications.

Section 8. Attorneys Fees and Costs. In an action to enforce or administer the provisions hereof, the prevailing party shall be entitled to reasonable attorneys fees and costs.

Section 9. Cumulative Rights/Waiver. Remedies specified herein are cumulative and any specification of them herein shall not be taken to preclude an aggrieved party's resort to any other 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.

Section 10. Grantee's Acceptance. Each grantee or purchaser of any lot or parcel within the Subdivision 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 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 Subdivision, 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 Subdivision

and all parts and projected units therein in substantially the manner heretofore approved by the City of Reno.

Section 11. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof.

Section 12. Interpretation. The Association shall have the sole right and authority to interpret any of the provisions of this Declaration, which interpretation shall, so long as the same is reasonable, be conclusive.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand.

DECLARANT:

**Wallach IX, LLC, a Nevada
limited liability company**

By _____

STATE OF NEVADA)

) ss.

COUNTY OF WASHOE)

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared _____, to me known and known to be the person described in and who executed the foregoing instrument as the Manager of Wallach IX, LLC, a Nevada limited liability company, a limited liability company named therein, and acknowledged before me that he executed the same as such officer, in the name of and for and on behalf of the said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this ____ day of _____, 2007.

NOTARY PUBLIC

EXHIBIT "A"

Legal Description

TRAFFIC ANALYSIS-EVANS RANCH/WHITE LAKE VISTAS

SOLAEGUI
ENGINEERS

November 14, 2007

Mr. William Gall
City of Reno
P.O. Box 1900
Reno, NV 89505

RE: Evans Ranch/White Lake Vistas

Dear Bill:

At the request of our client, we are providing this traffic analysis for Evans Ranch and White Lake Vistas. The proposed development will be located in the City of Reno, Nevada. The Evans Ranch project site is located west of Red Rock Road and north of Village Parkway and White Lake Vistas project site is located south of White Lake Parkway and north of White Lake. The locations of the sites are shown in Figure 1. The project sites are generally undeveloped land. Red Rock Road, Village Parkway and White Lake Parkway in the vicinity of the project sites have been identified for roadway capacity analysis for the year 2018, year 2030 and year 2040 scenarios. The purpose of this letter is to address the project's impact on the adjacent street network.

The Evans Ranch development will include the construction of 5,260 single family dwelling units and 300 townhouse units and White Lake Vistas development will include the construction of 324 single family dwelling units, 31 acres of industrial commercial development and 55 acres of neighborhood commercial development. The information contained in this letter includes trip generation calculations, trip distribution and a review of roadway segment requirements.

Existing and Proposed Roadways and Intersections

Red Rock Road is a four-lane roadway with two lanes in each direction between U.S. 395 northbound ramps and Moya Boulevard. Red Rock Road is a two-lane roadway with one lane in each direction north of Moya Boulevard and south of U.S 395 northbound ramps. The speed limit is posted for 40 miles per hour. Roadway improvements include a mix of graded shoulders and curb, gutter and sidewalks.

Solaegui Engineers Ltd. • 715 H Street • Sparks, Nevada 89431 • 775/358-1004 • FAX 775/358-1098

Civil & Traffic Engineers
e-mail: rsolaegui@solae.com

Village Parkway is a two-lane roadway with one lane in each direction in the vicinity of the site. The speed limit is posted for 35 miles per hour in the vicinity of the site. Roadway improvements include paved travel lanes and graded shoulders.

White Lake Parkway is a two-lane roadway with one lane in each direction in the vicinity of the site. The speed limit is posted for 35 miles per hour in the vicinity of the site. Roadway improvements include graded shoulders with some curb, gutter, and sidewalk improvements along developed frontages.

Trip Generation

In order to assess the magnitude of traffic impacts of the proposed developments on the key roadways, trip generation rates and peak hours had to be determined. Trip generation rates were obtained from the Seventh Edition of *ITE Trip Generation* (2003) for Land Use 210: Single Family Detached Housing, Land Use 230: Residential Condominium/Townhouse, Land Use 750: Office Park and Land Use 820: Shopping Center.

Chapter 5 of the *ITE Trip Generation Handbook* Provides guidelines for quantifying pass-by trips for shopping center. Pass-by trips are made as intermediate stops on the way from an origin to a primary trip destination and are attracted directly from the adjacent street traffic stream. The *ITE Trip Generation Handbook* indicates that 34% of the PM peak hour trips generated by the shopping center land use are pass-by trips. AM peak hour pass-by rates are typically 10% less than the PM peak hour pass-by rates. A pass-by rate of 24% was therefore assumed for the AM peak hour. The AM and PM peak hour pass-by rates were averaged and applied to the average daily traffic.

Trips generated by the proposed development were calculated for the peak hours between 7:00 and 9:00 AM and 4:00 and 6:00 PM, which correspond to the peak hours of adjacent street traffic. The trip generation worksheet is included in the Appendix. Table 1 shows a summary of the average daily traffic (ADT) volumes and peak hour volumes generated by the proposed development.

**TABLE 1
TRIP GENERATION**

<u>LAND USE</u>	<u>ADT</u>	<u>AM PEAK HOUR</u>			<u>PM PEAK HOUR</u>		
		<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>	<u>IN</u>	<u>OUT</u>	<u>TOTAL</u>
EVANS RANCH							
Single Family Housing 5,260 Dwelling Units	50,338	999	2,946	3,945	3,366	1,946	5,312
Townhouse 300 Dwelling Units	1,758	21	111	132	105	51	156
WHITE LAKE VISTAS							
Single Family Housing 324 Dwelling Units	3,101	62	181	243	207	120	327
Office Park 31 Acres	6,048	732	64	796	131	745	876
Shopping Center 480,000 Square Feet	20,611	302	192	494	864	936	1,800
Pass-by-Reduction	<u>-5,977</u>	<u>-59</u>	<u>-59</u>	<u>-118</u>	<u>-306</u>	<u>-306</u>	<u>-612</u>
New Trips	14,634	243	133	376	558	630	1,188
TOTAL TRIP GENERATION	81,856	2,116	3,494	5,610	4,673	3,798	8,471
TOTAL PASS-BY-TRIPS	<u>-5,977</u>	<u>-59</u>	<u>-59</u>	<u>-118</u>	<u>-306</u>	<u>-306</u>	<u>-612</u>
TOTAL NEW TRIPS	75,879	2,057	3,435	5,492	4,367	3,492	7,859

Existing and Projected Traffic Volumes

Figure 2 shows the year 2018, year 2030 and year 2040 average daily traffic volumes on the key roadways. Future year 2018, year 2030 and year 2040 average daily traffic volumes on key roadways were obtained directly from the Regional Transportation Commission's traffic forecasting model.

Roadway Capacity Analysis

Red Rock Road, Village Parkway and White Lake Parkway were reviewed for capacity for the year 2018, year 2030 and year 2040 traffic volumes based on the average daily level of service thresholds established by the Regional Transportation Commission.

Red Rock Road is classified as a moderate access control rural highway from U.S. 395 to North Valley. Village Parkway is classified as a moderate access control arterial from U.S. 395 to Georgetown Drive. White Lake Parkway is classified as a moderate access control arterial from U.S. 395 to Village Parkway. Village Parkway east of Georgetown Drive is not classified as a regional roadway but was reviewed as a moderate access control arterial. Table 2 shows the daily level of service thresholds for moderate access control arterial.

TABLE 2
LEVEL OF SERVICE CRITERIA FOR ROADWAY SEGMENTS

FACILITY/LANES	LOS A-C	AVERAGE DAILY TRAFFIC VOLUME		
		LOS D	LOS E	LOS F
Moderate Access Arterial				
2 Lanes	≤14,800	14,801-17,500	17,501-18,600	>18,600
4 Lanes	≤32,200	32,201-35,200	35,201-36,900	>36,900
6 Lanes	≤49,600	49,601-52,900	52,901-55,400	>55,400
8 Lanes	≤66,800	66,801-70,600	70,601-73,900	>73,900

A summary of the "Level of Service" (LOS) operation for the roadway segments is shown in Table 3.

TABLE 3
ROADWAY SEGMENT LEVEL OF SERVICE RESULTS

ROADWAY	2018 Base	2030 Base	2040 Base
RED ROCK ROAD			
South of Osage Road	13,600	22,800	23,000
2 Lane Moderate	C	F	F
4 Lane Moderate	C	C	C
South of Silver Knolls Boulevard	10,500	19,100	19,100
2 Lane Moderate	C	F	F
4 Lane Moderate	C	C	C
North of Silver Knolls Boulevard	8,700	16,300	16,300
2 Lane Moderate	C	D	D
4 Lane Moderate	C	C	C

TABLE 3(Continued)
ROADWAY SEGMENT LEVEL OF SERVICE RESULTS

<u>ROADWAY</u>	<u>2018 Base</u>	<u>2030Base</u>	<u>2040 Base</u>
RED ROCK ROAD			
South of Placerville Road	8,000	15,000	14,700
2 Lane Moderate	C	D	C
4 Lane Moderate	C	C	C
South of Lemmon Drive	1,200	1,900	1,900
2 Lane Moderate	C	C	C
VILLAGE PARKWAY			
East of U.S. 395	12,600	18,700	19,300
2 Lane Moderate	C	F	F
4 Lane Moderate	C	C	C
North of White Lake Parkway	18,100	24,800	24,900
2 Lane Moderate	E	F	F
4 Lane Moderate	C	C	C
East of Georgetown Drive	4,300	9,100	10,500
2 Lane Moderate	C	C	C
WHITE LAKE PARKWAY			
Immediately North of U.S. 395	17,200	19,900*	19,300*
2 Lane Moderate	D	F	F
4 Lane Moderate	C	C	C
Further North of U.S. 395	7,200	9,900	9,300
2 Lane Moderate	C	C	C
South of Crystal Canyon Boulevard	6,800	9,200	8,600
2 Lane Moderate	C	C	C
North of Crystal Canyon Boulevard	6,400	8,900	8,400
2 Lane Moderate	C	C	C

* FACTORED VALUE

Red Rock Road

Red Rock Road was reviewed for capacity as a moderate access control arterial. The existing two-lane sections south of Osage Road and Silver Knolls Boulevard are anticipated to operate at level of service C for the year 2018 scenario and level of service F for the year 2030 and 2040 scenarios. For the year 2030 and 2040 scenarios, Red Rock Road south of Osage Road and Silver Knolls Boulevard will need to be widened to four lanes in order to maintain level of service C operation. The RTC's 2030 Regional Transportation Plan indicates that Red Rock Road between Moya Boulevard and Silver Knolls Boulevard will be widened from two to four lanes in the 2021 to 2030 timeframe.

The existing two-lane section north of Silver Knolls Boulevard is anticipated to operate at level of service C for the year 2018 scenario and level of service D for the year 2030 and 2040 scenarios. For the year 2030 and 2040 scenarios, Red Rock Road north of Silver Knolls Boulevard will need to be widened to four lanes in order to maintain level of service C operation. The existing two-lane section south of Placerville Road is anticipated to operate at level of service C for the year 2018 and 2040 scenarios and level of service D for the year 2030 scenario. For the year 2030 scenario, Red Rock Road south of Placerville Road will need to be widened to four lanes in order to maintain level of service C operation. The existing two-lane section south of Lemmon Drive is anticipated to operate at level of service C for all scenarios. No improvements are planned for Red Rock Road north of Silver Knolls Boulevard in the RTC's 2030 Regional Transportation Plan.

Village Parkway

Village Parkway was reviewed for capacity as a moderate access control arterial. The existing two-lane section east of U.S. 395 is anticipated to operate at level of service C for the year 2018 scenario and level of service F for the year 2030 and 2040 scenarios. For the year 2030 and 2040 scenarios, Village Parkway east of U.S. 395 will need to be widened to four lanes in order to maintain level of service C operation. The existing two-lane section north of White Lake Parkway is anticipated to operate at level of service E for the year 2018 scenario and level of service F for the year 2030 and 2040 scenarios. For all scenarios, Village Parkway north of White Lake Parkway will need to be widened to four lanes in order to maintain level of service C operation. The existing two-lane section east of Georgetown Drive is anticipated to operate at level of service C for all scenarios. No improvements are planned for Village Parkway in the RTC's 2030 Regional Transportation Plan.

White Lake Parkway

White Lake Parkway was reviewed for capacity as a moderate access control arterial. The existing two-lane section immediately north of U.S. 395 is anticipated to operate at level of service D for the year 2018 scenario and level of service F for the year 2030 and 2040 scenarios. For all scenarios, White Lake Parkway immediately north of U.S. 395 will need to be widened to four lanes in order

to maintain level of service C operation. The existing two-lane sections further north of U.S. 395 extending north of Crystal Canyon Boulevard are anticipated to operate at level of service C for all scenarios. No improvements are planned for White Lake Parkway in the RTC's 2030 Regional Transportation Plan.

Site Plan Review


It is anticipated that Evans Ranch project site will get the access from Red Rock Road and Village Parkway and White Lake Vistas project site will get the access from White Lake Parkway and Village Parkway.

RECOMMENDATIONS

It is recommended that any required signing, striping or traffic control improvements comply with Nevada Department of Transportation and Washoe County requirements.

We trust that this information will meet your requirements. Please call if you have any questions or comments.

Very truly yours,
SOLAR ENGINEERING AND
PAUL W. SALAS
Paul W. Salas, P.E.
Nevada State Board of Engineers
No. 7163

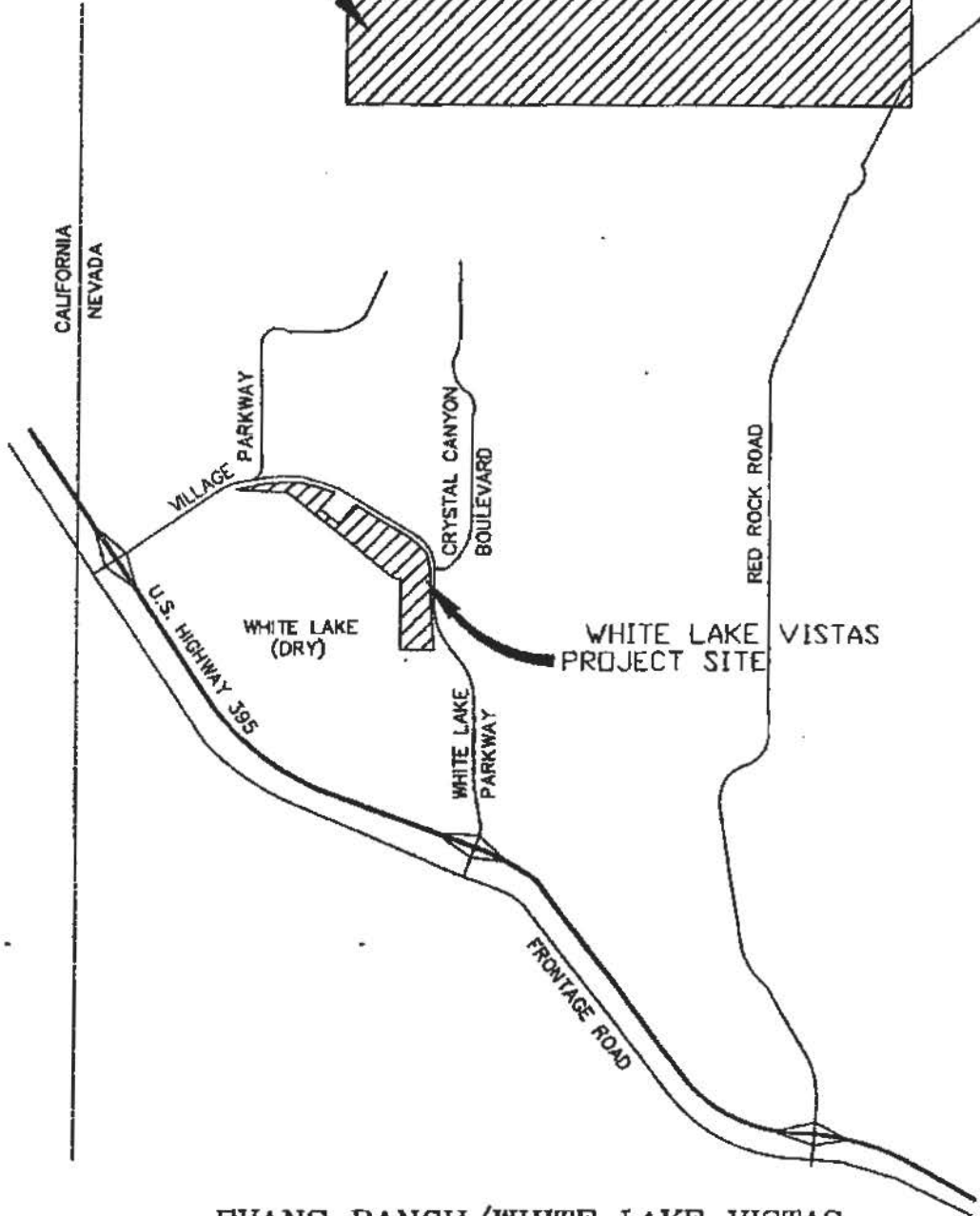
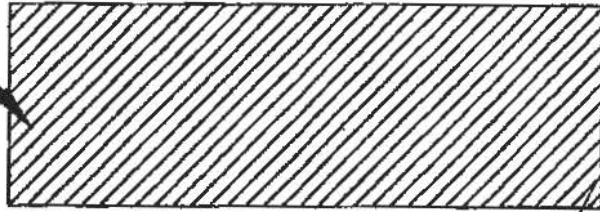


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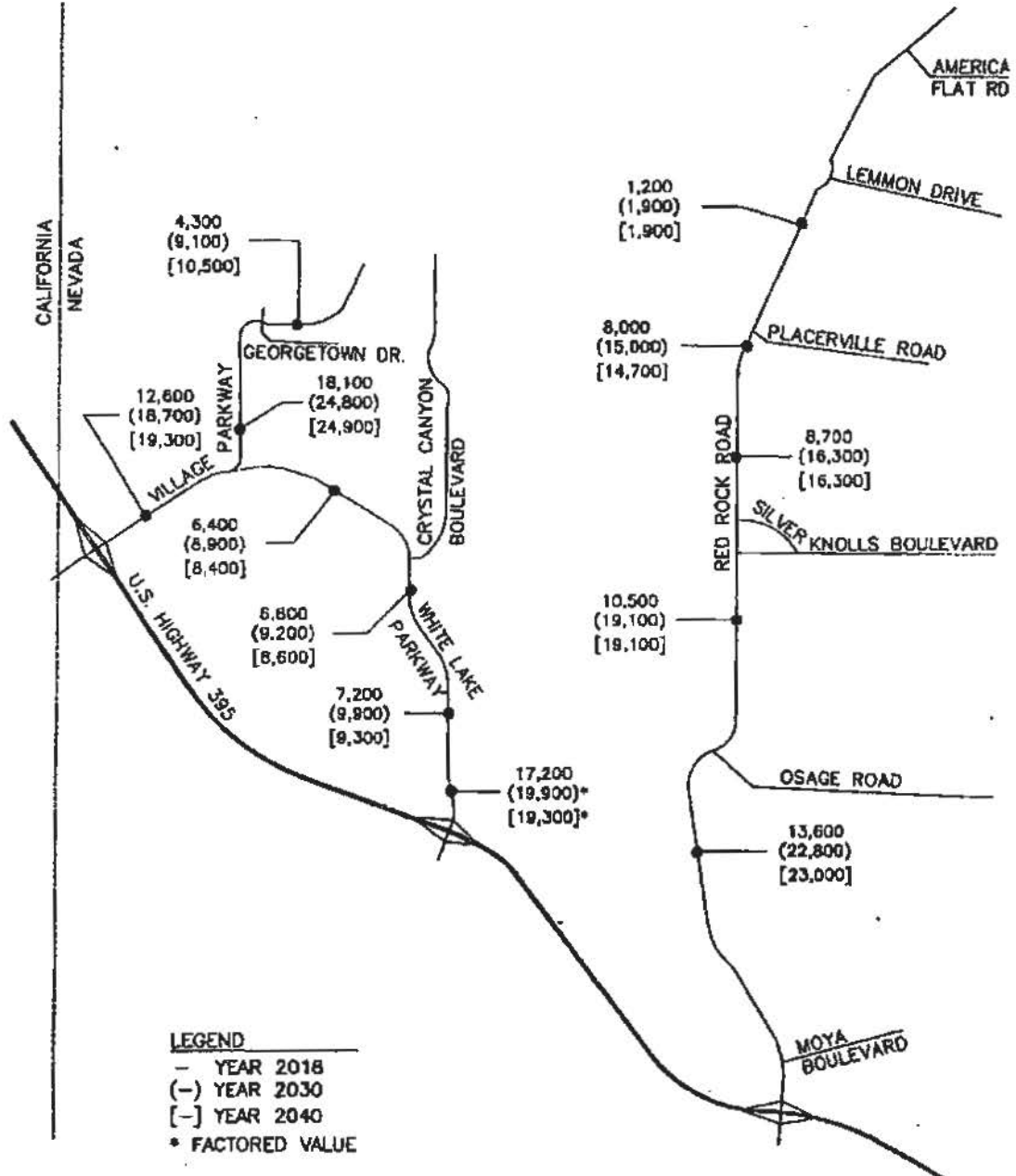
Enclosures
Eng 6/Leners/Keno/Evans Ranch-Update

SOLAEGUI
ENGINEERS LTD.

EVANS RANCH
PROJECT SITE



EVANS RANCH/WHITE LAKE VISTAS
VICINITY MAP
FIGURE 1



EVANS RANCH/WHITE LAKE VISTAS
AVERAGE DAILY TRAFFIC VOLUMES
FIGURE 2

EVANS RANCH
 Summary of Average Vehicle Trip Generation
 For 5260 Dwelling Units of Single Family Detached Housing
 October 08, 2007

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-6 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	50338	999	2946	3366	1946
		24 hour Two-Way Volume		Peak Hour	
		Enter	Exit	Enter	Exit
Saturday		53126		2683	2262
Sunday		46183		2420	2104

Note: A zero indicates no data available.
 Source: Institute of Transportation Engineers
 Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

EVANS RANCH
 Summary of Average Vehicle Trip Generation
 For 300 Dwelling Units of Residential Condominium / Townhouse
 October 08, 2007

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-5 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	1758	21	111	105	51
	24 hour Two-Way Volume	Peak Hour			
		Enter	Exit		
Saturday	1701	75	66		
Sunday	1452	66	69		

Note: A zero indicates no data available.
 Source: Institute of Transportation Engineers
 Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

WHITE LAKE VISTAS
 Summary of Average Vehicle Trip Generation
 For 324 Dwelling Units of Single Family Detached Housing
 October 08, 2007

	24 Hour Two-Way Volume	7-9 AM Pk Hour Enter	Exit	4-6 PM Pk Hour Enter	Exit
Average Weekday	3101	62	181	207	120

	24 hour Two-Way Volume	Peak Hour	
		Enter	Exit
Saturday	3272	165	139
Sunday	2845	149	130

Note: A zero indicates no data available.
 Source: Institute of Transportation Engineers
 Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

WHITE LAKE VISTAS
 Summary of Average Vehicle Trip Generation
 For 31 Acres of Office Park
 October 08, 2007

	24 Hour Two-Way Volume	7-9 AM Pk Hour		4-6 PM Pk Hour	
		Enter	Exit	Enter	Exit
Average Weekday	6048	732	64	131	745

	24 hour Two-Way Volume	Peak Hour	
		Enter	Exit
Saturday	909	57	16
Sunday	424	27	39

Note: A zero indicates no data available.
 Source: Institute of Transportation Engineers
 Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

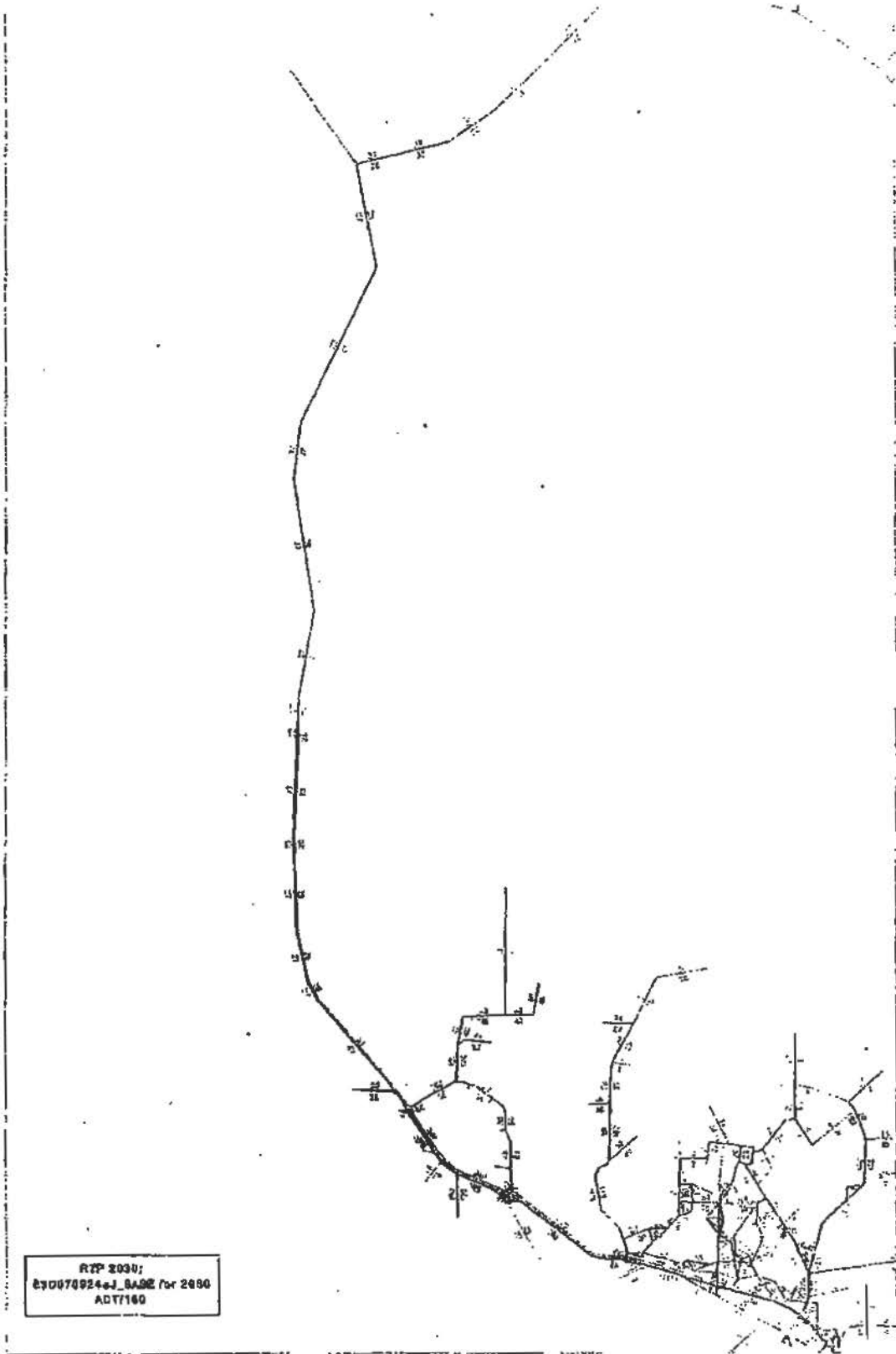
WHITE LAKE VISTAS
 Summary of Average Vehicle Trip Generation
 For 480 T.G.L.A. of Shopping Center
 October 08, 2007

	24 Hour Two-Way Volume	7-9 AM Pk Hour Enter	Exit	4-6 PM Pk Hour Enter	Exit
Average Weekday	20611	302	192	864	936
	24 hour Two-Way Volume	Peak Hour			
		Enter	Exit		
Saturday	23986	1238	1147		
Sunday	12115	734	763		

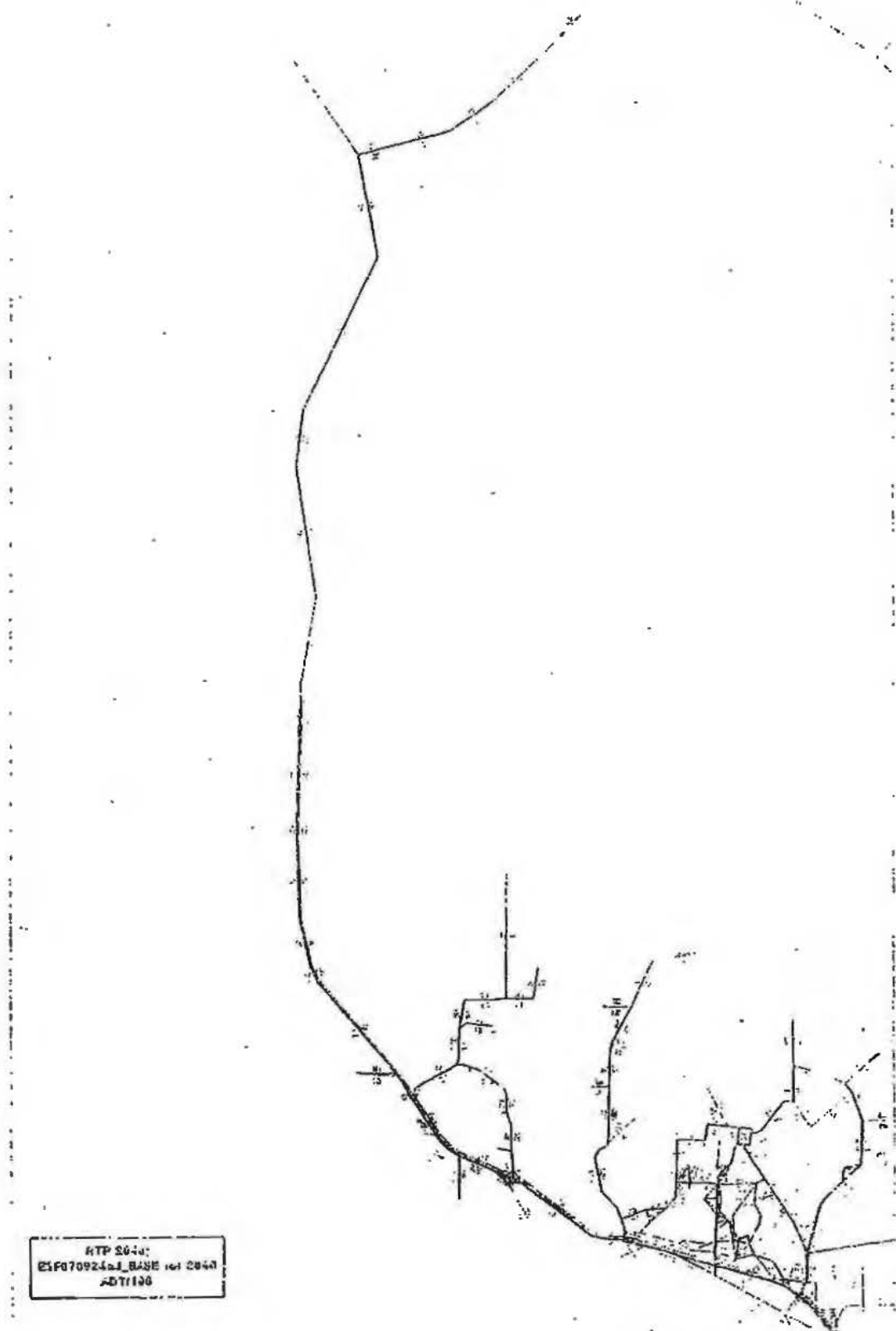
Note: A zero indicates no data available.
 Source: Institute of Transportation Engineers
 Trip Generation, 7th Edition, 2003.

TRIP GENERATION BY MICROTRANS

RTP 2013;
ESD670624a1_BASE for 2014
AG 7166



RTP 2030;
870070924+J_SAGE for 2030
ADT/160



RTP 204a
E1F070924aJ_BASE ref 204a
2571130

SOLAEGUI
ENGINEERS

January 30, 2008

Mr. Vern Kloos, AICP
City of Reno
Community Development Department
P.O. Box 1900
Reno, NV 89505

RE: Evans Ranch

Dear Vern:

This letter provides additional information for the referenced traffic analysis presented in our letter, dated November 14, 2007. Evans Ranch is located east of Red Road and west of Village Parkway approximately 2.5 miles north of White Lake in Cold Springs.

The traffic study was a master planning/zoning level analysis to provide an assessment of arterial street impacts. General land uses within the project site were identified including 5,560 dwelling units and 35 acres of neighborhood commercial. Loading of regional roadways was assumed in the base RTC's traffic forecasting model. Evans Ranch is located within Regional Transportation Commission Traffic Analysis Zones (TAZ) 400, 401 and 850. RTC's model contains employment for approximately 40 acres of commercial and more than 5,000 dwelling units in the vicinity of the project site.

City of Reno policy requires that ITE trip generation be provided for traffic studies. Area verification studies have shown that local trip generation rates are typically lower than ITE rates. Analysis of the RTC model has been conducted for local validation. Actual field counts are conducted to verify predicted traffic volumes from RTC's model. Then, RTC's model is calibrated for local accuracy. Therefore, RTC's model is a more accurate method of forecasting traffic impacts than simply using ITE rates.

Our experience with the Woodland Village development in Cold Springs shows that trip generation rates of non-residential uses in remote areas are small and have little impact on regional roadways. A remote location captures local traffic and attracts few off-site generated trips. We conducted multiple verification counts at Woodland Village at various stages of project build out. The actual trip generation was always lower than ITE rates. As the non-residential uses have built out, no significant increase in traffic volume has occurred. The proposed schools, churches and limited scale commercial development should capture internal trips that would otherwise show up on adjacent off-site roadways.

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Civil & Traffic Engineers

More detailed studies will be needed to determine appropriate improvements after a detailed site plan is established with the internal street network and off-site arterial connections to the regional roadway network identified. The developer is willing to perform study updates at the CCFEA, 25%, 50% and 90% completion levels. Updates provide flexibility as the roadway network is fully established during the phases of the project.

For these reasons, it is my opinion that the planning level analysis included in our November 14, 2007 letter accurately reflects the expected traffic impacts of the Evans Ranch project based on the currently available information.

We trust that this information will meet your requirements. Please call if you have any questions or comments.



Figr 4/Word/letters/Revo/1/evans Ranch Issues.doc

1-30-08
EXP 6-30-08

WATER FACILITY PLAN FOR EVANS RANCH AND WHITE LAKE VISTAS



Manhard[™]

CONSULTING LTD

WATER FACILITY PLAN

FOR

EVANS RANCH
AND
WHITE LAKE VISTAS

CITY OF RENO, NEVADA

Prepared for:

Lifestyle Homes TND/Wallach 1 & 2, LLC.
PO Box 7548
Reno, NV 89510

Prepared by:

Manhard Consulting Ltd.
9850 Double R Boulevard
Suite 101
Reno, Nevada 89521



Manhard Consulting, Ltd.

October 2007
Project #: WREN

Overview.....Section 1

- 1.1 Introduction
- 1.2 Location
- 1.3 Site Parameters
- 1.4 Development Constraints

Service Providers.....Section 2

Existing Infrastructure Planning.....Section 3

Water Facilities.....Section 4

- 4.1 Regulations and Assumptions
- 4.2 Existing and Build-out Water Demand
- 4.3 Water Resources
- 4.4 Planned Facilities
- 4.5 Water Planning Limitations

Conclusion and Recommendations.....Section 5

Exhibit 1.....Vicinity Map
Exhibit 2A..... White Lake Vistas Overall Site Plan
Exhibit 2B..... Evans Ranch Overall Site Plan
Exhibit 3.....Development Constraints
Exhibit 4.....Build-out Water Demand Calculation
Exhibit 5.....Pressure Zone Map
Exhibit 6.....Overall Water Facility Plan
Exhibit 7.....Evans Ranch Master Plan

Section 1 - Overview

1.1 - INTRODUCTION

This water facility plan has been prepared at the request of Lifestyle Homes TND, LLC and Wallach 1 & 2 to provide an outline of the water facility infrastructure improvements required to supply water to the proposed Evans Ranch Planned Unit Development (Evans Ranch) and White Lake Vistas. This study will also approximately locate and size the necessary onsite water infrastructure for the development.

This report will provide descriptions of the water infrastructure, and hydraulic modeling results. The modeling has focused on the location and size of storage tanks, pump stations, pressure regulating stations and water mains. The "City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan - Volume 1", by Ecologic Engineering and HDR dated June/2007, and also the "Cold Springs Valley Water Master Plan Update", by Lumos and Associates dated May 20, 2004 have been used to determine ultimate and interim offsite build out conditions, and is referenced throughout this report.

1.2 - LOCATION

The Evans Ranch site is generally located North of US Highway 395, and west of Red Rock Road, in Township 21N, Range 18E, Sections 1, 2, 3, and 4 (See Exhibit 1), it's within the jurisdiction of the City of Reno, and includes parcels: 087-021-23, 556-010-01 through 556-010-05, 087-491-01, 087-491-02, 087-491-04 through 087-491-19, and 087-021-09 through 087-021-11.

The White Lake Vistasite is generally located North of US Highway 395, and south of Village Parkway, in Township 21N, Range 18E, Sections 20, 21, and 28 (See Exhibit 1), it's within the jurisdiction of the City of Reno, and includes parcels: 087-032-02, 087-032-04, 087-032-05, 087-382-01, and 087-010-41.

1.3 - SITE PARAMETERS

The Evans Ranch Planned Unit Development will be a master planned community with residential, retail, office, civic and recreational land uses. Preliminary overall land planning proposes:

- 5,556 dwelling units;
- approximately 40 acres of public parks;
- approximately 375 acres of open space;
- approximately 45 acres of neighborhood and town center commercial sites, and churches;

See Exhibit 2B for the proposed general subdivision layout plan and Exhibit 7 for a conceptual Master Plan.

The White Lake Vistas includes:

- approximately 324 standard residential dwelling units;
- approximately 86 acres of industrial/commercial area;

General layout plan is not yet available for the White Lake Vistas.

1 - 4 DEVELOPMENT CONSTRAINTS

Areas with slopes greater than thirty percent, waterbodies and floodplain areas are potentially limited or constrained from future development. Exhibit 3 depicts the extents of each one of these areas within the proposed Evans Ranch and White Lake Vistas.

Section 2 – Service Providers

According to the “City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan – Volume 1”, the Evans Ranch is within the Washoe County Water sphere of influence, and the White Lake Vistas within the Utilities Inc. of Nevada service area.

Service providers alternatives would include Washoe County, Utilities Inc. or TMWA. Formalization of the service provider will be defined with tentative or final maps.

Section 3 – Existing Infrastructure Planning

Backbone distribution system facilities were developed by the “City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan – Volume 1” for the Cold Springs area including the Evans Ranch site.

Water service to the White Lake Vistas area is included in the system analysis shown on the “Cold Springs Valley Water Master Plan Update”.

Section 4 – Water Facilities

4.1 – REGULATIONS AND ASSUMPTIONS

As per the “City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan – Volume 1”, water demand factors used to generate demand are based on TMWA design standards for both the Reno and County TMSA. The TMWA Rule 7 demand factors are relevant because new development is assumed to dedicate water resources in accordance with TMWA water rights dedication policies. The report also notes that water demand policies within the Utilities Inc. service area are different than the TMWA policy; therefore, TMWA criteria was applied to the Evans Ranch and Utilities Inc. criteria was applied to the White Lake Vistas.

Because detailed project data and improvement plans are not available at this time, the project water demands shown on this report are for planning purposes only.

Hydraulic modeling and design of the water system have taken the following various requirements and assumptions into consideration:

- NAC Requirements
- Hydraulic Design Assumptions:
 - Pipe Roughness "C" factor = 130
 - Pipe Velocity
 - Maximum pipe velocity during Maximum Day Demand (MDD) = 8 fps
 - Maximum pipe velocity during MDD plus FF = 10 fps

- Storage TMWA:

Total Storage Required = Operating Storage + Emergency Storage + Fire Flow
Operating Storage = 15% (Total Maximum Day Demand)
Emergency Storage = Average Day Demand (ADD)

- Fire Flow per International Fire Code:
 - Residential = 2,000 gpm for 2 hours
 - Commercial = 4,000 gpm for 4 hours

In order to size the tank and water main for the subject property it is assumed that a fire flow of 4,000 GPM for 4 hours will be required.

- Peaking Factors:
 - ADD to MDD -- 2.5
 - MDD to Peak Day Demand (PHD) -- 1.5
- Estimated Average Day Demands:
 - Evans Ranch - Residential -- per TMWA Rule 7 (based on lot size).
 - White Lake Vistas -- Residential -- per Utilities Inc. criteria shown on the "Cold Springs Valley Water Master Plan Update": 0.4 AFA/unit for planning purposes.
 - Commercial -- 1,000 gpd per acre
 - Industrial -- 1,000 gpd per acre
 - School -- 1.4 gpm per acre
- Pressures -- per NAC 445A.6711:
 - MDD plus FF -- 20 psi minimum
 - MDD -- 40 psi minimum
 - Static Conditions -- 100 psi maximum

4.2 – EXISTING AND PROPOSED WATER DEMAND

Currently there is no existing water use at the Evans Ranch or at the White Lake Vistas sites.

Projected water demands were calculated based on the preliminary land planning available for the Evans Ranch site and the land use for the White Lake Vistas – See Exhibit 4.

4.3 – WATER RESOURCES

Potential water supply sources include the existing and future water resources available from the Utilities Inc. groundwater supply wells (White Lake Vistas only), the Fish Springs Water Supply project, the future Intermountain Water Supply Project, along with the potential use of Reclaimed Water Resources for irrigation. Future water resources that may become available, including potential groundwater supply wells located to the north of the Evans Ranch site, and to the south and west of the Utilities Inc. system, are also considered a potential source alternative.

Per the “City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan – Volume 1”, the Fish Springs Water Supply project will provide 8,000 AFA of new water to serve the Cold Springs TMSA (including areas within the jurisdiction of both City of Reno and Washoe County). Construction is almost complete and the facility is projected to be operational early 2008. Also according to that report, the Intermountain Water Supply Project has received permitting approvals from the BLM and Washoe County, and could be implemented within one-year time frame once all construction related approvals have been obtained. The Intermountain Water Supply facilities could potentially provide 2,000 AFA of new water.

Per the “Cold Springs Valley Water Master Plan Update”, the proposed White Lake Vistas is located within the Cold Springs water service area, which includes Sections 9, 15-17, 19-21, 28, 29, 31 and 34 of T21N and R18E. Utilities Inc. of Nevada provides water service to the Cold Springs area and the system currently has adequate water supply capacity with potential for expansion.

Utilities Inc. water distribution system services areas that are within elevations of approximately 5,038 feet above sea level to a high of about 5,160 feet above sea level, separated into four distinct pressure zones. With ground elevation ranging from a low of approximately 5,034 feet above sea level to a high of approximately 5,140 above sea level, the White Lake Vistas is well within the Utilities Inc. pressure zones. Also, an existing 10” water runs along White Lake Parkway abutting the northern portion of the project site, and a 12” main runs south from the White Lake Parkway water main into the project site. Therefore, Utilities Inc. could potentially provide the required water demand to the White Lake Vistas.

The Fish Springs and Intermountain Water Supply projects could also potentially provide water supply to the White Lake Vista through an interconnection line between the Evans Ranch Panned Unit Development and the Utilities Inc. systems (see Exhibit 6).

Under the assumption the City of Reno will build effluent water mains through the Evans Ranch Panned Unit Development, this report considers that reclaimed water will be used for irrigation of common areas (parks, parkways, open spaces). The Reno-Stead and Cold Springs Wastewater Treatment Plants may potentially be effluent sources.

In addition to that use, reclaimed water could also potentially be used for residential yard irrigation, which would represent a potable water demand reduction of approximately 600-1203 AFA. For planning purposes, this report assumes all residential yard irrigation supply is originated from potable water sources, but future study will be provided to determine the viability of residential yard irrigation with reclaimed water.

4.4 – PLANNED FACILITIES

The proposed backbone distribution system for the proposed Evans Ranch and White Lake Vistas are shown on Exhibit 6. The entire water facility system was designed assuming adequate water supply will be available to the site as described in Section 5.3 above. For final design, further analysis of the system will be completed once more detailed land planning becomes available.

As mentioned above, the Evans Ranch water supply can potentially originate from the Fish Springs, the Intermountain water tanks, and other future resources that may become available. An existing 36" main has already been built from the Fish Springs tank to the Waterash/Lemmon Valley Dr. intersection. Approximately 26,000 feet of 18" supply water main would be required to connect the project site from this 36" main to the proposed pump station located near the Red Rock Rd. and Lemmon Dr. intersection. Approximately 13,600 feet of 18" supply water main would be required to connect the project site from the future Intermountain tank to the proposed pump station located near the Red Rock Rd. and Lemmon Valley Dr. intersection (point of connection).

From the point of connection, water would flow through an 18" water main west to a proposed 4MG potable water storage tank. The proposed pad elevation is 5,650 feet and is based on the pressure zones identified for the Evans Ranch (see Exhibit 5).

There are three potential tank site locations (See Figure 6). Tank site Option #1 is located on private property on section 11 south of the project site. Tank site Options #2 is located on BLM land on section 34 to the north of the project site. Tank site Options #3 is located on-site. An optional interconnection storage tank is shown to connect the Utilities Inc. distribution system to the Evans Ranch system because potential infrastructure savings could be realized with a conjunctive use operation of the two water systems as indicated on the "City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan – Volume 1".

A 0.6 MG effluent tank would also be required to provide reclaimed water for irrigation of common areas, assuming the City of Reno will build irrigation water main through the site. Irrigation service lines would run parallel to the potable water distribution system shown on Exhibit 6.

The "City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan – Volume 1" indicates a potentially available supply capacity of approximately 3,900 gpm and a 2030 build-out MDD of approximately 12,500 gpm when additional resources become available in the future. For the sizing of the conceptual water main system for the Evans Ranch, MDD was assumed to be approximately 3,600 gpm - see Exhibit 4.

Geographically, the Evans Creek Subdivision is separated into three distinct pressure zones. The pressure zones are based on a minimum pressure of 40 psi and a Maximum of 100 psi. The pressure zones are located between the following elevations: Pressure zone 1: 5650' – 5413', Pressure zone 2: 5413' – 5274', and Pressure zone 3: 5274' – 5136' (see Exhibit 5). In areas where transmission main pressures exceed 100 psi, pressure reducing valves (PRVs) will be required at distribution main connection for each of the pressure zone elevations. The distribution lines required for this project will be 6", 8", 10", 12", and 18". While MDD was used to determine the water network, MDD plus fire flow was used in the sizing of the pipes. Besides a pump station to supply water from the source to the tank, no pump stations will be required for this site, but depending on the final location of the storage tank, individual booster pumps may be required in order to feed lots that located at higher elevations than a regulated zone. Another option would be to run a parallel water main from a higher-pressure zone to these lots that are not serviceable due to a regulated zone. This is proposed for some of the lots in the northern portion of the project site.

The White Lake Vistas is located within the service elevation range of Pressure Zones I and II of the Utilities Inc. water distribution system. Per the "Cold Springs Valley Water Master Plan Update", an existing 10" water runs along White Lake Parkway abutting the northern portion of the project site, and a 12" main runs south from the White Lake Vistas Parkway water main into the project site. Because no land development plans are available for the White Lake Vistas, a single 12" main backbone is proposed from the existing mains described above into the project area. Once more detailed information becomes available for the project, the system will be reanalyzed and refined.

The White Lake Vistas water demand may possibly be supplied by the Utilities Inc. system, the Fish Springs or the Intermountain water supply projects, as well as other future water sources that may become available. Water supply from the Fish Springs and Intermountain tanks would be made possible through the interconnections between the Evans Ranch and Cold Springs water systems.

4.5 – WATER PLANNING LIMITATIONS

- All pipes within the proposed development will be sized and constructed to accommodate ultimate build out. Only the MDD scenario, and the MDD with fire flow scenarios were considered for facility planning. These calculations show that the pipe sizes determined will meet NAC and Washoe County Codes with respect to pressure and velocity.

- Land planning is not available for the White Lake Vistas at this time; therefore, the water demand calculations were prepared based on land use only.
- Only supply and transmission water mains were planned as part of this report. Distribution lines will be determined once final improvement plans become available.
- Once more detailed project design, final improvement plans and additional water supply information become available, the proposed water distribution facilities will have to be further analyzed and refined.
- The supply water main shown on the "City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan- Volume 1" was sized for the 2030 build-out demand. This type of analysis is outside the scope of this report; therefore, for planning purposes, the supply water main was sized for the project site demands only.
- The conceptual water system has been designed assuming the potable water storage tank is located on private property south of the Evans Ranch.

Section 5 – Conclusion and Recommendations

There are adequate planned potential water and effluent resources available to meet the estimated demands of the Evans Ranch and White Lake Vistas developments. This water facility plan demonstrates how potable water supply from known sources could be delivered to the properties. The infrastructure identified in this plan could be modified to accommodate additional sources that may become available in the future.

Potential water supply sources for Evans Ranch include the Fish Springs and Intermountain projects and effluent from the Reno-Stead and/or Cold Springs wastewater treatment facilities.

Potential water supply sources for White Lake Vista include existing and future water resources from the Utilities Inc. groundwater supply wells, the Fish Springs and Intermountain projects and effluent from the Reno-Stead and/or Cold Springs wastewater treatment facilities.

POTENTIALLY AVAILABLE FUTURE WATER RESOURCES*

PROJECT SITE	SUPPLY (AFD)
Utilities Inc. Groundwater	987
Fish Springs Water Supply Project	8,000
Intermountain Water Supply Project	2,000
Total	10,987

*According to the "City of Reno TMSA/FSA Water, Wastewater and Flood Management Facility Plan- Volume 1".

RESIDENTIAL RECLAIMED IRRIGATION DEMAND RANGE

AREA	RESIDENTIAL IRRIGATION DEMAND RANGE (AFD)
Evans Ranch	567-1137
White Lake Vistas	33-66
Total	600-1203

Source: Evans Ranch and White Lake Vistas Wastewater Facility Plan, ECOLOGIC (Nov. 2007)

A summary of the estimated water demand for Evans Ranch and the White Lake Vistas are listed below:

ESTIMATED WATER DEMAND TOTALS*

PROJECT SITE	DEMAND (AFD)
Evans Ranch Planned Unit Development	2,310
White Lake Vistas	240
Total	2,550

*Numbers are approximate. See Figure 4 for detailed water demand calculation.

The conceptual water system infrastructure and approximate conceptual level costs for the Evans Ranch and the White Lake Vistas are listed below:

**OFF-SITE SUPPLY INFRASTRUCTURE
SOURCE: FISII SPRINGS TANK**

FACILITY	QUANTITY	TOTAL COST (\$M)
Approx. Length of Supply Main	26,150 LF	2.6
Pump Stations	1	0.7
TOTAL		3.3

**OFF-SITE SUPPLY INFRASTRUCTURE
SOURCE: INTERMOUNTAIN TANK**

FACILITY	QUANTITY	TOTAL COST (\$M)
Approx. Length of Supply Main	13,600 LF	1.4
Pump Stations	1	0.7
TOTAL		2.1

EVANS RANCH PLANNED UNIT DEVELOPMENT

FACILITY	QUANTITY	TOTAL COST (\$M)
Approx. Length of Transmission Main	128,700 LF	12.9
4 MG Potable Water Storage Tank	1	4.0
3 MG Effluent Storage Tank	1	0.6
TOTAL		17.5

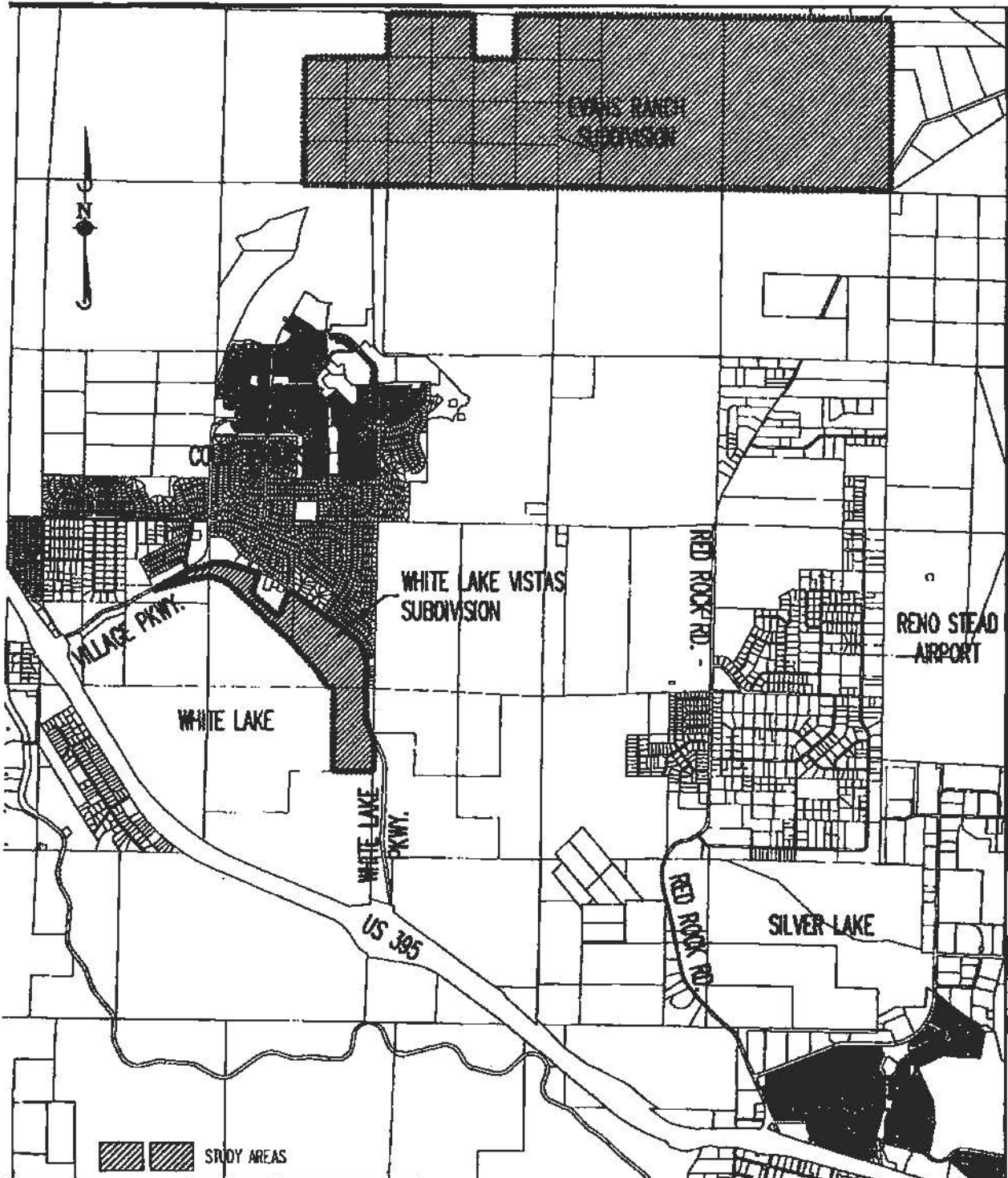
WHITE LAKE SUBDIVISION

FACILITY	QUANTITY	TOTAL COST (\$M)
Approx. Length of Transmission Main	6,200 LF	0.6
	TOTAL	0.6

INTERCONNECTION SYSTEM

FACILITY	QUANTITY	TOTAL COST (\$M)
Total Length of Transmission Main	15,000 LF	1.5
IMG Potable Water Storage Tank	1	1.0
Pump Station	1	0.7
	TOTAL	3.2

In summary, Evans Ranch and White Lake Vistas are estimated to have a cumulative water demand of 2,550 AFA. Known available water supply sources, including effluent reuse, total between 11,587 and 12,190 AFA.





 STUDY AREAS


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8800 Dayton Rd, Suite 101, Reno, NV 89521 Tel: (775) 748-3300 Fax: (775) 748-3820 www.manhard.com
 Civil Engineers • Surveyors • Water Resources Engineers • Water & Wastewater Engineers

EVANS RANCH/WHITE LAKE VISTAS SUBDIVISIONS

CITY OF RENO, NEVADA

STUDY AREAS

PROJ. NO.:	MAR	SHEET
DRAWN BY:	CMS	EXHIBIT 1
DATE:	NOV. 2007	



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Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers

EVANS RANCH/WHITE LAKE VISTAS SUBDIVISIONS	
CITY OF RENO, NEVADA	
WHITE LAKE VISTAS - OVERALL SITEPLAN	
PROJ. NO.:	MAR SHEET
DRAWN BY:	CMS
DATE:	NOV. 2007
EXHIBIT 2A	



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CONSULTING
 8870 Double Ranch, Suite 101, Reno, NV 89502 tel: (775) 749-0900 fax: (775) 749-0990 www.manhard.com
 Civil Engineers - Surveyors - Water Resources Engineers - Water & Wastewater Engineers

EVANS RANCH/WHITE LAKE VISTAS SUBDIVISIONS	
CITY OF RENO, NEVADA	
EVANS RANCH - OVERALL SITEPLAN	
PROJ. MGR.: <u>MAR</u>	SHEET
DRAWN BY: <u>CHS</u>	EXHIBIT 2B
DATE: <u>NOV. 2007</u>	

COLUMN 7

EVANS RANCH PLANNED UNIT DEVELOPMENT

DOMESTIC:

LOT TYPE	UNITS	LOT WIDTH (ft)	LOT DEPTH (ft)	AREA (acres)	ADD (AFADA)	ADD (gpm/acre)	TOTAL ADD (AFADA)	TOTAL ADD (gpm)	TOTAL MDD (gpm)	TOTAL PHD (gpm)
Reside	231	130	235	256	0.72	0.48	238	148	388	554
Leasable	228	80	190	42	0.52	0.32	117	72	181	272
Low Density	1,750	80	108	253	0.37	0.23	648	401	1004	1506
Low Density	750	70	105	137	0.41	0.26	308	191	477	718
Low Density	450	80	105	87	0.44	0.27	198	123	307	460
Medium Density	1,282	50	108	151	0.32	0.20	413	256	626	950
Medium Density	800	60	80	89	0.34	0.21	272	168	422	632
TOTALS	3,244			1,018			2,182	1,350	3,389	5,096

OTHERS

LOT TYPE	ACRES	ADD (gpm/acre)	TOTAL ADD (gpm)	TOTAL MDD (gpm)	TOTAL PHD (gpm)
Commercial + Church	65	0.7	45	112	166
Schools	20	1.4	28	70	104
TOTALS	85	2.1	73	182	270

	TOTAL ADD (AFADA)	TOTAL MDD (gpm)	TOTAL PHD (gpm)
SUBDIVISION TOTAL	2,255	1,532	5,366

WHITE LAKE VISTAS

LOT TYPE	ACRES	ADD (gpm/acre)	TOTAL ADD (gpm)	TOTAL MDD (gpm)	TOTAL PHD (gpm)
Neighborhood Commercial & Industrial	66	0.7	46	148	225
SUBTOTALS	66	0.7	46	148	225

LOT TYPE	UNITS	ADD (gpm/acre)	TOTAL ADD (gpm)	TOTAL MDD (gpm)	TOTAL PHD (gpm)
Dwelling Units	324	0.3	94	211	318
SUBTOTALS	324	0.3	94	211	318

	TOTAL ADD (AFADA)	TOTAL MDD (gpm)	TOTAL PHD (gpm)
SUBDIVISION TOTAL	232	359	543

EVANS RANCH PLANNED UNIT DEVELOPMENT POTABLE WATER TANK SIZING

STORAGE	VOLUME (MG)
Operating	0.8
Emergency	2.1
Fire	1.0
TOTAL	3.9

IRRIGATION DEMAND

TABLE 1.2

City of Bannock, MT

EVANS RANCH RESIDENTIAL IRRIGATION DEMAND

LOT TYPE	UNITS	ADD' (Impound)	TOTAL ADD (gpm)	TOTAL ADD (AF/A)
Holiday	331	0.31	107.4	163.8
Lawns	228	0.18	41.0	62.2
Low Density	1,750	0.08	138.3	212.3
Low Density	780	0.11	85.7	130.1
Low Density	450	0.13	58.5	89.4
Medium Density	1,200	0.08	80.8	124.2
Medium Density	600	0.07	60.3	91.4
TOTALS	8,344	-	543	838

WHITE LAKE VISTAS RESIDENTIAL IRRIGATION DEMAND

LOT TYPE	UNITS	ADD' (Impound)	TOTAL ADD (gpm)	TOTAL ADD (AF/A)
Dwelling Units	334	0.1	36.9	57.7
TOTALS	334	-	39	63

*For residential irrigation demand estimating purposes it is assumed that approximately 0.14 gpm is used within a typical house and the remainder is used for irrigators.

EVANS RANCH OTHER IRRIGATION DEMAND

LOT TYPE	ACRES	ADD (AF/Acres)	TOTAL ADD (AF/A)
Commercial - Church	48	3.5	24
School	17	3.3	13
TOTALS	65	-	38

WHITE LAKE VISTAS OTHER IRRIGATION DEMAND

LOT TYPE	UNITS	ADD (AF/Acres)	TOTAL ADD (AF/A)
Neighborhood Commercial & Industrial	86	3.6	48.1
TOTALS	86	-	48

EVANS RANCH COMMON AREAS IRRIGATION DEMAND

LOT TYPE	ACRES	ADD (AF/Acres)	TOTAL ADD (gpm)	TOTAL ADD (AF/A)
Parks	40	3.8	76	109
Open Space	62	3.8	185	283
TOTALS	102	-	261	392

Required Effluent Storage Tank Volume for Common Area Irrigation = MGD for 48 hours = 8.8 MG

ASSUMPTIONS:

1. For planning purposes it is assumed that only 15% of the total Commercial/Industrial area requires irrigation.
2. For planning purposes it is assumed that only 30% of the total School area requires irrigation.
3. For planning purposes it is assumed that only 50% of the total Parks and Open Space area requires irrigation.



LEGEND:

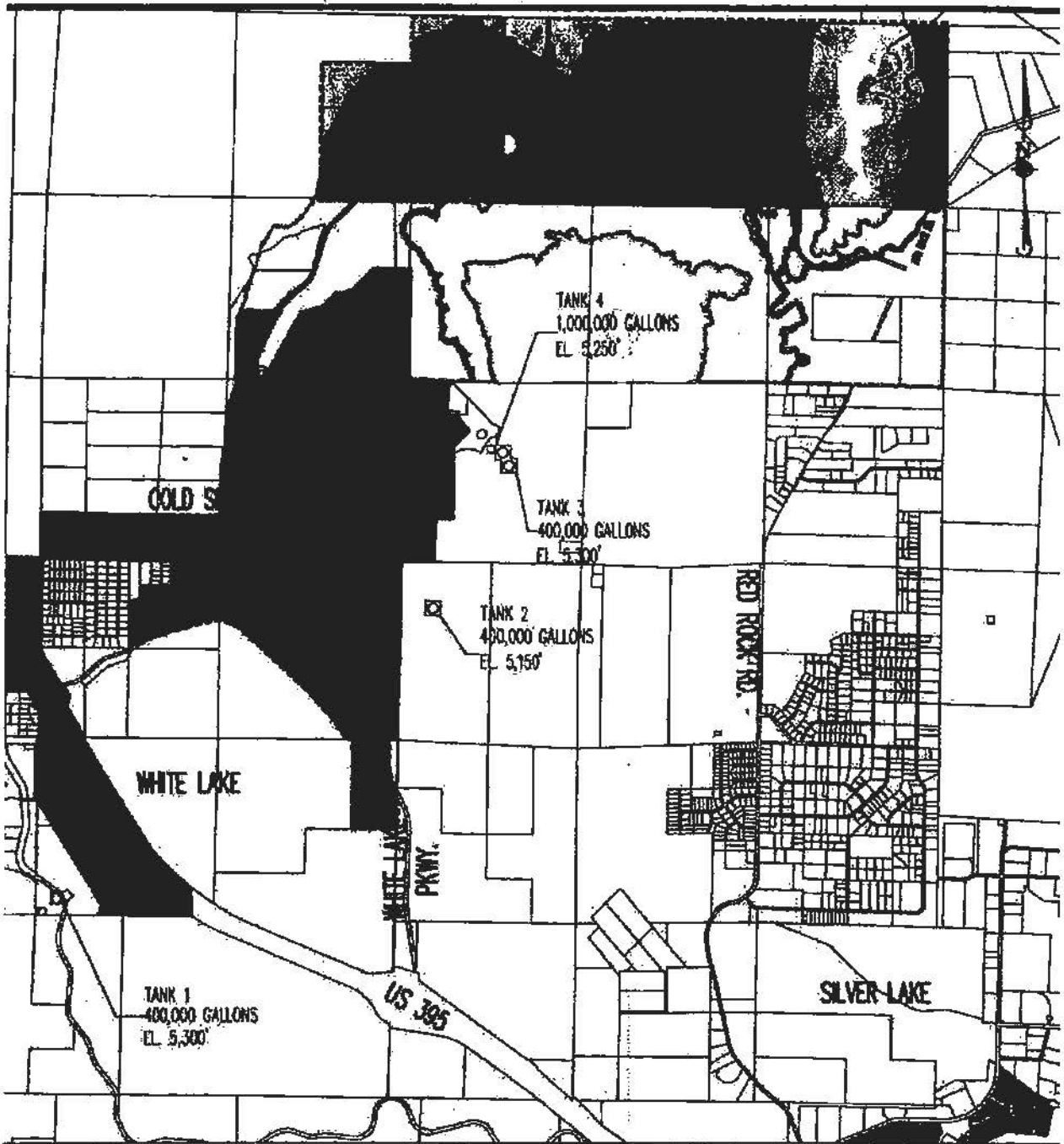
- EVANS RANCH SUBDIVISION

WHITE LAKE VISTAS SUBDIVISION
- 100-YEAR FLOOD PLAIN ZONES

WATER BODIES
- SLOPES > 30%

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EVANS RANCH / WHITE LAKE VISTAS SUBDIVISION	
CITY OF RENO, NEVADA	
AREA CONSTRAINTS	
PROJ. NO.: 148	SHEET
DRAWN BY: CMS	EXHIBIT 3
DATE: MAY 07	



LEGEND:

- | | | | |
|--------------------------------------|-----------------|------------------------|------------------------|
| EVANS RANCH ZONE VII 5,650' - 5,420' | FUTURE ZONE VII | UTILITIES INC. ZONE I | UTILITIES INC. ZONE IV |
| EVANS RANCH ZONE VI 5,420' - 5,280' | FUTURE ZONE VI | UTILITIES INC. ZONE II | PROJECT AREAS |
| EVANS RANCH ZONE V 5,280' - 5,141' | FUTURE ZONE V | | |

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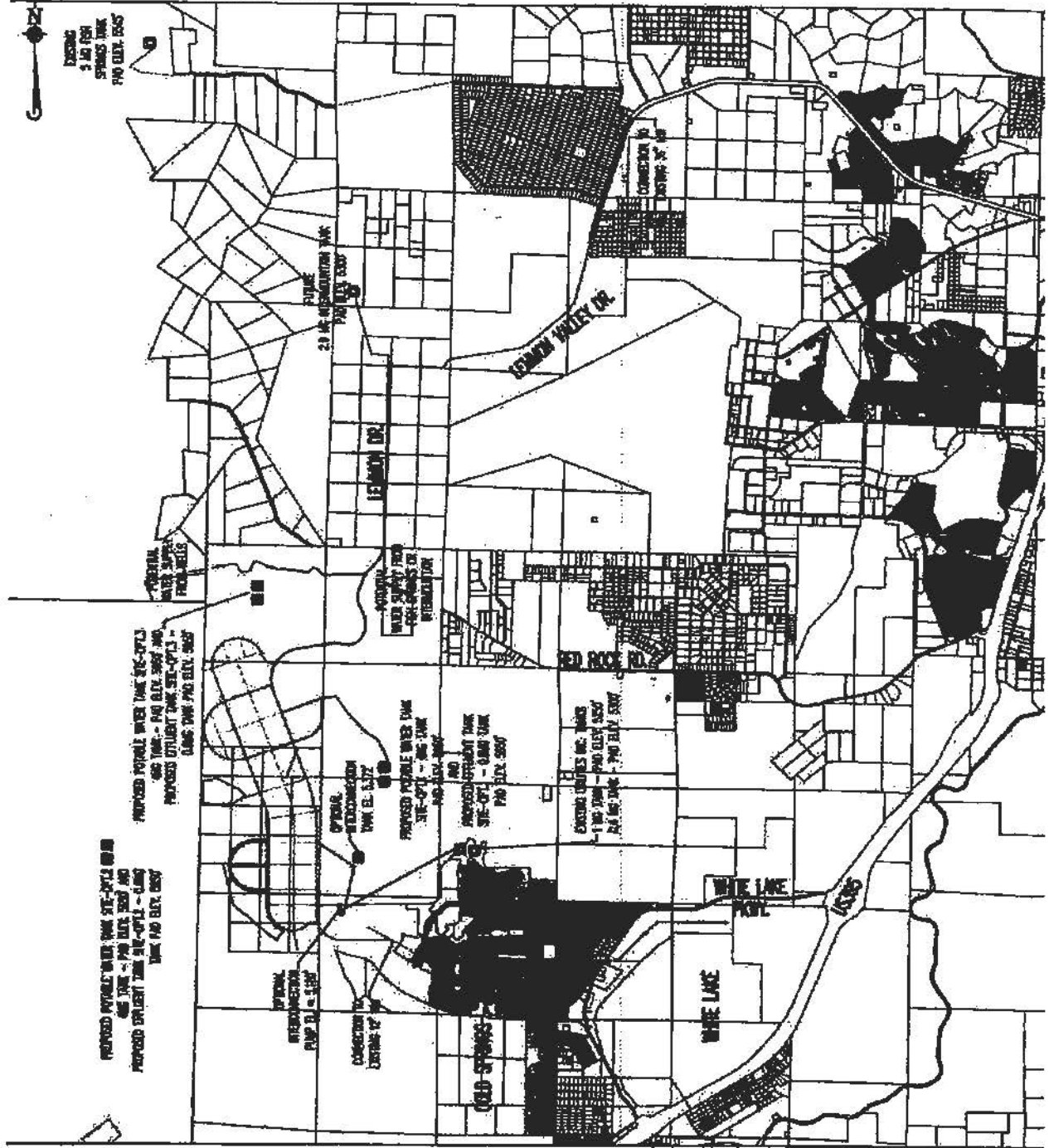
EVANS RANCH SUBDIVISION
CITY OF RENO, NEVADA
PRESSURE ZONES

PROJ. NO.: MAR SHEET
DRAWN BY: CJS
DATE: MON. 10/27

EXHIBIT 5

- EXISTING 10" WATER MAIN
- EXISTING 12" WATER MAIN
- EXISTING 14" WATER MAIN
- EXISTING 36" WATER MAIN
- PROPOSED 6" WATER MAIN
- PROPOSED 8" WATER MAIN
- PROPOSED 12" WATER MAIN
- PROPOSED 14" WATER MAIN
- PROPOSED 16" WATER MAIN

NOTE: TANKS ARE NOT TO SCALE - SHOWN LARGER FOR CLARITY.



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EVANS RANCH/WHITE LAKE VISTAS
 CITY OF RENO, NEVADA
 OVERALL WATER FACILITY PLAN

PROJECT NO.:	MAR	SHEET
DRAWN BY:	CMS	EXHIBIT 6
DATE:	NOV. 2007	

WASTEWATER FACILITY REPORT

WASTEWATER FACILITY REPORT

FOR

**EVANS RANCH AND WHITE LAKE
VISTAS SUBDIVISIONS**

CITY OF RENO, NEVADA

November 2007

Prepared for:
Lifestyle Homes TND, LLC.
18383 Narrowleaf Court
Cold Springs, NV 89508

Prepared by:
ECO:LOGIC Engineering



ECO:LOGIC

Consulting Engineers

Evans Ranch and White Lake Vistas Wastewater Facility Plan

PURPOSE

The purpose of this facility plan is to project wastewater flows, and establish the backbone facilities required for collection, treatment, and disposal of wastewater for the developments of Evans Ranch and White Lake Vistas.

DESIGN FLOWS

The design flows are based on land use data from the developer. The proposed land uses for each area are listed in Table 1.

Table 1 - Equivalent Residential Units (a)

	Dwelling Units (ERUs)	Commercial and Industrial Land (Acres) (b)	Parks and Common Area (Acres)
Evans Ranch	5,556	62	102
White Lake Vistas	324	88	0
Total	5,880	148	102

(a) Data provided from developer.

(b) Includes fire station, schools and churches.

Projected wastewater flows for the treatment facility and interceptors are based on the criteria listed in Table 2. The wastewater flow factor for the Cold Springs area was assumed from the 2007 Washoe County 208 Water Quality Management Plan. The flow factor ranged from a low of 110 gallons per capita per day (gpcd) to 130 gpcd. An average of 120 gpcd was used for flow projection.

Table 2 - Wastewater Design Criteria

Treatment facility Flow		
Residential flow rate	120	Gpcd
Capita per dwelling unit	2.19	capita/DU
Commercial/Industrial/Public Facility flow rate	750	Gpad
Interceptor/Forcemain Criteria		
Residential flow rate	120 gpcd, 1.5 PF	Gpcd
Commercial flow rate	10,000	Gpad
Industrial flow rate	3,000	Gpad
Public Facility	3,200	Gpad
Infiltration and Inflow	add 10% of average flow	Gpd

The projected wastewater flows are listed in Table 3.

Table 3 - Wastewater Flows

	Treatment facility Flow (MGD)	Interceptor Flow (MGD)
Evans Ranch	1.8	2.8
White Laka Vietas	0.2	0.7
Total	1.8	3.5

COLLECTION SYSTEM

Recommendations for backbone wastewater collection facilities were developed for the projected flows and are shown on Exhibit 1. Several lift stations will be required to pump wastewater to the existing Cold Springs Water Reclamation Facility (CSWRF). The locations of the recommended facilities are approximate and should be refined when more detailed development plans are available. Potentially Village 9 in the eastern most part of Evans Ranch may be sewerred to the Reno Stead Water Reclamation Facility (RSWRF) instead of CSWRF.

Gravity interceptors were sized based on the City's criteria that the depth of flow in the pipe needs to be less than or equal to 0.5 d/D. Force mains were sized to keep peak flow velocities less than 8 fps.

WASTEWATER TREATMENT

Wastewater treatment for the developments may be provided through an expansion of Washoe County's Cold Springs Water Reclamation Facility or construction of a new plant. These alternatives are discussed in the following section.

CSWRF is located as shown on Exhibit 1. The facility was recently upgraded to accommodate an annual average design flow of 0.7 MGD. The upgraded facilities consist of following treatment processes:

- Influent Pump Station
- Headworks with mechanical fine screen basket screens and vortex grit removal
- Oxidation Ditch with Secondary Clarifiers
- Effluent Pump Station
- Aerobic Digesters
- Solids Handling Building with Centrifuge Dewatering

The facility discharges undisinfected secondary effluent to 12 rapid infiltration basins (RIBs) located adjacent to the treatment facility. The next phase of expansion involves the construction of a second oxidation ditch and solids handling improvements. This phase would increase the treatment capacity to 1.2 MGD. Washoe County projects that the current RIB disposal capacity can be expanded to accommodate flows up to 1.2 MGD.

The existing 0.7 MGD facility has no uncommitted capacity. To provide capacity for Evans Ranch and White Lake Vistas, an additional 1.8 MGD of treatment capacity will be required, for a total facility capacity of 2.5 MGD. The reclamation facility could be expanded in kind at the current site. To allow unrestricted irrigation reuse, additional tertiary level treatment improvements could also be provided at the reclamation facility through construction of new filtration and disinfection facilities. Tertiary filtration could be achieved through the use of cloth media filters with rapid mix and flocculation basins. Disinfection would include a chlorine contact basin and associated chemical feed facilities.

Facility expansion from the existing 0.7 MGD facility to a 2.5 MGD facility could include the following elements:

- New Headworks and Grit Removal Facilities
- Four additional Oxidation Ditches with a new splitter structure
- Four additional Secondary Clarifiers with a splitter structure
- Expansion of the Aerobic Digesters with additional blowers in a new blower building
- Additional Centrifuge for solids dewatering
- Two new RAS/WAS pump stations
- New tertiary filters (assumed Cloth Media Filters)
- New Chlorine Contact Basin
- New Chemical Feed and Storage Facilities for Sodium Hypochlorite, and filter coagulants and polymers

As an alternative to expanding the existing treatment processes, a new membrane bioreactor (MBR) with ultraviolet (UV) disinfection could be constructed adjacent to the existing facilities to provide the necessary capacity with tertiary treatment. The MBR process submerges filter membranes in a reactor basin and eliminates the need for secondary clarifiers. This facility would be a stand alone facility adjacent to the existing treatment facilities.

Alternatively, a new stand alone treatment facility could also be constructed off-site. Potential sites for a second water reclamation facility are shown in the City of Reno TMSA/FSA Water, Wastewater, and Flood Management Facility Plan (June 2007). A more detailed study of the stand alone treatment facility would be necessary to determine if it is more preferable than expanding the current CSWRF. Final design information and regulatory approval by the Nevada Division of Environment Protection will be needed to determine the appropriate treatment alternative.

EFFLUENT DISPOSAL

Presently, wastewater is disposed of through the CSWRF rapid infiltration basins. The potential disposal capacity of the RIBs is limited to 1.2 MGD. Based on reported information from Washoe County, the RIBs will not be sufficient to meet the projected wastewater flows from the proposed Project. A combination of other disposal methods will be necessary. In addition to the existing RIBs, other disposal methods include water reclamation for landscape irrigation within

the new developments with seasonal effluent storage in a proposed storage reservoir, and discharge to White Lake. These disposal methods are discussed below.

RECLAIMED WATER SYSTEM

Based on the City of Reno TMSA/FSA Water, Wastewater, and Flood Management Facility Plan, water reclamation is recommended to provide additional water resources for the Cold Springs area and to efficiently utilize the treated effluent that will be produced. Based on the projected 1.8 MGD wastewater flows, up to 2016 acre feet of reclaimed water will be generated. A reclaimed water system is proposed to be constructed through the new developments for landscape irrigation. Reclaimed water pipelines to each development are shown on Exhibit 2. The reclaimed water would be pumped from the CSWRF to various areas of use and to the proposed effluent storage reservoir. Additional distribution pipes within the developments will also be required. The reclaimed water system may be designed for on-demand use, or water from the storage reservoir may be used to help meet peak seasonal demands.

Regional reclaimed water facilities are not shown in this Facility Plan. The City of Reno TMSA/FSA Water, Wastewater, and Flood Management Facility Plan presents the North Valleys regional reclaimed water system that is under investigation by the City of Reno and Washoe County.

The design criteria used to estimate reclaimed water use by land use type are listed in Table 6.

Table 6 - Reclaimed Water Design Criteria

Irrigation Rate	Irrigation Rate (AFA)	Usable Irrigation Area (%)
Parks and Common Areas	3.5	60
Commercial/Industrial (a)	3.5	15
School	3.5	20

(a) includes churches.

A summary of the projected reclaimed water demand for common area, parks, commercial and industrial properties by area is listed in Table 7.

Table 7 - Projected Reclaimed Water Irrigation Demand for Common Areas, Parks, Commercial and Industrial

Area	Reclaimed Water Irrigation (AFA)
Evans Ranch	211
White Lake Vistas	45
Total	256

Beyond irrigation of these open spaces, commercial and industrial properties, residential areas may also be irrigated with reclaimed water. The projected irrigation demand per dwelling unit is based on 6,000 gallons of water per month being consumed within a typical house, with the remainder used for irrigation. The projected irrigation demand listed in Table 8 reflects a range of demand representative of front yard only irrigation, to combined front and back yard irrigation.

Table 8 - Residential Reclaimed Irrigation Demand Range

Area	Residential Irrigation Demand Range(AFA)
Evans Ranch	668-1,137
White Lake Vistas	33-66
Total	801-1,203

Based on the projected residential, commercial, and park irrigation demands, up to 1,459 acre feet of reclaimed water could be disposed of within the proposed development areas. This amount represents approximately 72% of the total projected wastewater flows from the subject properties. To dispose of the remaining reclaimed water, other disposal methods will be required. During the non-irrigation season, the effluent may be disposed of in the RIBs, to White Lake or stored in the proposed effluent reservoir for later use.

EFFLUENT RESERVOIR

A proposed storm water retention/effluent storage reservoir may be constructed on the property as shown on Exhibit 2. The reservoir could store effluent during the non irrigation season to support peak irrigation demands in the reclaimed water system. Some effluent would also be disposed of by evaporation from the reservoir. Geotechnical investigations have been conducted that confirm the feasibility of the reservoir at this site. This information is presented in the Preliminary Design And Feasibility Report, North Valley Dam, SRK Consulting, March 2007. Detailed design is required to determine the capacity of the reservoir, which could provide up to 2,000 - 3,000 acre feet of storage.

WHITE LAKE DISPOSAL

As part of a regional effluent management strategy for the Stead, Lemmon Valley and Cold Springs area, the City of Reno and Washoe County are working with landowners to determine the quantity of reclaimed water that can be disposed of to the White Lake playa. Water would be discharged from CSWRF to White Lake similar to how the Reno Stead Water Reclamation Facility currently discharges to Swan Lake in Stead. The water would be evaporated from the lake and would not be reused once discharged to the playa.

WASTEWATER FACILITY COST ESTIMATES

The cost basis for the wastewater facilities is listed in the Table 9.

Table 9 - Wastewater Cost Basis

Pipeline	\$12/mALF
Wastewater Lift Station	\$250,000+1.0*average daily flow (gpd)
Reclaimed Water Pump Station	\$250,000+1.0*average daily flow (gpd)
Engineering	20% of capital cost
Contingency	20% of capital cost

The wastewater infrastructure costs are summarized in Table 10. The costs are based on wastewater being conveyed and treated at the existing CSWRF. If expansion at the existing site is not feasible, further study would be required to determine the appropriate location for a second water reclamation facility.

Table 10 - Estimated Wastewater Infrastructure Costs (a)

Facility Description	Total Cost (\$M)
Collection System	17.3
Treatment	34.2
Disposal/Reclaimed Water (b)	8.2
Total	59.7

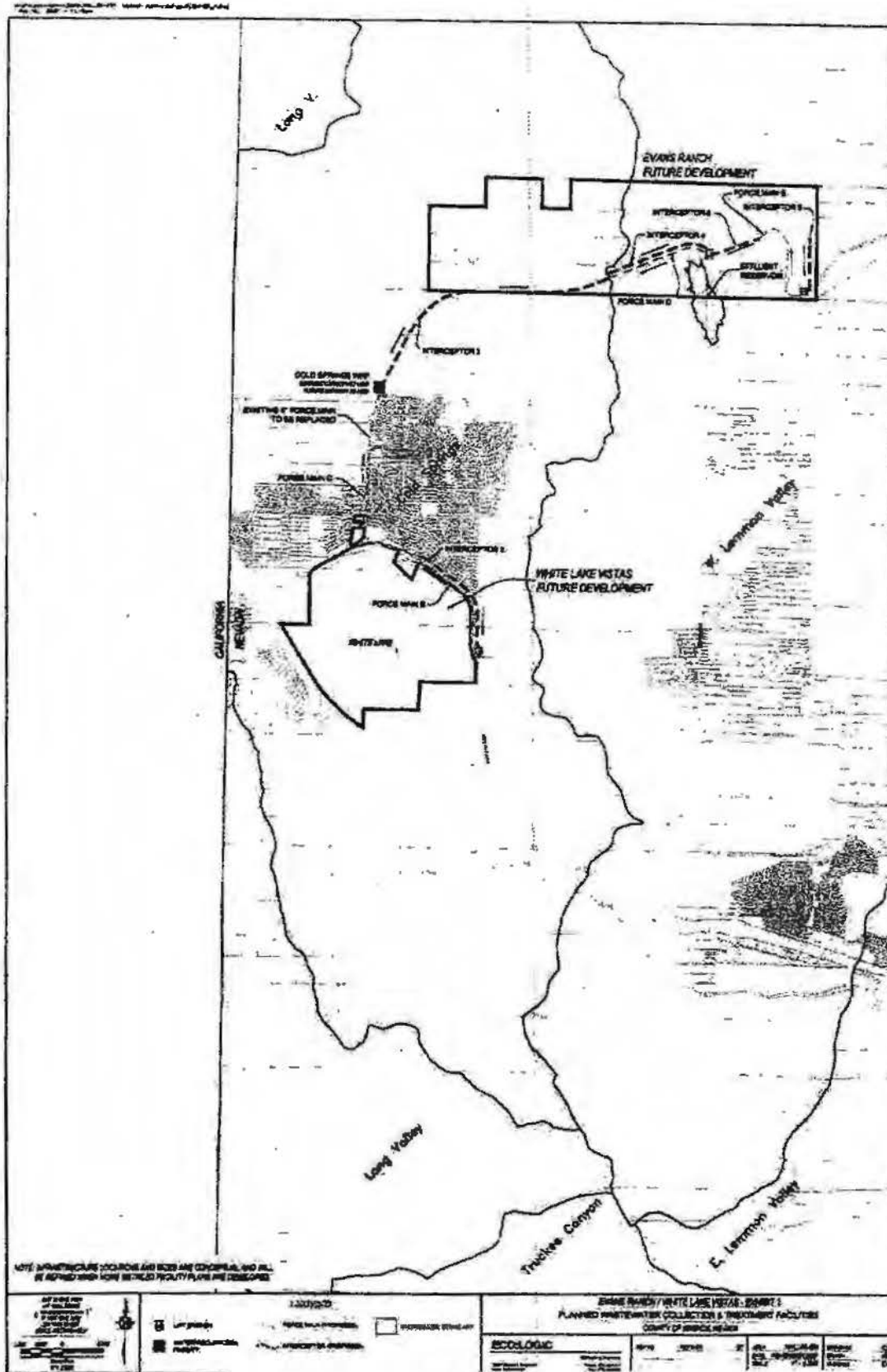
(a) 20 Cities ENRCCI = 6,092 November 2007

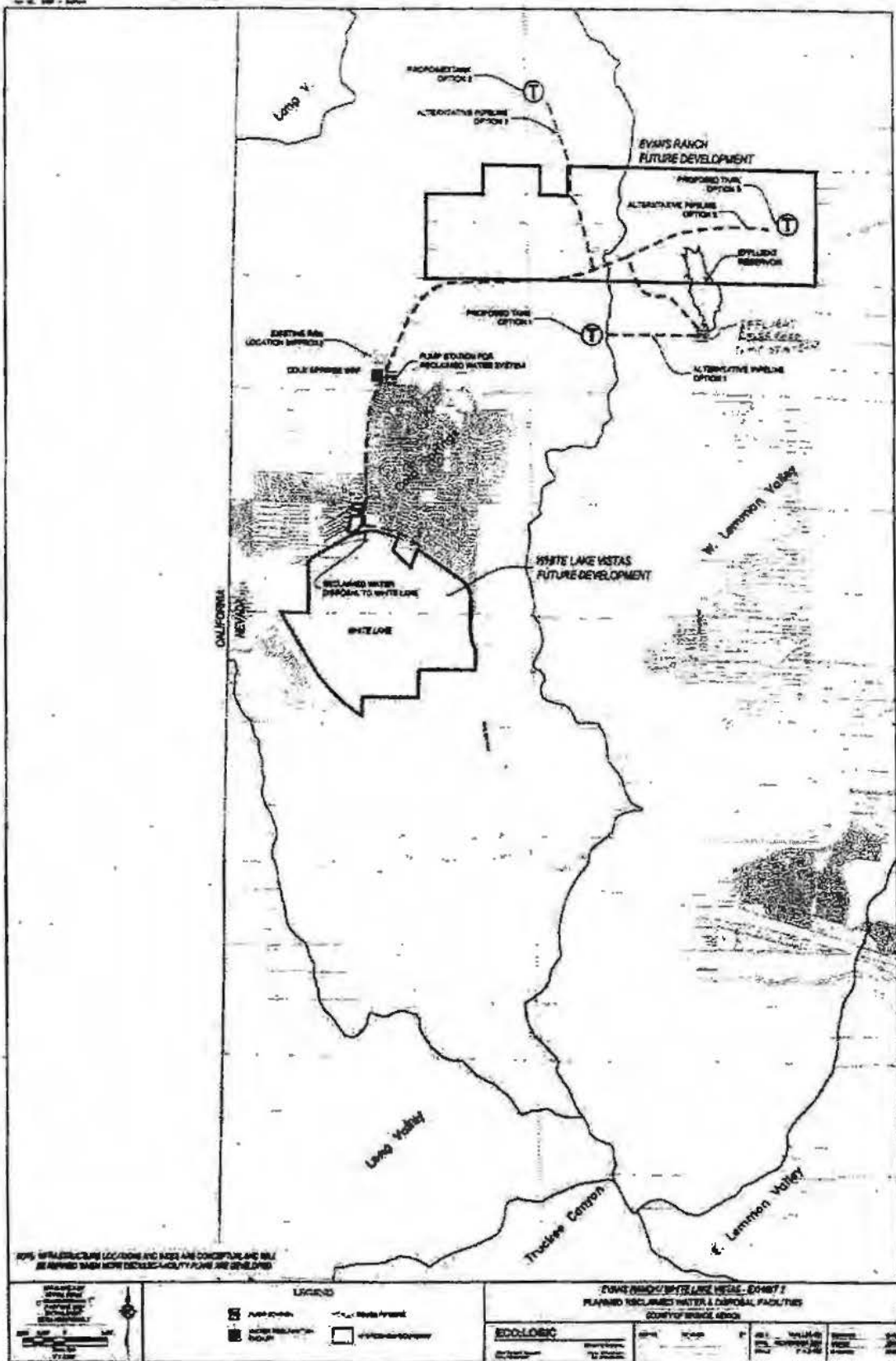
(b) Regional costs such as the storage reservoir are not included. Tank costs not shown.

The reclaimed water and disposal cost does not include costs for shared regional facilities.

CONCLUSIONS

This plan demonstrates that adequate wastewater service can be provided to the Evans Ranch and White Lake Vistas subdivisions. The existing CSWRF could be expanded to meet the estimated 1.8 MGD of flow that may be generated by the proposed project. Alternatively, a new stand alone treatment facility could be constructed. A majority of the reclaimed water is proposed to be reused on-site, with the balance disposed of by RIBs and/or discharged to White Lake. Based on final design information and regulatory approvals, construction of the of the proposed infrastructure identified in this plan will assure an adequate system to handle the projected wastewater flows.





DRAINAGE LETTER FOR EVANS RANCH



Manhard.

CONSULTING LTD

DRAINAGE LETTER

FOR

EVANS RANCH

CITY OF RENO, NEVADA

Prepared for:

Lifestyle Homes TND/Wallach 1 & 2, LLC.
PO Box 7548
Reno, NV 89510

Prepared by:

Manhard Consulting Ltd.
9850 Double R Boulevard
Suite 101
Reno, Nevada 89521



Introduction

This drainage report has been prepared at the request of Lifestyle Homes / Wallach I & 2, L.J.C. to present a conceptual drainage study for the Evans Ranch Subdivision. The Evans Ranch Subdivision site is generally located north of US Highway 395, and west of Red Rock Road, in Township 21N, Range 18E, Sections 1, 2, 3, and 4 (See Exhibit 1), and is within the jurisdiction of the City of Reno, and includes parcels: 087-021-23, 556-010-01 through 556-010-05, 087-491-01, 087-491-02, 087-491-04 through 087-491-19, and 087-021-09 through 087-021-11.

The Evans Ranch Subdivision is a proposed development of roughly 1,765 developed acres on a total site area of 2,100 acres. The site is divided into four drainage areas by several existing ridges. The development slopes range from very steep to relatively flat. The existing groundcover consists of mostly sagebrush, rabbit brush, and buck brush with some trees.

According to Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Community-Panel Number 32031C2800L, effective date September 30, 1994 (Exhibit 2 - Appendices 1 and 5), a small section at the southwest corner of the proposed Evans Ranch Subdivision is located within FEMA flood hazard Zone A.

The site accepts drainage from several off-site areas to the north under existing conditions. Based on the existing topography from the USGS, approximately 5,500 acres of off-site drainage enter the site. The runoff from these off-site areas enters the site via existing drainage swales and sheer flow. The proposed development will continue to route this runoff through the site in some manner in the project's developed state.

The purpose of the Truckee Meadows Low Impact Development (LID) is to reduce quantity and improve the quality of storm water runoff from a proposed development. The proposed Evans Ranch will apply policies of an LID.

Detention

Evans Ranch is divided into two major on-site drainage areas by a north-south ridge through the site. The two major areas drain to the southwest and southeast, respectively. Detention areas will need to be provided for the drainage areas at the downstream end of each area. The general locations of these detention basins are shown on Proposed Drainage Map.

The proposed detention areas can be extended detention basins as described in the LID Handbook. Extended detention basins are designed to retain the volume of storm water runoff from frequently occurring storm events. These basins will incorporate riser pipes or other outlet structures to retain storm water from less frequent storm events. These detention basins will have two areas to them. A smaller area to serve only as retention for frequent storm events and a larger area that will serve as detention for less frequent storm events that can also be used as park, open space, or other landscaped recreation areas.

To further minimize the detention area size many other methods can be utilized. Infiltration systems can allow storm water to enter the ground slowly reducing the total required detention over a period of time. These infiltration systems can also be very effective in

filtering the storm water and removing pollutants. Infiltration of the storm waters can also help ground water recharge. Improvements to the drainage ways through the site can also help minimize the required detention volume.

Drainage Ways

The Proposed Drainage Map shows many proposed natural and landscaped drainage ways to convey storm water through the site. The locations of these drainage ways are based on the existing on-site topography. The natural drainage ways will have little disturbance to the existing ground. The intention of the plan is to perpetuate the natural drainage ways through the site until they reach the landscaped drainage ways. A balance of natural and landscaped drainage ways were utilized to protect the existing features of the land while improving channel flows and water quality.

The landscaped drainage ways shown on the Proposed Drainage Map will take storm water runoff from existing channels and re-route it through the proposed development. The existing channels will be disturbed to lessen impact to the proposed land plan as well as improving water quality of runoff and decreasing channel flows.

The landscaped drainage ways can also be designed with a smaller channel within to route the runoff from frequent storm events. The smaller channels will carry the runoff from more frequent storms through a meandering low flow channel. These low flow swales within the drainage ways can also be detained in stages through the channels using a system of check dams. This system will create areas of the landscaped drainage ways that can serve as landscaped areas, pathways, or other open space areas. Examples showing check dams and a landscaped drainage way cross section are shown on the Drainage Way Details exhibit.

Many storm water management methods can be used in the landscaped drainage ways to improve water quality and decrease flows which will result in less required detention downstream. Bioretention can be utilized as landscaped areas that can be created throughout the drainage ways to capture storm water and remove pollutants from runoff through soils and plant materials. These landscaped areas can also provide infiltration to lessen the runoff downstream.

Conclusions

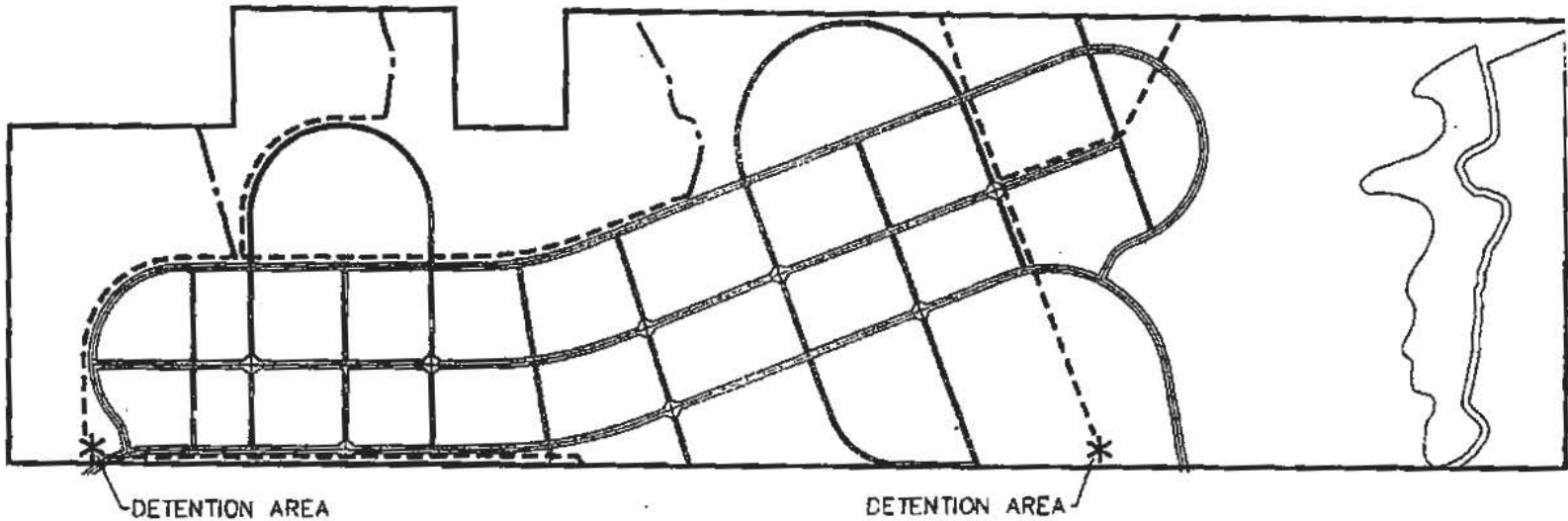
There are many practices for Low Impact Developments that can decrease runoff through drainage ways, decrease required detention volume, improve water quality of runoff, and create more area for parks, open space, and other landscaped areas. Check dams and bioretention in the landscaped drainage ways can help lower velocities and flows of storm water runoff while improving water quality, lessening the required detention volume downstream, and creating recreational areas throughout the site. Extended detention can create additional usable park and recreation areas while improving water quality leaving the development. By utilizing the combination of LID-enhanced drainage ways and existing detention basins the Evans Creek project can provide mitigation to the impacts of developed storm water runoff.

LEGEND

———— SITE BOUNDARY

- - - - - NATURAL DRAINAGE WAY

- - - - - LANDSCAPED DRAINAGE WAY



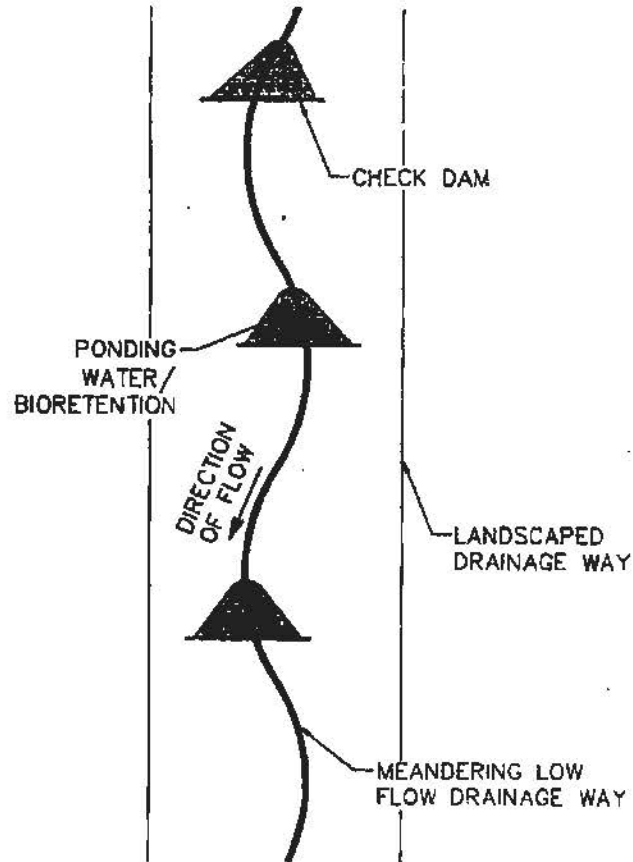
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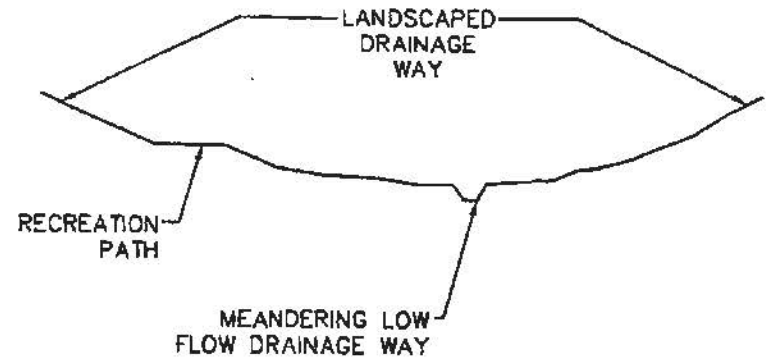
EVANS RANCH SUBDIVISION
CITY OF RENO, NEVADA
PROPOSED DRAINAGE MAP

PROJ. NO.:	MAP	SHEET	
DRAWN BY:	PLK	1	OF
DATE:	11/08/07		
SCALE:	N.T.S.	BTREN	07087

CHECK DAM EXAMPLE



LANDSCAPED DRAINAGE WAY CROSS SECTION EXAMPLE



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EVANS RANCH SUBDIVISION
CITY OF RENO, NEVADA
DRAINAGE WAY DETAILS

PROJECT NO.:	MAR	SHEET	
DRAWN BY:	FLK	2	OF 2
DATE:	11/19/07	BTREN	07007
SCALE:	N.T.S.		



Community Development Department

MEMORANDUM

Date: March 6, 2008
To: Reno City Planning Commission
From: Vern Kloos, AICP, Senior Planner
Subject: LDC08-00150 (Evans Ranch)

Based upon further input from Police and Fire Department staff, the following modifications to the Police and Fire standards are recommended:

Police department staff are in the process of developing a formula to assess costs for police services. Since this formula has not been finalized the following language is recommended to replace the second bullet point of the Fees section on page 13 of Exhibit A (page 77 of the PUD Handbook) contained in the staff report.

- ~~[A Police Department facilities fee of \$242.00 per dwelling unit;]~~
- "and The project will be subject to any adopted City wide police facility fee that is established prior to approval of the first final map within the Evans Ranch PUD."

The last sentence on page 20 of the PUD Handbook should also be modified to read as follows:

"In addition, Evans Ranch will provide a [\$242.00] per home ~~[for]~~ police facilities fee (see implementation section page 77)."

Attached to this memo (Exhibit 1) are the Fire Department requirements and conditions for this project, as approved by the Fire Chief on March 6, 2008. These requirements and conditions will be incorporated into the Implementation section of the PUD Handbook and replace the Fire Services Agreement text and Fees pertaining to Fire services contained on pages 12 and 13 of Exhibit A (pages 76 and 77 of the PUD Handbook). It should be noted that a 600 square foot office space with 4 work stations and four extra parking spaces will be added to the 7,200 square foot fire station for beat police officers serving this project.

Memo - PC - LDC08-00150 (Evans Ranch) - 03-06-08.doc



DIVISION OF FIRE PREVENTION

Fire Chief Paul Wagner

Fire Marshal Bill Burney

March 6, 2008

Mr. Bill Thomas, AICP
Reycon, LLC
1875 Carlentint Court
Reno, NV 89519

SUBJECT: EVANS RANCH

Dear Mr. Thomas,

Following our meetings together and after reviewing your e-mail dated February 21, 2008 regarding the Evans Ranch Development, the Reno Fire Department can support your development if the following changes for potential fire protection and facilities are included in the Planned Unit Development Handbook. The preliminary fire service phasing and funding is outlined below.

Public Fire Protection Services and Facilities

The Reno Fire Department requests that the developer of the Evans Ranch development, incorporate into the PUD the requirement (enter into a written fire station development agreement with the City of Reno,) to construct and dedicate a new two (2) bay fire station on a 2.5 acre site for the Reno Fire Department, meeting the fire department's specifications.

Evans Ranch will provide and dedicate land, water, utilities and construct a turnkey, (meaning fully equipped functional fire station) new full-time two (2) bay fire station to be located within the Evans Ranch development area. The location of the new fire station shall be to the approval of the Reno Fire Department. The fire station shall be modeled after the Bella Vista Ranch and Cold Springs Fire Stations for an approximate square footage of plus or minus 7,200 square feet, with the land for a future addition of a third fire truck bay. The fire station may be one or two stories in height at Evans Ranch's discretion. Evans Ranch shall dedicate the fully constructed fire station and land to the City of Reno, free and clear of all hazardous waste and contaminants, liens, special assessments, homeowner association requirements, other encumbrances and title exceptions on the timeline set forth below. Any title exceptions which Evans Ranch Development requests remain on the fire station site will require the approval of the Reno City Council.

Bill Thomas, AICP
Reyeon, LLC
March 6, 2008
Page 2 of 2

In addition, the developer shall purchase and dedicate to the City of Reno Fire Department, two (2) new fire apparatus trucks to serve the project. Fire apparatus' will include a new triple combination pumper and a new Model 14 brush truck specific to the City of Reno Fire Department's specifications. These apparatus' shall be supplied with all equipment specified by the City of Reno Fire Department. The apparatus' and equipment will be utilized at the new Evans Ranch Fire Station.

The City of Reno shall staff and maintain 24 hour full time fire protection personnel upon dedication of the new fire station. Staffing will include four firefighters per the shift period for a total of 15 personnel.

Prior to the first recordation of the first final map the developer shall establish a per residential unit fee sufficient to fund all obligations of the developer referenced in this letter and collect it at the time of each recordation of each final map to cover the proportionate share of the cost of the fire station, brush truck and pumper equipment and such fees shall be held in a City of Reno established restricted fund and shall act as security for performance of the Fire Services Agreement.

Prior to or with the recordation of the final map for the 1,000th residential lot, the fire station site will be dedicated to the City of Reno. Both the new fire station and fire apparatus trucks with equipment shall be provided prior to the recordation of the final map for the 1,700th residential lot.

The applicant shall submit as part of the PUD application, a wildfire safety "defensible space" program to the satisfaction of the Reno Fire Department. The applicant will comply with nationally recognized standards such as the latest edition of the "International Wildland-Urban Interface Code" and "Living With Fire: A Guide for the Homeowner" written by Ed Smith, University of Nevada Cooperative Extension. This program will be developed and maintained as part of the Evans Ranch Planned Unit Development Handbook.

Please contact me at 334-2300 for further discussion after you have reviewed this projected plan. We appreciate your work in the project and look forward to establishing an effective and efficient fire protection plan for the Evans Ranch Development.

Sincerely,


Paul Wagner, Fire Chief

Cc: Tracy Chase, Chief Deputy City Attorney
Gary Neilson, Division Chief
Bill Burney, Fire Marshal
David Mills, Captain
John Hester, Community Development Director
Claudia Hanson, Deputy Community Development Director - Planning
Vern Kloos, Senior Planner