

**SUMMIT** ENGINEERING CORPORATION

TM



**QUAIL VALLEY  
IN THE  
PINES**

**PLANNED UNIT DEVELOPMENT  
HANDBOOK**

Prepared for

Kenterprises  
P.O. Box 50300  
Reno, NV 89513

Prepared by



**SUMMIT<sup>TM</sup> ENGINEERING  
CORPORATION**

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Job # 24697**

**January 2002**





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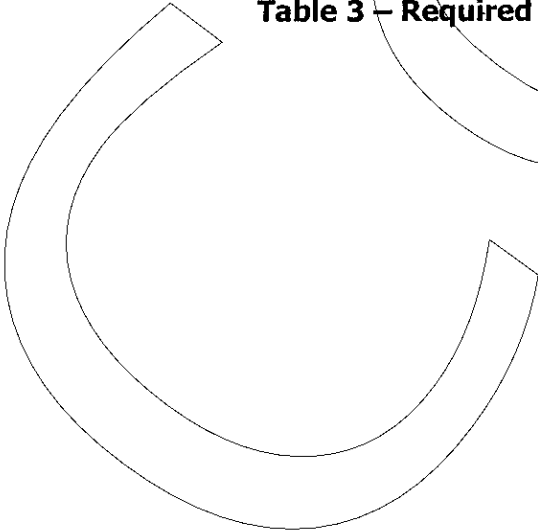
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I. INTRODUCTION

STATEMENT OF PRESENT OWNERSHIP

The property is currently owned by Kenterprises, LLC, a Nevada Limited Liability Company.

PROJECT DESCRIPTION

The property included within the Quail Valley in the Pines project consists of two parcels totaling 85.38 acres. All 85.38 acres is intended to be annexed to the City of Reno with 43.28 acres to be rezoned to Planned Unit Development at this time. The balance of the property, 42.1 acres, will be developed at a later date when details of the roadway and development patterns of adjacent properties are known.

The project site is located at the present terminus of Pine Haven Road. Figure 1 depicts the site location.

The goal of the project is to provide a high quality custom home development. Lots will be sold to individuals and quality will be assured by the creation of a Design Review Committee, development standards and Covenants, Conditions and Restrictions.

Table 1 describes the land uses in this development.

Table 1 – Land Use

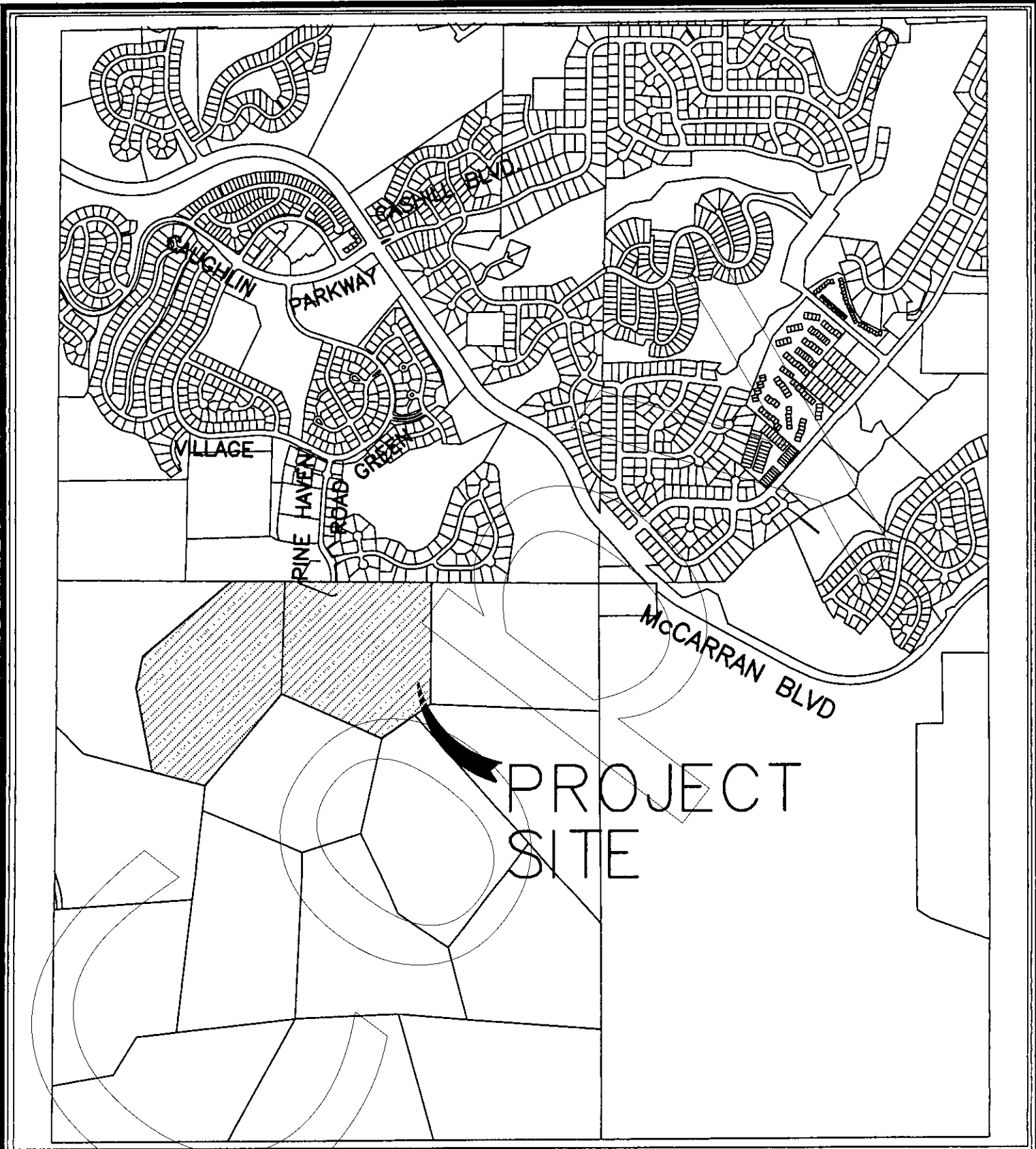
Use	Acreage	Percentage
Residential Area	22.38	59%
Common Area	16.20	37%
Roadways	4.70	11%
Total	43.28	100%

PHASING PLAN

The project will contain 28 lots and is intended to be developed in a maximum of three phases. The project phasing is shown on Figure 3 and will be as follows:

Table 2 – Phasing Plan

Phase 1	13 lots – lots 1 through 13	(2002 – 2003)
Phase 2	8 lots – lots 16 through 21	(2005 – 2007)
Phase 3	7 lots – lots 22 through 28	(2007 – 2009)
Total	28 lots	



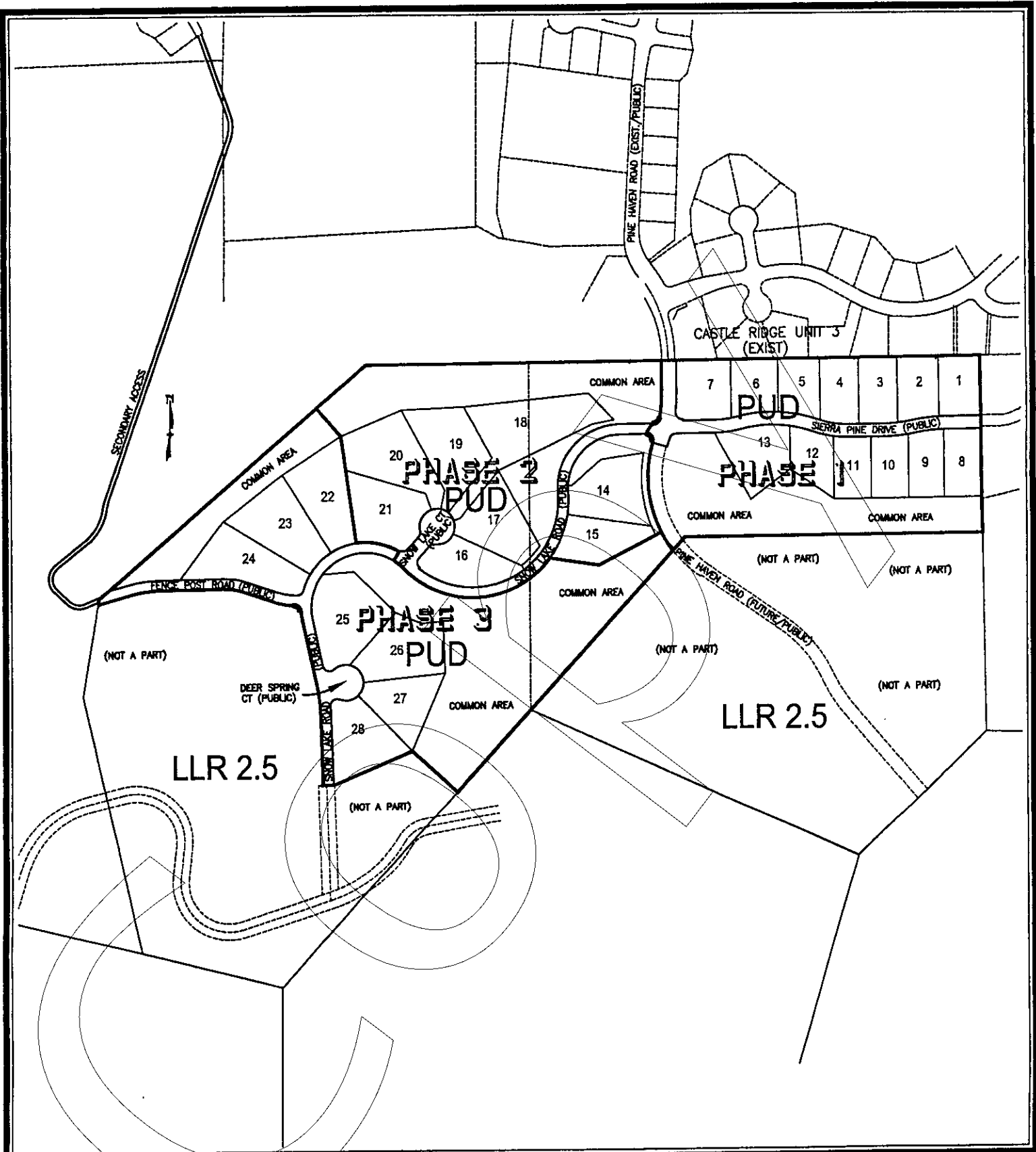
QUAIL VALLEY  
IN THE PINES  
VICINITY MAP

FIGURE 1  
NO SCALE

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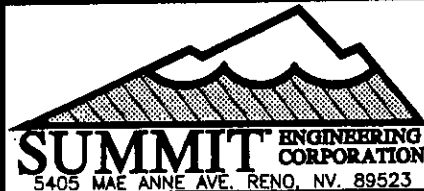
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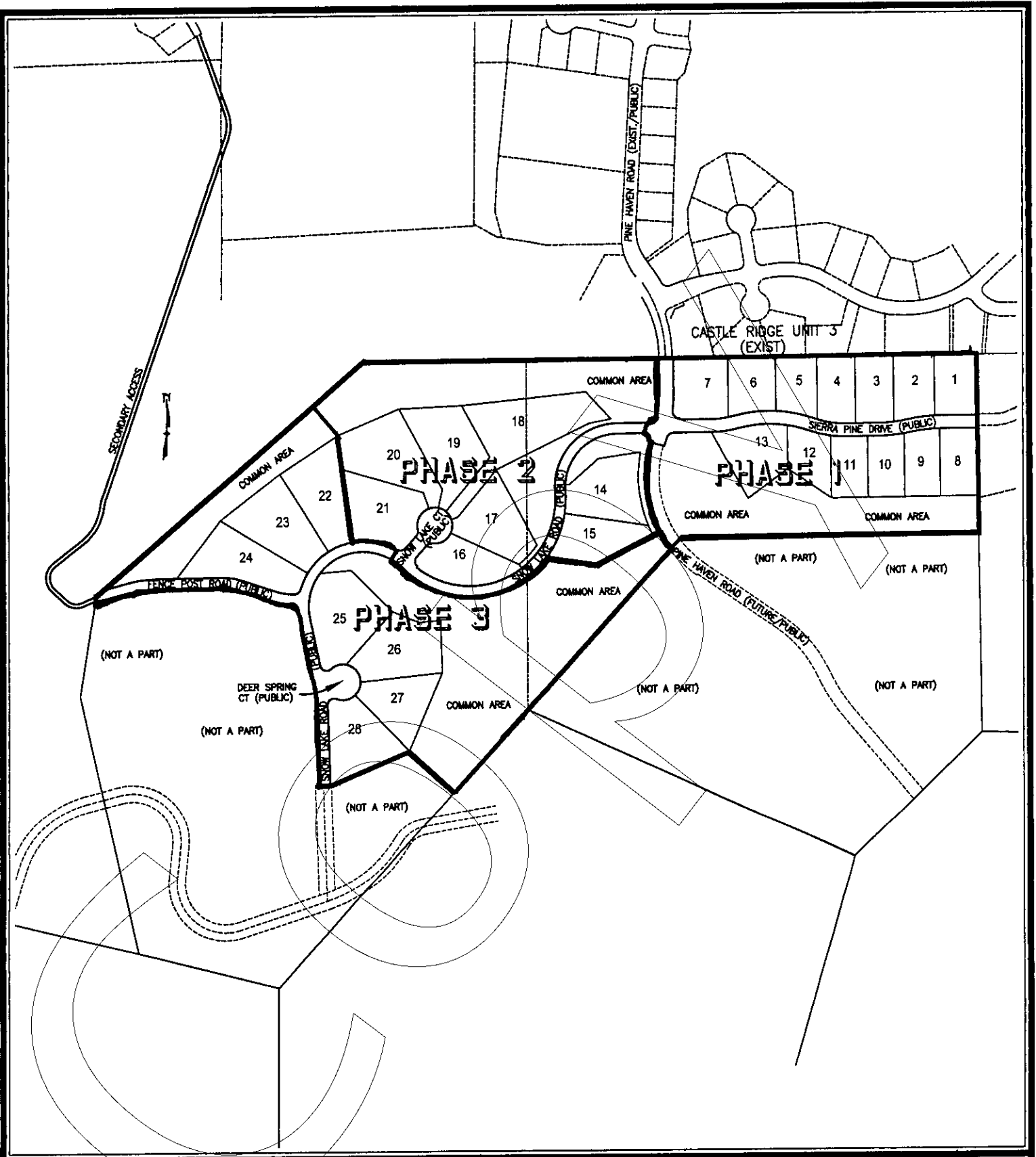
QUAIL VALLEY  
 IN THE PINES  
 ZONING MAP

FIGURE 2  
 SCALE: 1" = 400'

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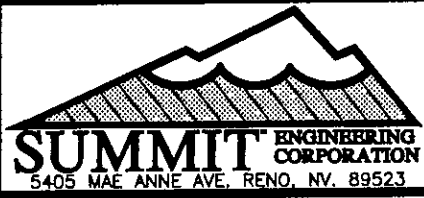


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QUAIL VALLEY  
IN THE PINES  
PHASE MAP

FIGURE 3  
SCALE: 1" = 400'  
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## II. FACILITIES AND SERVICES

### ROADWAYS

The project will have primary access from Pine Haven Road. This roadway is built to City of Reno residential collector standards. Sierra Pine Drive will be extended to the east from the site to connect to the Whispering Pines development. Snow Lake Road will be extended from Pine Haven Road west to provide access to the balance of the subdivision. With the third phase of development (lots 22-28), a permanent emergency access road, Fence Post Road (see Figure 4), will be constructed to the present terminus of Pine Bluff Road.

All roadways within the project will be public. Figure 4 depicts the improvement standards for each roadway.

Snow Lake Road will have a design speed of 25 mph. This design standard will allow adequate traffic flow from properties to the west while assuring grading is minimized in revegetation of the topography of the area.

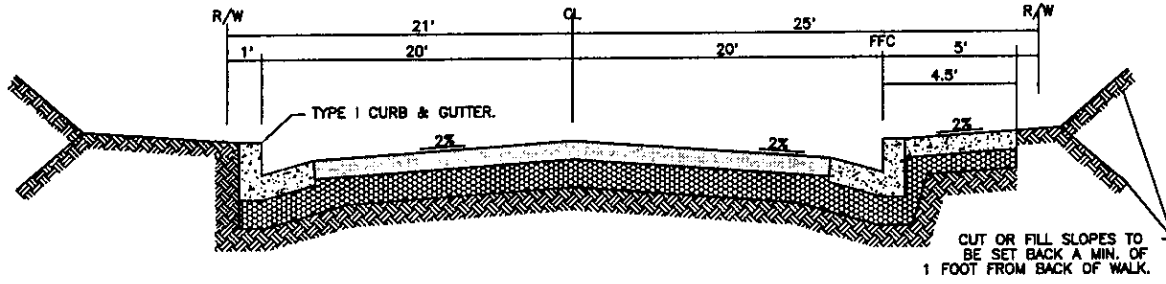
When completed, the project will provide three access points to the area consisting of:

- Pine Haven
- Pine Bluff
- Emergency access from McCarran Boulevard

Dirt road access to public lands located to the west of the project shall be maintained at all times, including during construction, to the satisfaction of City of Reno Staff. If the United States Forest Service prohibits motorized vehicles on the Hunter Lake Road, then access shall be maintained for non-motorized vehicles and pedestrians. Access for fire vehicles and equipment shall be permitted at all times. Future owners will be notified regarding access to public lands.

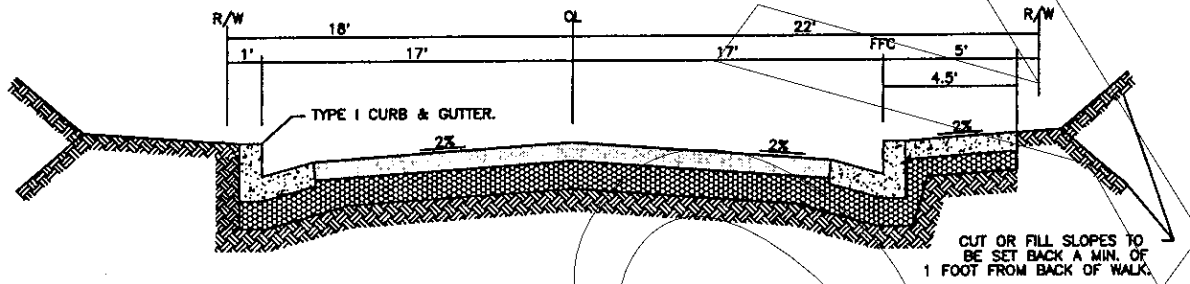
In order to address potential impacts of additional traffic on Pine Haven Drive, each final map shall be evaluated for the need to install traffic calming measures at the intersection of Pine Haven and Sierra Pine Drive.

With the final map for Phase 1, adequate right-of-way shall be provided at the intersection of Pine Haven and Sierra Pine Drives to accommodate potential future traffic calming measures. If no traffic calming measures are required by the time of the final map for Phase 3, any unused right-of-way shall be returned to the Homeowners Association.



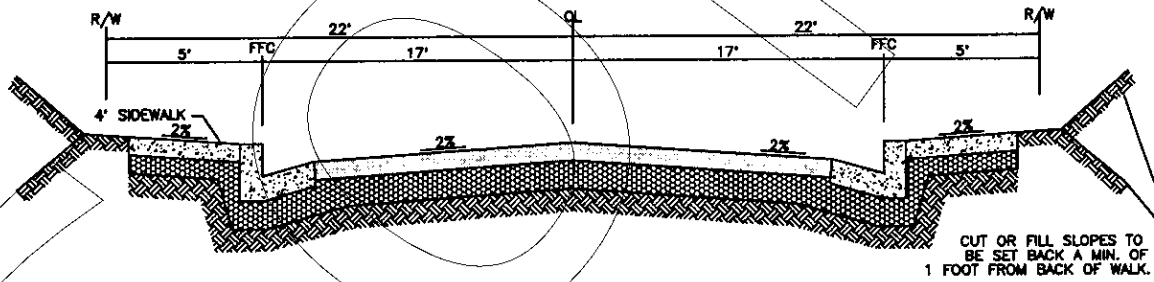
TYPE I STREET IMPROVEMENT~46' R/W  
 PARKING BOTH SIDES AND SIDEWALK ONE SIDE  
 COLLECTOR

PINE HAVEN ROAD



TYPE II STREET IMPROVEMENT~40' R/W  
 PARKING BOTH SIDES AND SIDEWALK ONE SIDE

SIERRA PINE DRIVE



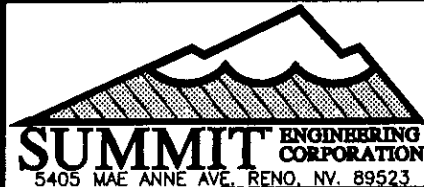
TYPE III STREET IMPROVEMENT~44' R/W  
 PARKING ONE SIDE, SIDEWALK BOTH SIDES

SNOW LAKE COURT  
 DEER SPRINGS COURT

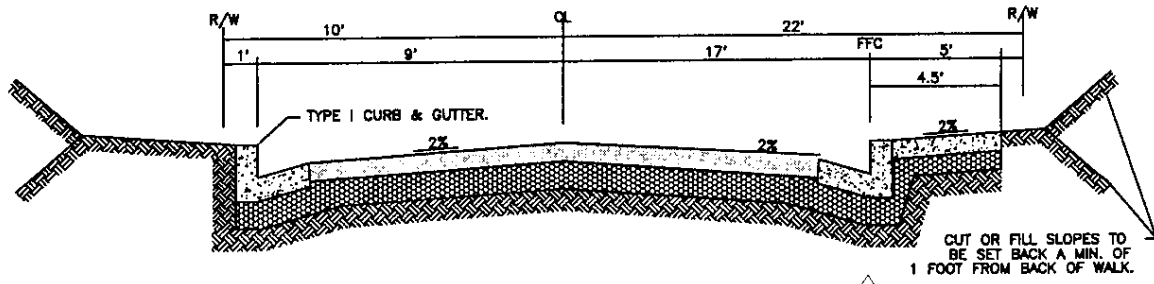
QUAIL VALLEY  
 IN THE PINES  
 STREET SECTIONS

FIGURE 4

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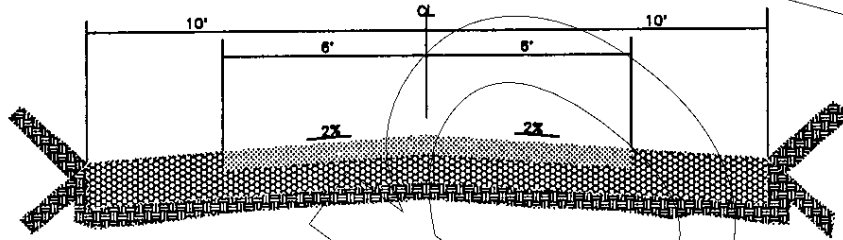


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**TYPE IV STREET IMPROVEMENT~32' R/W  
PARKING AND SIDEWALK ONE SIDE**

SNOW LAKE ROAD  
FENCE POST ROAD

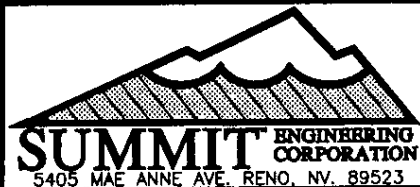


**SECONDARY ACCESS  
12' PAVING SECTION W/ 20' BASE SECTION**

QUAIL VALLEY  
IN THE PINES  
STREET SECTIONS

FIGURE 4

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## WATER SUPPLY

The property was provided with 31.25 AF of water rights with the original parcelization of the property. The property is within the service territory of Sierra Pacific Power Company.

Water service will be provided by the extension of the existing 10" water line which is located in Pine Haven Road to the north of the site.

## SEWERAGE

The project will be connected to the City of Reno sewer system with treatment provided by TMWRF. The majority of the site will be serviced by a gravity system connecting to the 8" line in Pine Haven Road. The eastern portion of the property (Phase one) will be served by a gravity line through the Whispering Pines project to McCarran Boulevard.

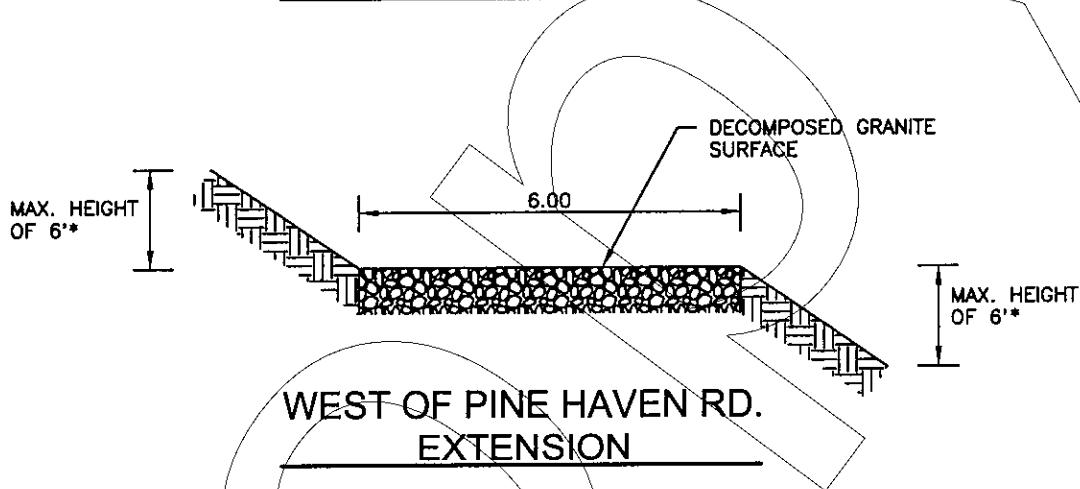
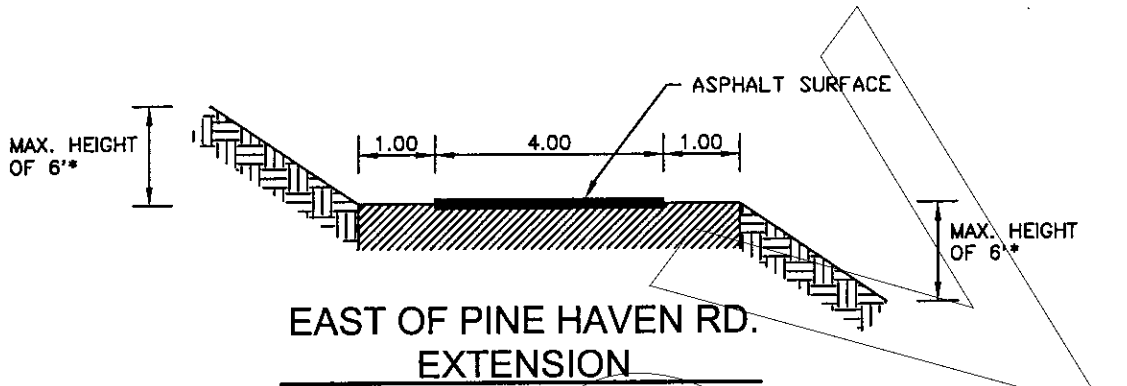
## COMMON AREA IMPROVEMENTS

Approximately 37% of the site will be retained as common area. The majority of the Common Areas will be left in their natural state to retain the natural quality of the site. Cuts and fills located in Common Areas will be revegetated or ornamentally landscaped consistent with the approved landscape plans or as required by City of Reno Staff.

The entry to the project on Pine Haven Road will be provided with enhanced landscaping consistent with the landscape elements, which currently exist along Pine Haven Road. The area will provide an entry statement to the project.

A major natural drainageway bisects the southern end of the project. This area will be retained in its natural state consistent with the City of Reno Major Natural Drainageway Plan. The only improvement proposed is a path to connect to the approved path in the Whispering Pines project (see Figure 5). This path will be provided for pedestrian access and improvements, and will be defined by the City of Reno.

Maintenance of all open space which is not dedicated to the City, including the drainageway trail, shall be provided by the Homeowners Association.



\*HEIGHT OF CUTS AND FILL MAY EXCEED SIX(6) FEET WITH USE OF RETAINING WALLS

\*ASPHALT SURFACE SHALL BE A 4' MINIMUM UNLESS OTHER WISE REQUIRED BY CITY OF RENO PARK STAFF TO BE WIDER.

QUAIL VALLEY IN THE PINES  
 PEDESTRIAN  
 TRAIL DETAIL

FIGURE 5  
 SCALE: 1"=10'

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### III. SITE DEVELOPMENT

#### HILLSIDE DEVELOPMENT

The Quail Valley in the Pines development is proposed for a portion of two parcels totaling ±85 acres in size. This property, which includes slopes of greater than 15% over 74% of the site, is considered a "Hillside Development" by definition of the Reno Municipal Code. The project was designed in recognition of this fact. The majority of the grading associated with the proposed development occurs as a result of the roadway construction.

Reno Municipal Code Section 18.06.804(F) requires approximately 43.5 acres of this property (±85 acres) in a natural state. The area of disturbance proposed is 13.40 acres. This leaves 71.60 acres of the site undisturbed.

#### DRAINAGEWAY

The southern portion of the property is defined by the City of Reno as a "natural" major drainageway. This drainageway will remain as open space and be maintained by the Homeowners Association.

The only grading which occurs in the drainageway is associated with the construction of the pedestrian trail. This trail will be designated for public access with the appropriate final maps.

Construction of individual houses along the drainageway must include silt fencing or equivalent construction methods to preclude impact to the drainageway.

#### LAND USE

Only single family detached residential dwellings will be allowed within the project. No other uses or structures are permitted. The project density will be as follows:

Gross	43.28 acres	0.65 du/ac
Net	22.38 acres	1.25 du/ac

Figure 7 defines the land use and building envelopes for the project.

#### LOT SIZES

The minimum lot size will be ½ acre (21,780 sq. ft.) with an average lot size of 0.79 acres (34,822 sq. ft.).



## FIRE PROTECTION

Fire service will be provided by the City of Reno Fire Department. The closest fire station is located on Skyline Boulevard to the northeast of the site. Specific improvements per phase are detailed in the attached letter dated March 20, 2001.

Fire protection will be enhanced by:

- Improved emergency access
- Residential sprinklers
- Fire retardant roofing materials
- Fire breaks around homes

Final development plans for the project will conform to the requirements of the *1997 Urban-Wildland Interface Code* as interpreted by the Reno Fire Department.

## DEFENSIBLE SPACE

Provisions of this section are intended to modify the fuel load in areas adjacent to structures to create a defensible space.

Fuel modification shall be provided within a distance from buildings or structures as specified in Table 3. Distances specified in Table 3 shall be measured along the grade from the perimeter or projection of the building or structure as shown in Figure 6. Distances specified are taken from *1997 Urban-Wildland Interface Code*, copyright International Fire Code Institute, 1997. The City of Reno Fire Marshall shall determine applicability and standards. In the event of a conflict between the ornamental landscaping requirement of this handbook and the requirements for fuel modifications, the fuel modification requirement shall prevail.

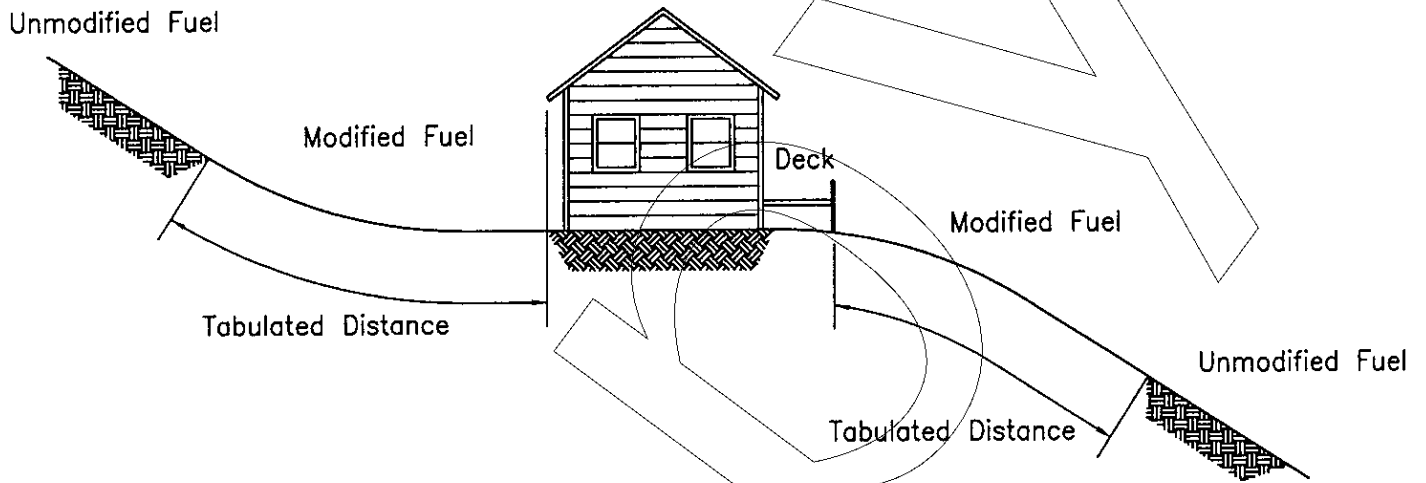
Table 3 – Required Defensible Space

Urban-Wildland Interface Area	Fuel Modification Distance (feet)
Moderate hazard	30
High hazard	50
Extreme hazard	100

For SI: 1 foot = 304.8 mm.

Persons owning, leasing, controlling, operating, or maintaining buildings or structures requiring defensible spaces are responsible for modifying or removing nonfire-resistive vegetation on the property owned, leased or controlled by said person.

Ornamental vegetative fuels or cultivated ground cover, such as green grass, ivy, succulents or similar plants used as ground cover, are allowed to be within the designated defensible space provided they do not form a means of readily transmitting fire from the native growth to any structure.



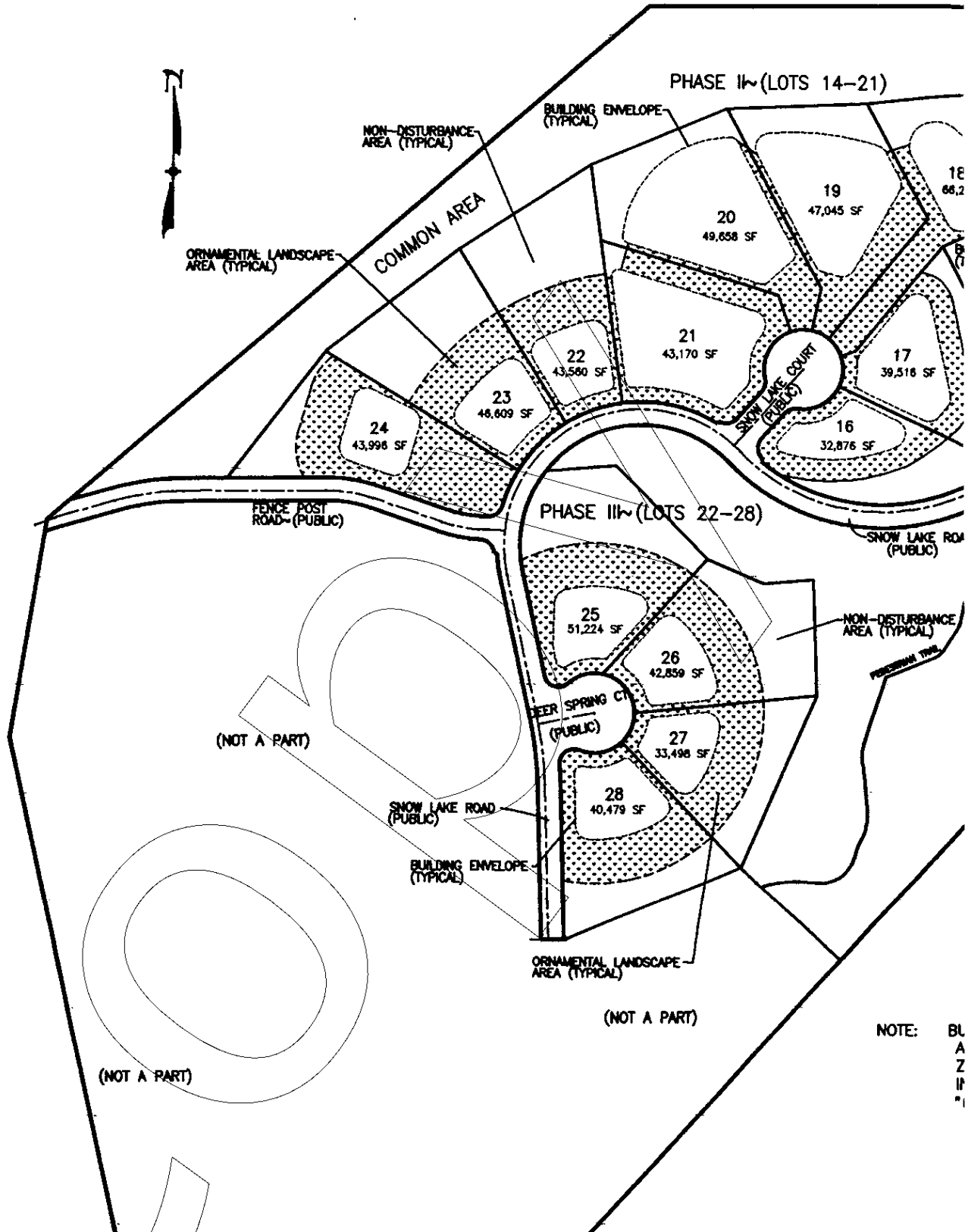
MEASUREMENTS OF FUEL  
MODIFICATION DISTANCE

FIGURE 6  
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SCALE: 1" = 200'

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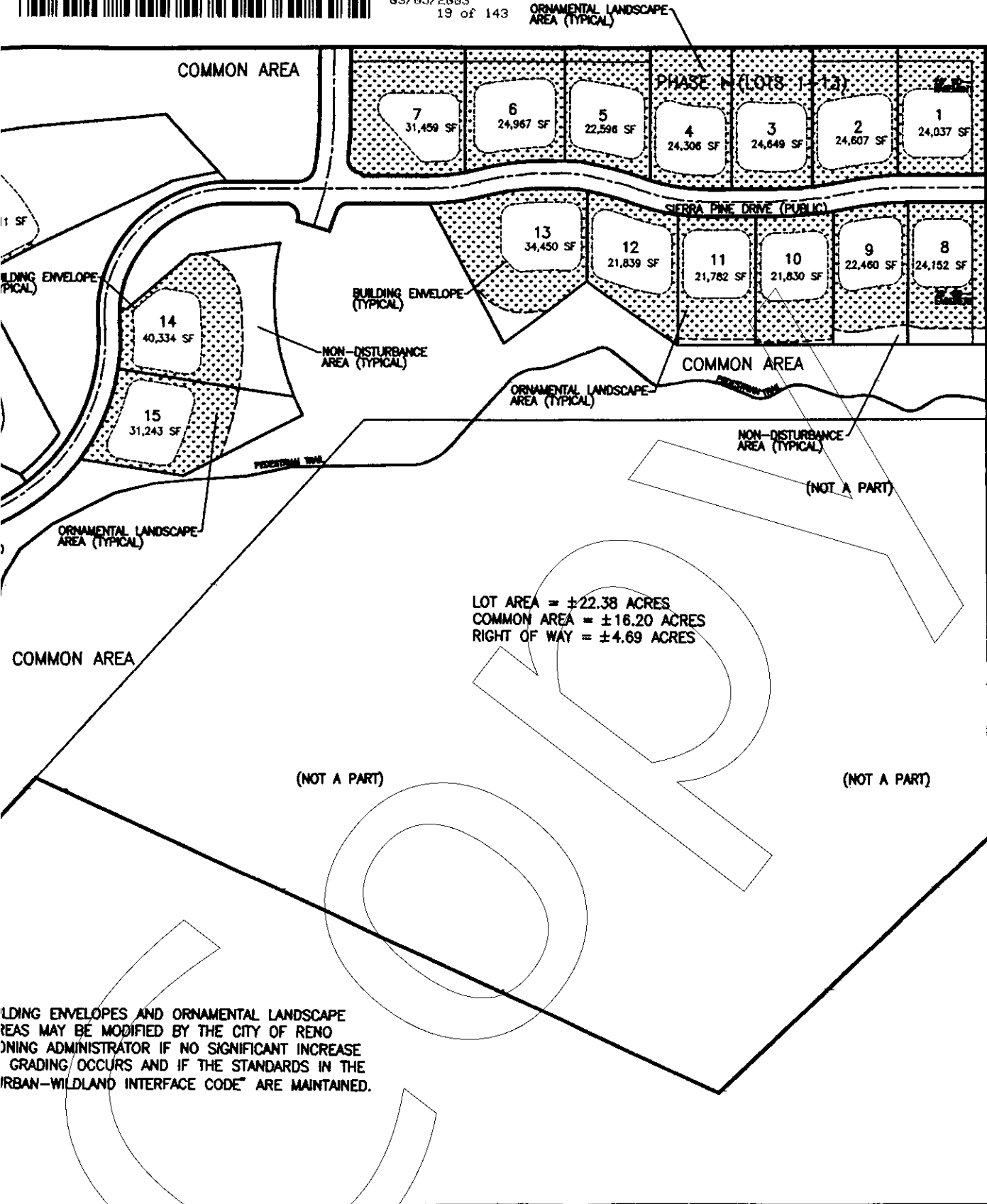
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BUILDING ENVELOPES AND ORNAMENTAL LANDSCAPE AREAS MAY BE MODIFIED BY THE CITY OF RENO PLANNING ADMINISTRATOR IF NO SIGNIFICANT INCREASE IN GRADING OCCURS AND IF THE STANDARDS IN THE "URBAN-WILDLAND INTERFACE CODE" ARE MAINTAINED.

FIGURE 7  
QUAIL VALLEY IN THE PINES  
LAND USE/BUILDING ENVELOPES

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Trees are allowed within the defensible space provided the horizontal distance between crowns of adjacent trees, and crowns of trees and structures, overhead electrical facilities, or unmodified fuel is not less than 10 feet (3048 mm). Deadwood and litter shall be regularly removed from trees.

#### STORAGE OF FIREWOOD AND COMBUSTIBLE MATERIALS

Firewood and combustible material for consumption on the premises shall not be stored in unenclosed spaces beneath buildings or structures, or on decks or under eaves, canopies or other projections or overhangs. When required by the code official, storage of firewood and combustible material stored in the defensible space shall be located a minimum of 20 feet (6096 mm) from structures and separated from the crown of trees by a minimum horizontal distance of 15 feet (4572 mm).

Firewood and combustible materials not for consumption on the premises shall be stored so as to not present a hazard.

#### ROOF COVERING

Roofs shall have at least Class A roof covering. For roof coverings where the profile allows a space between the roof covering and roof decking, the space at the eave ends shall be fire stopped to preclude entry of flames or embers.

#### BUILDING SITING / ENVELOPES

To minimize grading and retain the natural character of the site, each lot will be provided with a building envelope. No grading or structures will be allowed outside of these envelopes except for driveways and utilities.

In addition to building envelopes, some lots will be deed restricted with non-disturbance areas. These areas will preclude lot owners from grading or removing vegetation unless in conformance with the landscape section of this handbook. Removal of existing trees is expressly forbidden unless approved in writing by the Design Review Committee and the City of Reno Community Development Staff.

The building envelopes for lots 1-15 and 22-28 shall not exceed 100 feet in depth and 120 feet in width, unless it can be demonstrated to the satisfaction of the zoning administrator that a modified envelope will have no significant increase in the amount of grading for the lot. Lots 16-21 may have the building envelopes shown on the tentative map plans. Typical building envelopes can be found on Figure 7.

Structures on lots 1-7 and 16-24 shall be built at grade to minimize alterations of the natural grades. Grading disturbances for lots 16-24 will be limited to foundations, driveways, patios, utilities and landscaping.



## SETBACKS

Minimum setbacks shall be as follows:

Front – Twenty (20) feet

Side – Ten (10) Feet

Rear – Thirty (30) feet

Variations to these setbacks may be allowed by the Design Review Committee if it can be shown that significant vegetation is preserved. No variance will be allowed unless approved by the City of Reno Planning Commission, and upon appeal, City Council.

Residential structures shall be setback from high voltage power lines in accordance with the Reno development codes (100 feet from 60 kV lines and 150 feet from 120 kV lines).

## ARCHITECTURE

Structures are to be designed so as to minimize grading. Hillside adaptive architecture will be required on lots 8-13 and 16-24. Figure 8 provides examples of hillside adaptive architecture, which must be used in the project. Hillside adaptive architecture shall be in compliance with Sections 18.06.803 through 18.06.806 of the City of Reno Development Code. Retaining walls, daylight basements, split level, cross slope split level, down slope split level, up hill split level designs and/or stepped footings will be required on lots with significant slopes to minimize disruption of the natural land form.

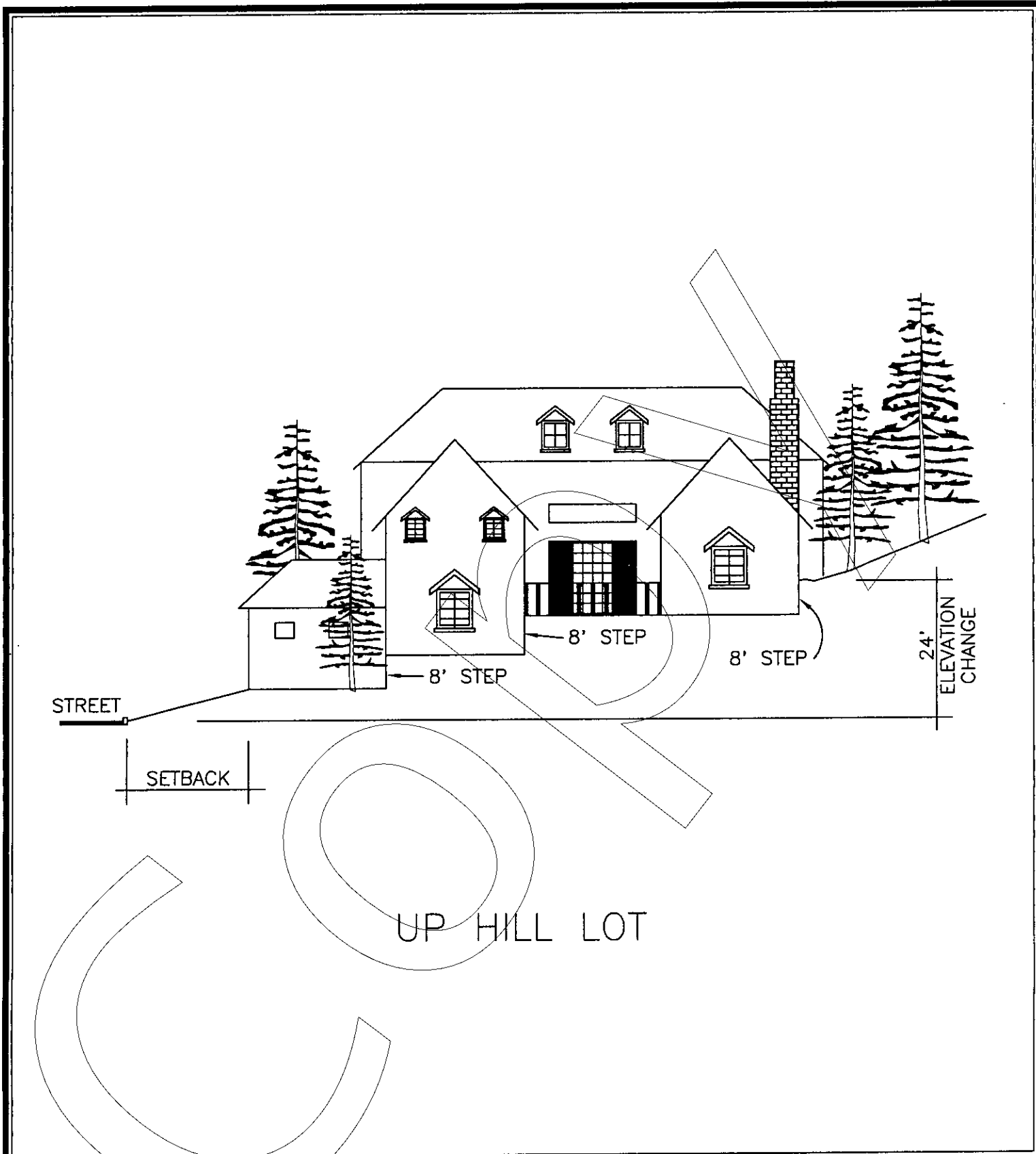
## LANDSCAPING

Project landscaping will be installed in accordance with the approved landscape plan for the project. Figure 9 depicts a preliminary landscape plan. All common area landscaping will be maintained by the Homeowners Association. Landscaped slopes within individual lots may not be altered by homeowners unless approved by the Design Review Committee and the City of Reno.

One tree shall be planted for each lot at a rate of one tree for every thirty (30) feet of street frontage. Trees shall be planted along the public right-of-way unless an alternative design is approved by the zoning administrator.

Each plan for a building permit shall include a landscape plan for all disturbed areas. Such landscape plan shall be prepared by a landscape architect registered in the State of Nevada. Each plan shall include a minimum of four new evergreen trees, two in the front yard and two in the rear yard.

All disturbed common/open space areas, including the rockery wall benches, shall be landscaped with one (1) tree per 300 square feet and six (6) shrubs per tree. There

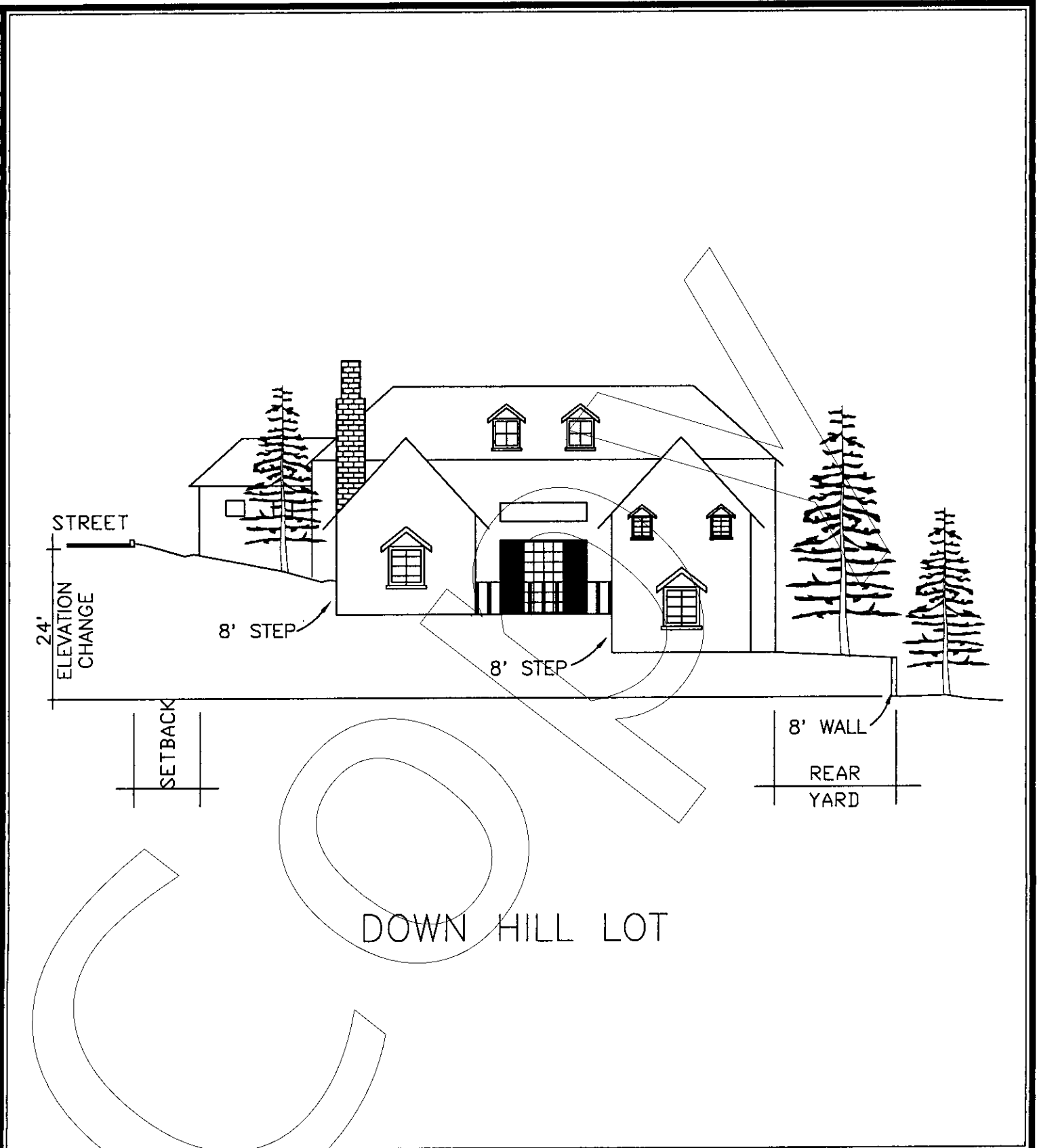


**FIGURE 8**  
**TYPICAL HILLSIDE**  
**ARCHITECTURE**

QUAIL VALLEY
THE PINES
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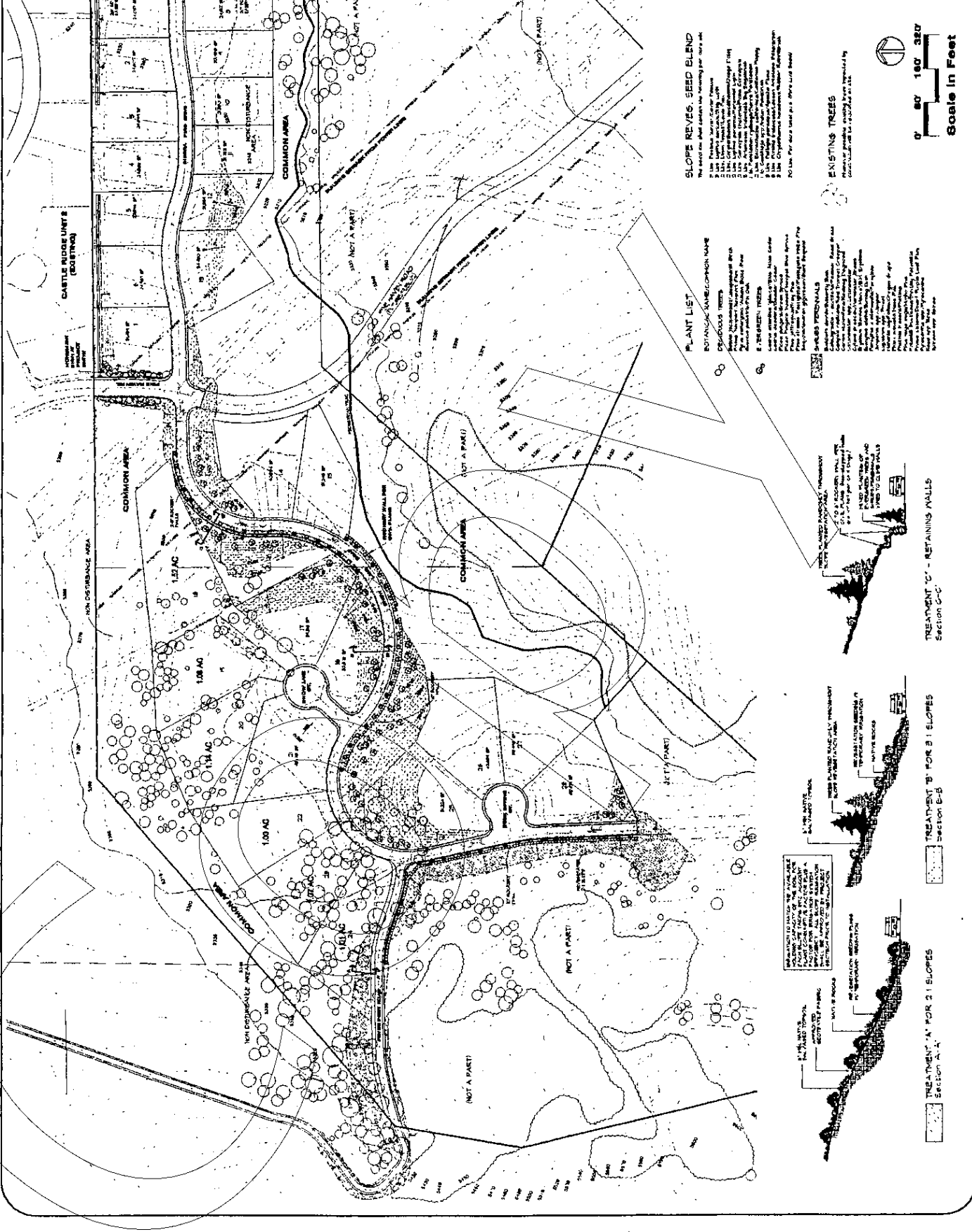


**FIGURE 8**  
**TYPICAL HILLSIDE**  
**ARCHITECTURE**

QUAIL VALLEY
THE PINES
Copyright SUMMIT ENG 2002



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shall be one (1) to one (1) replacement for all trees removed on site, including those on residential lots with 70% of them being evergreen in sizes that comply with the development code. The replacement trees for residential lots shall be located in the disturbed common areas. All landscaping and native revegetation that is not located within residential lots or dedicated to the City shall be maintained by a Homeowners Association and/or maintenance association.

All landscaping of individual lots shall be installed within six (6) months of the issuance of a Certificate of Occupancy by the City of Reno unless an extension is granted by the Design Review Committee.

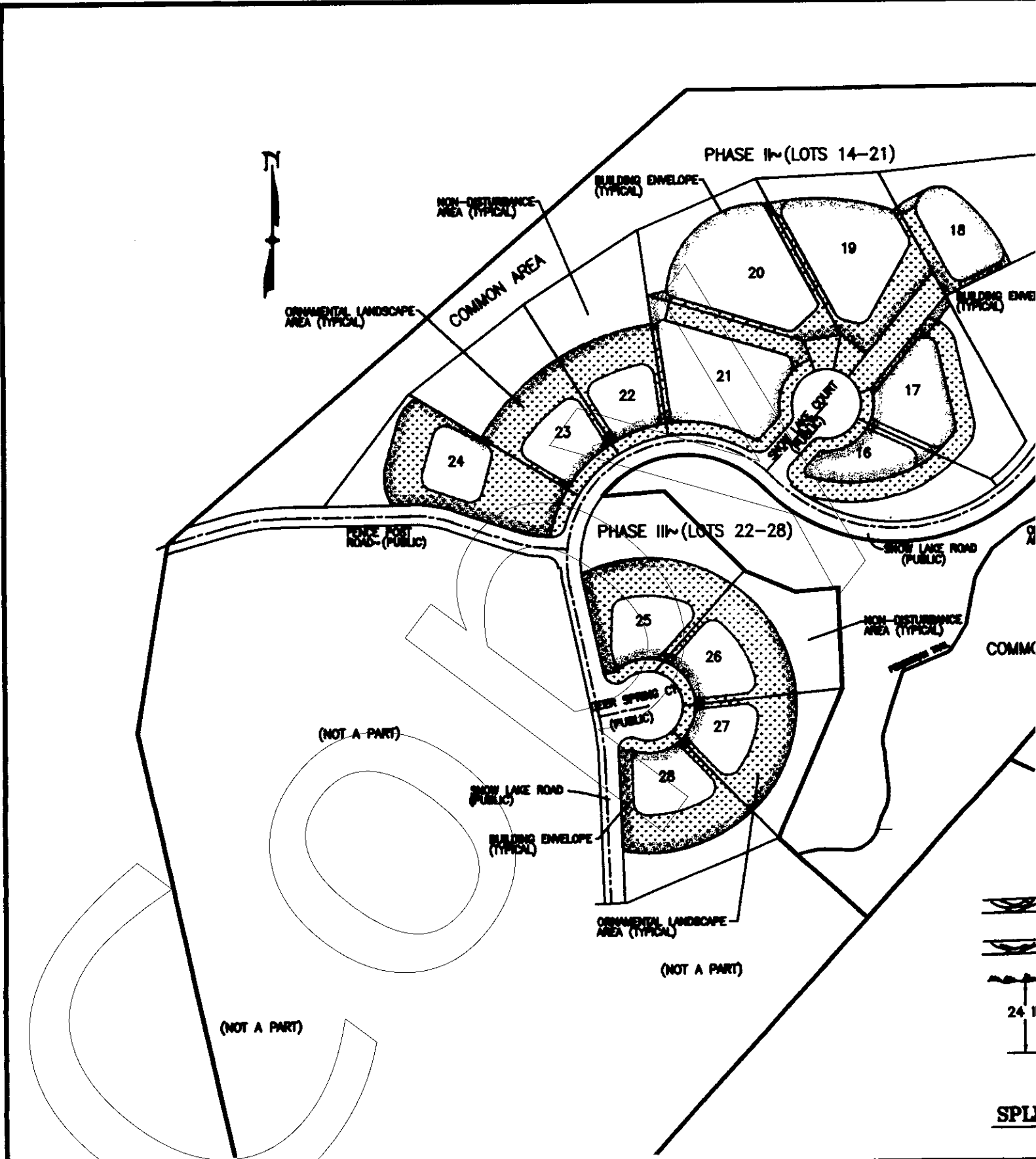
Ornamental landscaping shall be limited in the rear lots as follows:

1. For lots 1-7, ornamental landscaping may be planted anywhere on the lots.
2. For lots 8-11, 14, 15 and 22-28, ornamental landscaping may be planted within 60 feet behind the required building envelope.
3. For lots 19-21, ornamental landscaping may be placed 60 feet behind the residential structure.
4. For lots 12, 13, 16, and 17, ornamental landscaping shall be limited to 30 feet behind the residential structure.

These areas are shown on Figure 10.

Landscape plans shall include fire resistive vegetation. All plants will burn under extreme fire weather conditions such as drought. However, plants burn at different intensities and rates of consumption. Fire-resistive plants burn at a relatively low intensity, slow rates of spread and with short flame lengths. The following are characteristics of fire-resistive vegetation:

1. Growth with little or no accumulation of dead vegetation (either on the ground or standing upright).
2. Non-resinous plants (willow, poplar or tulip trees).
3. Low volume of total vegetation (for example, a grass area as opposed to a forest or shrub-covered land).
4. Plants with high live fuel moisture (plants that contain a large amount of water in comparison to their dry weight).
5. Drought tolerant plants (deeply rooted plants with thick, heavy leaves).
6. Stands without ladder fuels (plants without small, fine branches and limbs between the ground and the canopy of overtopping shrubs and trees).
7. Plants requiring little maintenance (slow-growing plants which, when maintained, require little care).
8. Plants with woody stems and branches that require prolonged heating to ignite.



**SUMMIT**

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CORPORATION

SCALE: 1"=200'

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JOB #: J24697

CHECKED BY:

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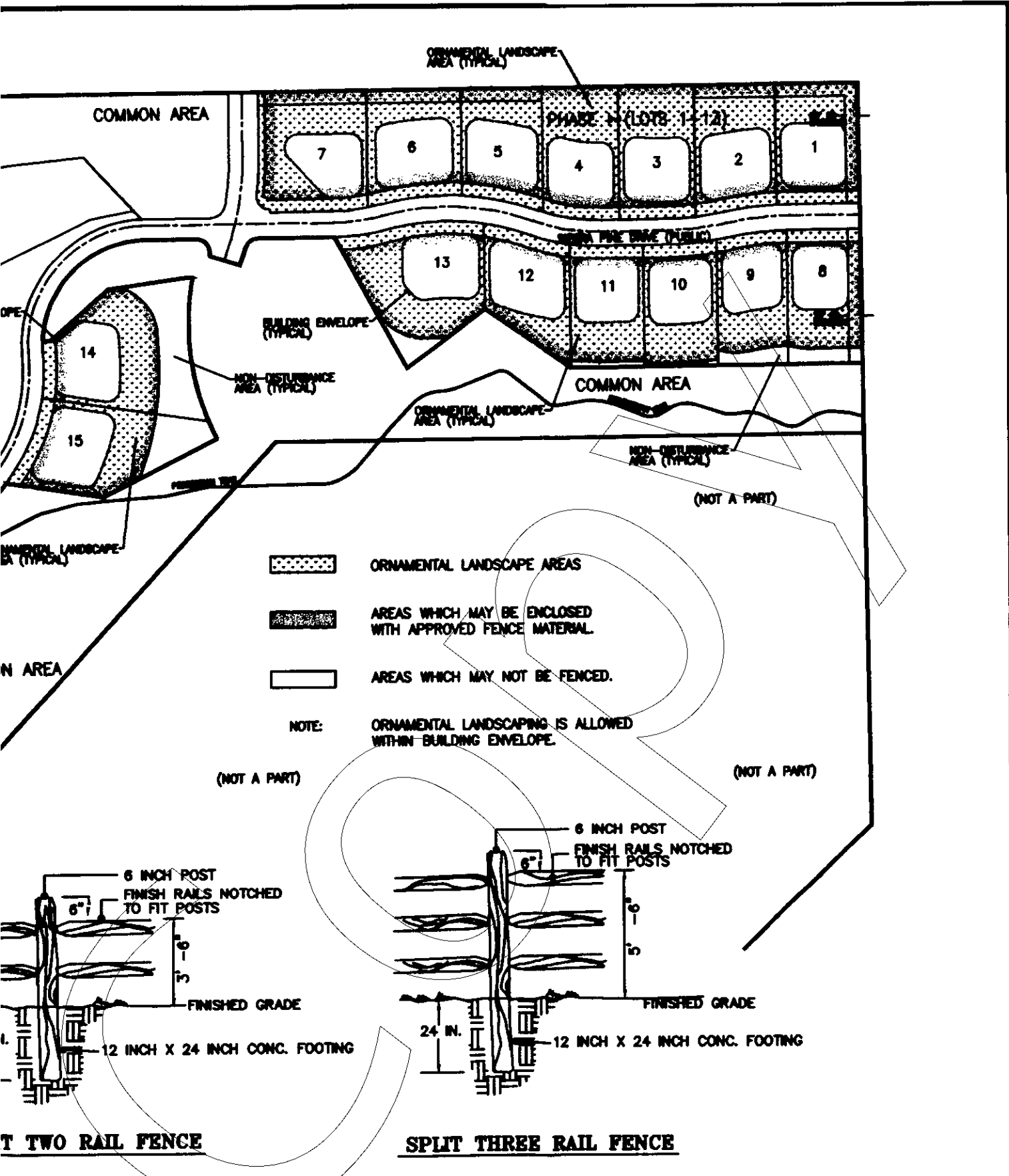


FIGURE 10  
 QUAIL VALLEY IN THE PINES  
 FENCING PLAN

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## LIGHTING

An entry monument sign may be constructed at the project entry on Pine Haven Road. This sign will consist of natural materials such as wood and stone. The sign may only be indirectly lit or have backlighting for individual channel lettering. Exterior lighting within the project will be limited to street lights, landscape and structure lights. Street lights will be installed according to the requirements of the City of Reno. Structure and landscape accent lighting may not extend beyond the property line of any parcel. No glare from exterior lighting may be visible from an adjacent property.

All structure and landscape accent lighting must be approved as part of an architecture plan or landscape plan and approved by the Design Review Committee.

## SIGN PLAN

No sign will be allowed on individual properties except signs customarily associated with the sale of the property.

Signs within the project are limited to two project entry signs and real estate sales signs. The project entry signs will consist of natural materials such as wood and stone. Each sign will not exceed 30 square feet in size and must be approved by the City of Reno Zoning administrator prior to construction.

The project entry sign will have back lit channel letters and/or ground mounted directed lights.

## FENCING

No fencing will be allowed in any front yard on any lot. Rear and side yard fencing will be limited to the areas defined in Figure 10. Such fencing shall be made of materials approved by the Design Review Committee and conform to Figure 10.

Lots facing the drainageway may have open view fencing only.

With each final map, fencing, landscaping, or other barriers may be required by the City to deter public access to the tops of large retaining walls.

## CONSTRUCTION PRACTICES / REVEGETATION

Construction on individual lots shall use best management practices for soil erosion and dust control. Each building plan submitted to the Design Review Committee shall include an erosion control plan detailing construction practices. Proper clearances of construction activity for existing trees shall be provided to maintain the health and viability of the trees.



With the construction of subdivision improvements, grading of lots 1 through 7 shall be limited to that which is necessary for construction of Sierra Pine Drive, drainage implementation or utilities. Lots 16 through 24 shall be built at grade using hillside adaptive architecture, including daylight basements and stepped down footings, with the only disturbance being for foundations.

No disturbance of any slope revegetated with the construction of the project will be allowed unless approved by the Design Review Committee and the City of Reno Community Development Staff.

#### IV. IMPLEMENTATION

Prior to the submittal of any plan to the City of Reno for any construction permit, lot owners shall first receive written approval of the Design Review Committee. The approving Design Review Committee must contain a minimum of two members deemed licensed professionals (e.g. architect, landscape architect, engineer, etc). At a minimum, the Design Review Committee shall review such plans for conformance with the following elements of this handbook:

- Grading
- Erosion Control
- Architecture
- Landscaping
- Fencing

The Design Review Committee may establish a review fee to cover the costs associated with this review process. Said fee must be paid before any approval is granted by the Design Review Committee.

#### MODIFICATIONS

The City of Reno Zoning Administrator may approve modifications or changes to this handbook or variations as part of a final map. Such modifications may include:

- Lot sizes
- Lot designs including building envelope width and depth and landscape areas
- Roadway standards
- Grading limitations
- Setbacks (maximum of 10%)
- Trail improvements
- Interpretation or clarification of handbook text



Section V  
Clerk's Letter / Fire Marshall's Letter

COOPER



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

BILL NO. 5845

ORDINANCE NO. 5314

AN ORDINANCE TO AMEND CHAPTER 18.06 OF THE RENO MUNICIPAL CODE, ENTITLED "ZONING", BY REZONING A ±43.28 ACRE SITE LOCATED AT THE PRESENT TERMINUS OF PINE HAVEN ROAD IMMEDIATELY SOUTH OF CAUGHLIN RANCH, FROM LLR-2.5 (LARGE LOT RESIDENTIAL - 2.5 ACRES) TO PUD (PLANNED UNIT DEVELOPMENT); TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

SPONSORED BY: RENO CITY PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF RENO DO ORDAIN:

SECTION 1. Chapter 18.06 of the Reno Municipal Code is hereby amended by adding thereto a new section to be known as Section 18.06.201(b).959 relating to a ±43.28 acre site located at the present terminus of Pine Haven Road immediately south of Caughlin Ranch, and more particularly described in the attached "Exhibit A" and the standards contained in the PUD (Planned Unit Development) handbook as contained in "Exhibit B" and rezoning said property from LLR-2.5 (Large Lot Residential - 2.5 Acres) to PUD (Planned Unit Development), the same to read as follows:

*Sec. 18.06.201(b).959. The zoning of the City of Reno as heretofore established is hereby amended in the manner shown on the map labeled Case No. LDC01-00413, thereby changing the use of land indicated therein, relating to a ±43.28 acre site located at the present terminus of Pine Haven Road immediately south of Caughlin Ranch, and more particularly described in the attached "Exhibit A" and the standards contained in the PUD (Planned Unit Development) handbook as contained in "Exhibit B" and rezoning said property from LLR-2.5 (Large Lot Residential - 2.5 Acres) to PUD (Planned Unit Development).*

Ordinances\Ord No. 5314 - LDC01-00413 (Quail Valley).wpd

-1-

CASE NO. LDC01-00413 (Quail Valley in the Pines)  
APN NO.



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

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

PASSED AND ADOPTED this 12<sup>th</sup> day of March, 2002, by the following vote of the Council:

AYES: Harsh, Alazzi, Hascheff, Riordon, Sferrazza-Hogan, Griffin

NAYS: None

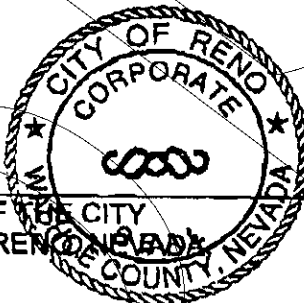
ABSTAIN: None ABSENT: Doyle

APPROVED this 12<sup>th</sup> day of March, 2002

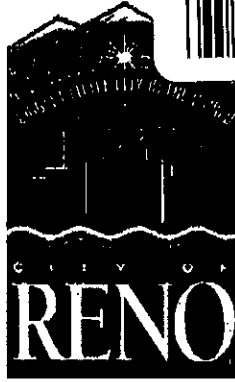
  
MAYOR OF THE CITY OF RENO

ATTEST:

  
CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF RENO, NEVADA



EFFECTIVE DATE: March 15, 2002



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

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

September 19, 2001

FILED THIS DATE

9 / 19 / 01

BY: *[Signature]*  
CITY CLERK

Kenterprises  
P. O. Box 50300  
Reno, NV 89513

RE: Case No. LDC01-00413 (Quail Valley in the Pines)

Dear Applicant:

At a regular meeting held August 21, 2001, and following a public hearing thereon, the City Council upheld the recommendation of the Planning Commission and approved your request for the following:

- A. Annex  $\pm$ 85.4 acres of undeveloped land within the Reno Sphere of Influence, by ordinance;
- B. A zoning map amendment on 43.28 acres from LLR-2.5 (Large Lot Residential - 2.5 acres) to Planned Unit Development (PUD) upon annexation, by ordinance, subject to the following condition:
  1. Within six (6) months of the date of City Council approval, the applicant shall incorporate the revisions contained in Exhibit H, attached to the August 15, 2001 Planning Commission report, and any revisions made by the Planning Commission and City Council at their respective public hearings into the Design Guidelines to the satisfaction of staff, have the zoning ordinance approved; and the revised handbook certified by City Council, and recorded. Failure to comply with this time limit shall render this approval null and void.
- C. A tentative map for a twenty-eight (28) lot single family subdivision in three (3) phases, subject to the following conditions; and



Kenterprises  
Case No. LDC01-00413 (Quail Valley in the Pines)  
September 19, 2001  
Page 2

- D. Special use permits for (a) hillside development; (b) grading with cuts deeper than twenty (20) feet and fills greater than ten (10) feet in height; and (c) to modify design standards adjacent to a natural major drainageway on a site located at the terminus of Pine Haven Road immediately south of Caughlin Ranch, subject to the following conditions:

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

1. The project shall comply with all applicable City codes, and plans, reports, materials, etc., as submitted. In the event of a conflict between said plans, reports and materials and City codes, City codes in effect at the time the building permit is applied for, shall prevail.
2. The Clerks Letter shall be incorporated into the PUD handbook in "Section III". All final language and maps in the handbook shall comply with the Clerks Letter prior to adoption of the handbook.
3. The applicant shall record final maps in three (3) phases in accordance with the time limit contained in state law or this approval shall be null and void.

Access and Circulation:

4. With the final map for Phase III, a secondary emergency access road shall be provided from the west end of the property to Pine Bluff Trail. This access road shall consist of twenty (20) feet of base with a minimum of twelve (12) feet of asphalt.
5. Prior to the approval of the first final map, the applicant shall provide appropriate verification that a feasible access easement can be obtained across the "Aslanian" parcel for the secondary access road. Prior to approval of the first final map, the applicant shall show the disposition of all existing easements which cross the Kenterprises property. Access easements shall be provided to adjacent properties to allow through access.
6. A bond shall be posted for the portion of Snow Lake Road that extends south of the Deer Spring Court cul-de-sac, since no final determination has been made regarding the future alignment.
7. Dirt road access to public lands located to the west of the project shall be maintained at all times, including during construction, to the satisfaction of staff. If the United States Forest Service prohibits motorized vehicles on the Hunter Lake Road, then access shall be maintained for non-motorized vehicles and pedestrians. Access for fire vehicles and equipment shall be permitted at all times.



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Case No. LDC01-00413 (Quail Valley in the Pines)  
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Fire Safety:

8. The March 20, 2001 letter requiring sprinkler systems for all homes, and the phasing and width of primary and secondary access routes signed by the Reno Fire Marshall shall be included in Section III, Site Development of the PUD handbook. Section III, Site Development, sub section "Architecture" and associated "Figure 2" shall include defensible space language and diagrams suitable to the Reno Fire Department. Compliance with the National Wildland Urban Interface Code shall be used as a guide for all new language and diagrams. Compliance with this condition shall be determined by the Fire Marshall.

Major Drainageways and Limits of Disturbance:

9. Prior to approval of the final map, the applicant shall have plans approved to construct a six (6) foot wide trail (constructed to standards identified in the Major Drainageways Plan) within the designated major drainageway. Said trail shall be paved to the east of the Pine Haven Road extension and may use crusher fines as the surface material to the west of the Pinehaven Road extension. Rock walls shall be used, as necessary, to ensure that grading disturbances do not extend more than six (6) vertical feet above or below the pedestrian trail. Alignment, construction details and connections to roadways shall be provided to the satisfaction of staff. Construction of approved trails shall be completed prior to the issuance of any certificate of occupancy. As an alternative to immediate trail construction, the applicant may provide a bond to the City for 150% of the cost of construction of the approved trail system prior to approval of the final map and may defer construction for a maximum of five (5) years from the date of City Council approval of the tentative map. If the trail is not constructed in accordance with approved plans after five (5) years, the City shall build the trail using the bond for financing, with the understanding that the Homeowners Association will retain ownership and responsibility for maintenance.
10. With the final map, the applicant shall record one (1) of the following: (a) blanket non-buildable public access easements for open space within the project; or (b) offer open space (including drainageway trails) to the City for dedication. Maintenance of all open space that is not dedicated to the City, including the drainageway trail, shall be provided by a homeowners association.
11. Prior to approval of the final map, the applicant shall have a stormwater pollution prevention plan approved. Said plan shall include sediment control devices at all stormwater runoff points adjacent to construction areas and temporary silt fencing within five (5) feet of all construction areas adjacent to the designated building envelope. Fencing and sediment control shall be removed after grading is completed and revegetation is applied.
12. The applicant shall obtain a stormwater discharge permit from the Nevada Division of Environmental Protection for each land disturbance that exceeds five acres in size.



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13. Prior to approval of the final map, the applicant shall have a vegetation survey completed by a biologist or other qualified native plant specialist to determine the presence of the sensitive plant species Webber Ivesia. If Webber Ivesia is found within areas proposed for development and grading, a replacement and preservation plan shall be prepared. Any necessary mitigation shall be completed prior to the issuance of any certificate of occupancy and shall be secured with a letter of credit.
14. Residential parcels and grading disturbances shall not encroach into any designated major drainageways or the 15 foot setback. Lots facing the drainageway may have open view fencing only (the same type and design as the Whispering Pines PUD).

Urban Design:

15. Prior to approval of the final map, the applicant shall have plans approved to revegetate all disturbed areas contained within and required by the final map (including access roads and the pedestrian trail) with a native plant seed mix including wildlife forage; or with formal landscaping. Rip-rap shall not be used, except for storm drain armoring. The revegetation plan shall include plans to stockpile existing topsoil and vegetative strippings and reapply the material to all disturbed areas to a minimum depth of six (6) inches. Revegetation shall be secured with a letter of agreement and bond for 120% of the improvement cost. Temporary stabilization shall be applied within fifteen (15) days of completion of grading. Final revegetation shall be applied within one (1) year of issuance of the grading permit. The bond shall not be released until native vegetation is established in all disturbed areas.
16. Prior to approval of each map, the applicant shall have plans approved to revegetate all existing dirt roads not necessary for open space or fire access within the final map phase and adjacent open space. Revegetation notes shall include loosening of the soil, application of salvaged topsoil, diverting unnatural drainage courses caused by the dirt roads and temporary irrigation (if necessary). Revegetation shall be secured with a letter of agreement and bond for 120% of the improvement cost.
17. With approval of the final map, the applicant shall record CC&R's that require:
  - (a) hillside adaptive architecture in compliance with Sections 18.06.803 through 18.06.806 of the City of Reno Development Code. Design standards shall include minimal lot grading, walk out basements, multi-level foundations, view corridor preservation techniques, etc.
  - (b) wildfire prevention measures, including defensible space and non-combustible exterior building materials.
18. Residential structures shall be setback from high voltage power lines in accordance with the Reno development code (100 feet from 60 kV lines, 160 feet from 120 kV lines).

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19. The building envelopes for lots 1-15 and 22-28 shall not exceed 100 feet in depth and 120 feet in width, unless it can be demonstrated to the satisfaction of the zoning administrator that a modified envelope will have no significant increase in the amount of grading for the lot. Lots 16-21 may have the building envelopes shown on the tentative map plans.
20. Ornamental landscaping shall be limited in the rear lots as follows:
- For lots 1-7, ornamental landscaping may be planted anywhere on the lots.
  - For lots 8-11, 14, 15 and 22-28, ornamental landscaping may be planted within 60 feet behind the required building envelope as required in condition 21 of this report.
  - For lots 19-21, ornamental landscaping may be placed 60 feet behind the residential structure.
  - For lots 12, 13, 16, and 17, ornamental landscaping shall be limited to 30 feet behind the residential structure.

The handbook and final maps shall delineate these areas on the lots.

21. The hillside adaptive architecture standards, language and maps in the handbook shall be enhanced to include split level, cross slope split level, down slope split level, and up hill split level designs. Standards shall also be specific to minimal grading methods, walk out basements, multi-level foundations, and view corridor enhancement.
22. Prior to approval of each final map, the applicant shall have plans approved to install open view fencing between all homes and open space areas or to prohibit fencing within setback areas adjacent to open space. Said fencing shall be the same type, style and material as that required for the neighboring Whispering Pines subdivision to ensure compatibility. Common areas may not be fenced off (excluding rockery walls). Allowed fencing shall be recorded with each final map and may be installed by homeowners at the time of home construction or by the developer at the time of subdivision improvements.
23. Lots 1-7 shall be built at grade. Lots 16-24 shall be built at grade using hillside adaptive architecture, including daylight basements and stepped down footings, with the only disturbance being for foundations.
24. Rockery walls shall be used to reduce the amount of grading and removal of trees for the following areas:

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- a. The two rockery walls starting west of the intersection of Sierra Pine Drive and Pine Haven Road shall be continued along the north of Sierra Pine Drive until it matches grade at Snow Lake Court. A third rockery wall shall be constructed in limited areas where 30 feet of cut would result. Placement of the third rockery wall shall be determined by Community Development staff at the time of final map.
- b. The rockery wall along the south side of Sierra Pine Drive shall be extended and a second rockery wall shall be added and shall continue to the north of Deer Spring Court. An alternative form of grading may be considered if it can be demonstrated to the Zoning Administrator that it significantly reduces the area of disturbance and the removal of trees.
- c. Two ten foot rockery walls shall be added on the north side of Fence Post Road along the 2:1 slope area. An alternative form of grading may be considered if it can be demonstrated to the Zoning Administrator that it significantly reduces the area of disturbance and the removal of trees.

There shall be a minimum of ten feet interior dimension between all rockery walls with landscaping to soften the appearance and allow for landscaping.

25. All disturbed common/open space areas, including the rockery wall benches, shall be landscaped with one (1) tree per 300 square feet and six (6) shrubs per tree. There shall be a one (1) to one (1) replacement for all trees removed on site, including those on residential lots with 70% of them being evergreen in sizes that comply with the development code. The replacement trees for residential lots shall be located in the disturbed common areas. All landscaping and native revegetation that is not located within residential lots or dedicated to the City shall be maintained by a homeowners association and/or maintenance association.
26. With approval of the final map, the applicant shall record easements that prohibit grading and structures (including fences) inside the "non-disturbance" areas. Between individual lots, elevation differences shall be limited to one six (6) foot high wall with a maximum 3:1 slope of four (4) feet in height or the reverse. Rock walls within all lots shall blend with native groundcover in the area and shall be consistent throughout the project, with a sample approved by staff prior to the issuance of each permit that includes a rock wall. Solid fencing shall be prohibited throughout the project site.
27. A lighting and signage plan shall be incorporated into the PUD under the "Signage and Lighting" section. Plans shall include elevations, specifications and details of all elements.

Public Improvements:

28. Prior to Council approval of any final map, the applicant shall provide any necessary sanitary off-site easements.

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29. Prior to Council approval of any final map, the applicant shall provide separate secondary access as required by staff.
30. Prior to Council approval of any final map, the applicant shall provide detention for the 100 year storm, coordinated with "The Pines PUD" if possible.
31. Prior to Council approval of any final map, the applicant shall submit a sewerage report to the approval of the City Engineer.
32. Prior to Council approval of any final map, the applicant shall show disposition of existing easements which cross the property.
33. Prior to the issuance of any permit, the applicant shall comply with the Quality Assurance Program as set forth in the Public Works Design Manual, Chapter VI, titles "Inspection, Testing and Verification" and "Quality Assurance Program".
34. Fence Post Road shall be increased in width to 26 feet face to face of curb.
35. No temporary lift station shall be allowed.
36. Sanitary sewer shall be set deep enough to gravity serve the lowest level possible within each building pad.
37. Maintenance agreement shall be required with security to maintain all items (walls and/or landscape) in the "not a part" portion of the subdivision.
38. The right-of-way at the entrance of the subdivision at Pine Haven Road shall incorporate a significant entry feature that includes landscaping and boulders. The entry shall be designed to accommodate traffic calming devices should they be needed. The type and design of any traffic calming improvements and the entry feature shall be addressed in the handbook and approved by the Community Development Department prior to installation.
39. The drainage from lots 22, 23 and 24 shall be designed in a manner that does not impact any adjacent lots.

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

Sincerely,

Donald J. Cook  
City Clerk

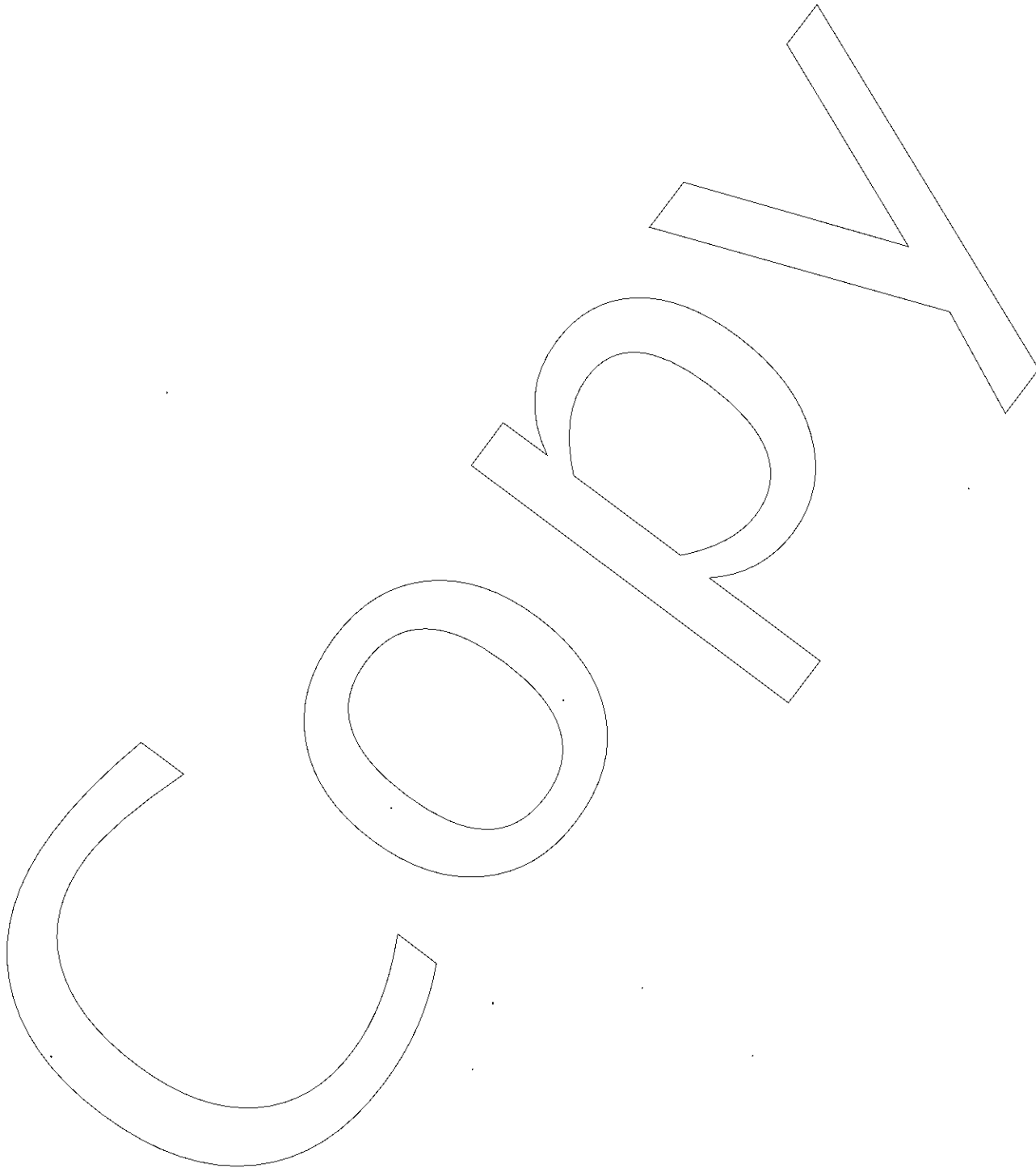
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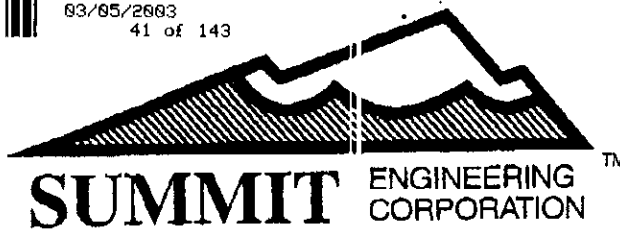
**Kenterprises**  
**Case No. LDC01-00413 (Quail Valley in the Pines)**  
**September 19, 2001**  
**Page 8**

**xc: Development Services**  
**Traffic Design Engineer**  
**Ed Schenk, Parks, Recreation & Community Services**  
**Reno Fire Department**  
**Nevada Division of EPA**





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March 20, 2001

Mr. Larry Farr, Fire Marshall  
Reno Fire Department  
200 Evans Street  
Reno, NV 89501

RE: Quail Valley at the Pines

Dear Larry:

Thanks for meeting with me yesterday to discuss the referenced project. As you requested, I am writing to confirm your decisions regarding access to the property.

The project tentative map will contain 30 lots developed in 3 phases. All homes will be required to have residential sprinkler systems.

Phase I will consist of ±14 lots. Access will be provided by the extension of Pine Haven (32 feet in width) to Sierra Pine Drive (28 feet in width) which will connect to the secondary access provided by the Whispering Pines project.

Phase II will consist of ±8 lots. Access will be provided by the extension of Sierra Pine Drive (28 feet in width) to the west to a cul-de-sac.

Phase III will consist of ±8 lots. Access will be provided by extension of Sierra Pine Drive (28 feet in width) and the construction of an emergency access road to Pine Bluff Trail. This access road will consist of a graded width of 34 feet and a paved width of 18 feet from Sierra Pine Drive to the west property line. From the west property line to Pine Bluff Trail, the access will consist of a graded and based section 20 feet in width with a paved section of 12 feet in width.

I would appreciate your faxing me a copy of this letter after it has been signed. My fax number is 747-8559. Please call me if you have any questions.

Sincerely,

**SUMMIT ENGINEERING CORPORATION**

*William A. Thomas*  
William A. Thomas, AICP  
Planning Director

*Larry Farr* 3-23-01  
Approved: Larry Farr, Fire Marshall



Section V I  
Legal Description

COPY



ZONE CHANGE  
QUAIL VALLEY IN THE PINES  
MARCH 28, 2001

A portion of Parcels 2 and 3 as shown on Map of Division into Large parcels for D. Donald Lonie, Jr., Land Map Number 57, filed in the Office of the County Recorder of Washoe County, Nevada as File Number 858833, and situate within a portion of Section 33, Township 19 North, Range 19 East, M.D.M., Washoe County, Nevada, and being more particularly described as follows:

Beginning at the North 1/4 corner of said Section 33; thence South 89°29'08" West, along the Northerly line of said Section 33, a distance of 869.50 feet to an angle point in the Northerly boundary of said Parcel 3; thence South 49°09'43" West a distance of 1093.61 feet to an angle point in the Westerly boundary of said Parcel 3; thence South 09°16'44" West, along the Westerly boundary of said Parcel 3, a distance of 17.91 feet; thence from a tangent which bears North 68°15'55" East, along a circular curve to the right with a radius of 195.00 feet and a central angle of 05°41'20" an arc length of 19.36 feet; thence North 73°57'15" East a distance of 85.36 feet; thence along a tangent circular curve to the right with a radius of 345.00 feet and a central angle of 15°15'05" an arc length of 91.83 feet; thence North 89°12'20" East a distance of 196.60 feet; thence along a tangent circular curve to the right with a radius of 186.00 feet and a central angle of 19°16'23" an arc length of 62.57 feet; thence South 71°31'17" East a distance of 100.75 feet; thence along a tangent circular curve to the left with a radius of 214.00 feet and a central angle of 15°22'52" an arc length of 57.45 feet; thence South 86°54'09" East a distance of 3.10 feet; thence along a tangent circular curve to the right with a radius of 20.00 feet and a central angle of 83°35'31" an arc length of 29.18 feet; thence with a non-tangent line North 86°41'23" East a distance of 4.00 feet; thence from a tangent which bears South 03°18'37" East, along a circular curve to the left with a radius of 200.00 feet and a central angle of 09°09'24" an arc length of 31.96 feet; thence South 12°28'02" East a distance of 203.18 feet; thence along a tangent circular curve to the right with a radius of 490.00 feet and a central angle of 10°37'28" an arc length of 90.86 feet; thence South 01°50'34" East a distance of 215.28 feet; thence North 88°09'26" East a distance of 35.00 feet; thence North 67°03'38" East a distance of 261.63 feet; thence South 47°51'07" East a distance of 189.73 feet to a point on the Southerly line of said Parcel 3; thence North 42°08'53" East a distance of 338.90 feet to an angle point on the Easterly boundary of said Parcel 3; thence North 42°08'53" East a distance of 713.58 feet; thence North 89°29'08" East a distance of 920.50 feet to a point on the Easterly boundary of said Parcel 2; thence North 00°47'48" West a distance of 545.74 feet to the Northeast corner of said Parcel 2; thence South 89°29'08" West, along the Northerly line of said Parcel 2, a distance of 1029.33 feet to the Point of Beginning.



Said parcel contains an area of approximately 43.285 acres.

BASIS OF BEARINGS: MAP OF DIVISION INTO LARGE PARCEL for D. DONALD LONIE, JR., Land Map Number 57, File Number 858833 of the Official Records of Washoe County, Nevada.

Descriptor Prepared By:  
Don M. McHarg, PLS 4787  
Summit Engineering Corp.  
6405 Mae Anne Ave.  
Reno, NV 89523

*Don McHarg*  
DONALD M. MCHARG  
PLS 4787  
SUMMIT ENGINEERING CORP.  
6405 MAE ANNE AVE.  
RENO, NV 89523

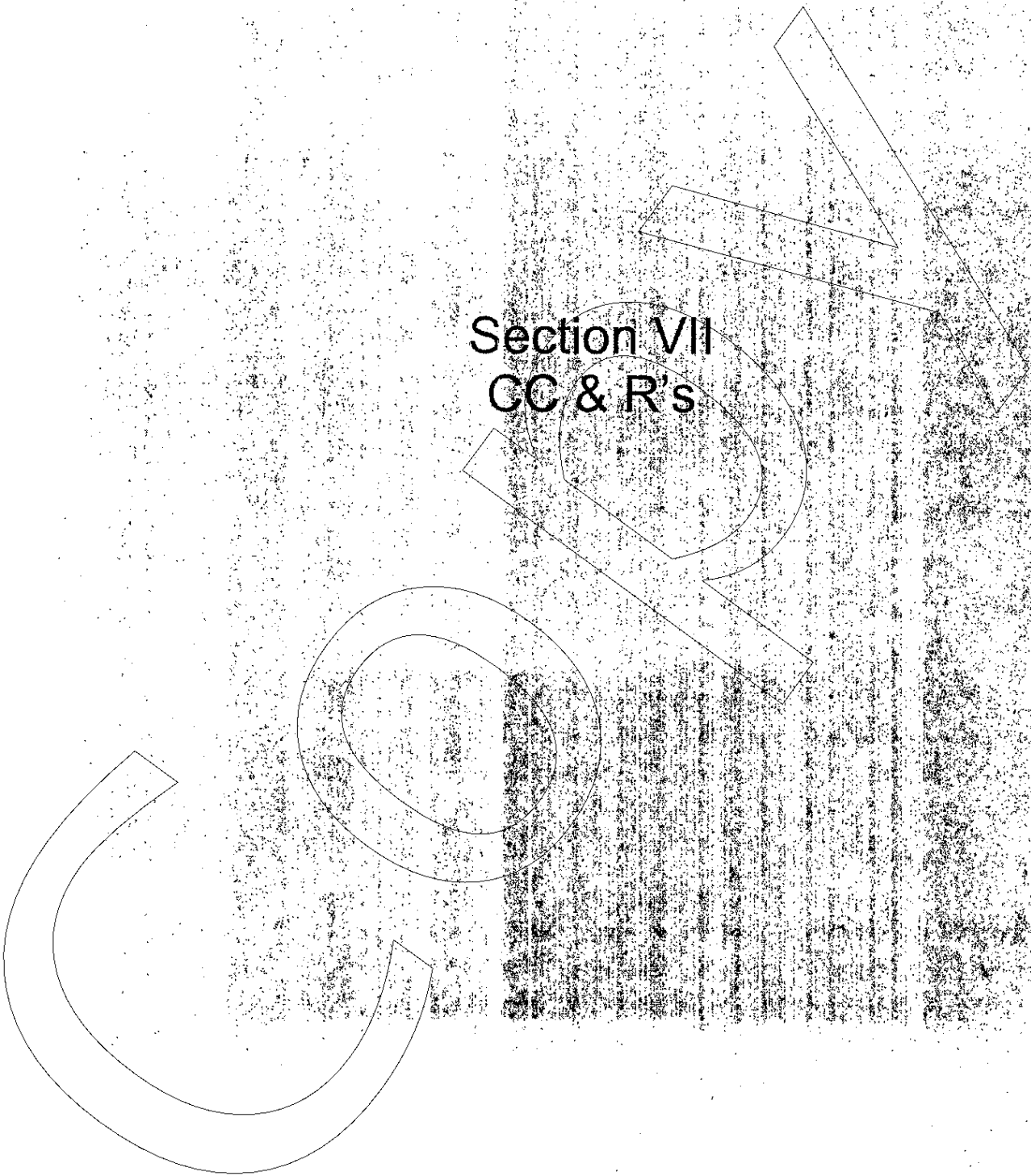
*1-30-02*

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**COPY**



Section VII  
CC & R's





Agenda Item No: 4 & 5  
Staff Recommendation: **CONDITIONAL  
APPROVAL**

**WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT  
STAFF REPORT**

**To:** Washoe County Planning Commission

**Re:** Tentative Subdivision Map Case No. TM03-002 (Amendment of the Tentative Maps for Callamont Estates and Galena Canyon Estates Unit 2). & Special Use Permit Case No. SW03-002 (Amendment to the Callamont Estates Golf Course, Club House and Maintenance Building)

**Date:** February 24, 2003

**Prepared By:** Trevor Lloyd, Planner

**GENERAL INFORMATION SUMMARY**

**Applicant:** Callamont Associates LLC. & Galena Meadows LLC.

**TM03-002**

**Requested Action:** To amend two adjoining Tentative Maps: Callamont Estates (TM0010-006) and Galena Canyon Unit 2 (TM01-007) as authorized in Section 110.608 of the Washoe County Development Code. The amendment request will connect the two subdivisions and modify the configurations of the two approved tentative maps. The proposal is a common open space subdivision. Additionally, the amendment request will increase the number of lots within the Callamont Estates Subdivision by 44 lots (from 71 lots to 115 lots) and will decrease the number of lots within the Galena Canyon Unit 2 Subdivision by 6 lots (from 18 lots to 12 lots). Thirty-eight (38) new lots will be added as a result of this amendment.

**SW03-002**

**Requested Action:** To amend a previously approved golf course, gate house, club house and maintenance building within the Callamont Estates Subdivision as authorized in Section 110.810 of the Washoe County Development Code. The amendment request will modify the location of the approved golf course. The golf course will extend into the southern portion of the Galena Canyon Subdivision. The project will include the construction of new private roadways; gatehouse, clubhouse, maintenance building and sewer lift station. **Callamont Estates is located approximately 1.6 miles south of Mt. Rose Hwy on Callahan Ranch Road and Galena Canyon Unit 2 is located at the southern terminus of Roan trail directly east of Callamont Estates.** Nine parcels totaling ±432.58-acres are designated Low Density Suburban (LDS), Medium Density Rural (MDR), High Density Rural (HDR) and General Rural (GR), in the Forest and



To: Washoe County Planning Commission  
Re: TM03-002 (Amendment to Callamont Estates and Galena Canyon Estates) and SW03-002 (Amendment to Callamont Golf Course, Club House, Gate House and Maintenance Building)  
Date: February 24  
Page: 2

South Valleys Area Plans, and are situated in a portion of Sections 11 & 12, T17N, R19E, MDM, Washoe County, Nevada. The properties are located in the Galena Steamboat Citizen Advisory Board boundary and Washoe County Commission District No. 2. (APNs: 148-130-01; 148-070-11; 148-070-12; 148-070-13; 047-141-03; 047-141-06; 047-141-07; 047-141-11 & 047-141-12).

**RECOMMENDATION/FINDINGS**

**TM03-002**

Based upon the staff analysis, comments received, and the site inspection, staff recommends approval of the request with conditions and offers the following motion for your consideration:

The Washoe County Planning Commission conditionally approves Tentative Subdivision Map Case No. TM03-002 for the amendments of Callamont Estates and Galena Canyon having made the following findings in accordance with Washoe County Development Code Section 110.608.25 and Nevada Revised Statutes 278-349:

1. Plan Consistency. That the proposed map is consistent with the Comprehensive Plan and Forest and South Valleys Area plans;
2. Design or Improvement. That the design or improvement of the proposed subdivisions are consistent with the Comprehensive Plan and the Forest and South Valleys Area Plans;
3. Type of Development. That the site is physically suited for the type of development proposed;
4. Availability of Services. That the subdivision will meet the requirements of Article 702, Adequate Public Facilities Management System;
5. Fish or Wildlife. That neither the design of the subdivision nor any proposed improvements is likely to cause substantial environmental damage, or substantial and avoidable injury to any endangered plant, wildlife or their habitat. The golf course and wildlife approved fencing will provide continued wildlife species habitat and migration;
6. Public Health. That the design of the subdivisions or type of improvement are not likely to cause significant public health problems;



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7. Easements. That the design of the subdivisions or the type of improvements will not conflict with easements acquired by the public at large for access through, or use of property within, the proposed subdivision;
8. Access. That the design of the subdivisions provide any necessary access to surrounding, adjacent lands and provides three secondary access for emergency vehicles;
9. Dedications. That any land or improvements to be dedicated to the County is consistent with the Comprehensive Plan, including a trail to be dedicated to Washoe County Parks Department;
10. Energy. That the design of the subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision; and
11. That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

**SW03-002**

Based upon the staff analysis, comments received, and the site inspection, staff recommends approval of the request with conditions and offers the following motion for your consideration:

The Washoe County Planning Commission conditionally approves Special Use Permit Case No. SW03-002 for the Callamont Estates Golf Course having made the following findings in accordance with Washoe County Development Code Section 110.810.30 :

1. Consistency. That the proposed use is consistent with the action programs, policies, standards and maps of the Comprehensive Plan and the Forest and South Valleys Area Plans;
2. Improvements. That adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven. The access to the site is currently available from the grading activities within the Callamont project site.



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3. Site Suitability. That the site is physically suitable for the type of development and for the intensity of the development. The fill site is situated in a natural ravine and thus acts as a visual screen from neighboring properties;
4. Issuance Not Detrimental. That issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area. The fill site will be recountoured and revegetated to limit the appearance of scaring and slough and a stringent dust control plan will be implemented to limit dust; and
5. That the Planning Commissioners gave reasoned consideration to the information contained within the staff report and information received during the meeting.

**ANALYSIS**

**Background:**

The applicants wish to amend two adjoining subdivisions, Callamont Estates and Galena Canyon Unit 2. The proposed amendment will reduce the number of lots within the Galena Canyon Unit 2 subdivision from 18 lots to 12 lots and will increase the number of lots within the Callamont Estates subdivision from 71 lots to 115 lots. The request will result in a net increase of 38 lots for the two combined developments. Galena Canyon Unit 2 was approved on February 2, 2002, and Callamont Estates was approved on June 5, 2001, both are currently active subdivisions.

The two subdivisions are common-open space developments that will include an eighteen-hole golf course within the Callamont Estates Subdivision. Although the two amendments are being processed together, the subdivisions will remain separate with Callamont Estates remaining a privately gated golf course community. The golf course membership will be limited primarily to residents of Callamont Estates. Lots within Callamont Estates will range in size from .55 acres (23,958 square feet) to 2.47 acres. Lots within Galena Canyon Unit 2 will range in size from 2.01 acres to 5.4 acres.

In January of 2001, the Comprehensive Plan was amended to remove the designation of Piney Creek Road from a collector status within the Forest Area Plan. Following the Comprehensive Plan Amendment, the Piney Creek Road Easement was abandoned. The Comprehensive Plan was also amended to re-designate the land use within the Callamont



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Estates property from Low Density Suburban (LDS) and General Rural (GR) to High Density Rural (HDR) resulting in an overall reduction in allowable density throughout

the entire property. As a result the total number of units on the 351 acres cannot exceed 141 units and only 115-units are proposed.

The 12 lots within the Galena Canyon Unit 2 will maintain the ranch style developments consistent with the Galena Canyon Unit 1 subdivision to the north. The 80.76-acre property comprises three land use designations (LDS, MDR and GR) with a maximum density potential for 69 lots. Much of this acreage shall be designated common open space within the subdivision primarily along the southern portion of the development.

**Golf Course:**

The amendment request will result in the relocation of two of the golf course holes. The holes will extend across the existing Callamont property line into the Galena Canyon property line along the eastern portion of the Callamont property. The proposed project in addition to the golf course will include the construction of a new private roadway, gatehouse, clubhouse and maintenance building. The proposed sewer lift station shall be reviewed separately. Sixty parking spaces have been proposed adjacent to the clubhouse. The golf course will be located along the periphery of the subdivision to act as a buffer for neighboring properties and as open space for the project. The club house and maintenance building will be designed to complement the architectural flavor of the Forest Area. The buildings will use wood and stone materials to provide compatibility with surrounding structures. The applicants have indicated that the number of members belonging to the golf course shall be limited to 150 members.

Several ponds are proposed to be incorporated into the design of the golf course. The golf course has been designed to take advantage of the scenic beauty and natural environment of the Galena area with the existing moderate slopes and the preservation of much of the current vegetation including the mature pine trees and shrubs and bushes. Washoe County will require the perpetuation of the existing drainage patterns.

The project will require some additional grading for the construction of the golf course. The amount of fill proposed and the necessary grading for the golf course and subdivision will not alter the natural topographic condition that currently exists on the property. Additionally, the delineated waters of the United States/wetlands will not be impacted by the proposed project. The site analysis portion of this staff report summarizes the approximate location and extent of the waters of the United States/wetlands on site. Groundwater sampling and monitoring will occur on a frequent basis to ensure high ground water quality.

**Traffic:**



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Traffic associated with the project will be minimal. The development will consist of 38 additional lots, with 127 total lots, and many of the units within the Callamont Estates subdivision will be second homes. Also, membership for the golf course shall be limited primarily to residents of Callamont Estates. The development of the 127 single family homes shall generate 1,292 new average daily trips with 98 trips occurring during the AM peak hour and 133 trips occurring during the PM peak hour.

A revised traffic study was conducted in January 2003. The traffic study addresses the project's impact upon the adjacent street network. The study recommends that the Callamont Estates main access be sized as a collector roadway for a distance of approximately 900 feet south of the Callahan Ranch Road/main access road intersection and the other project interior roadways and cul-de-sacs be sized as local roadways. The existing roadway network has adequate capacity to accommodate the proposed 127 lots.

### **Water/Sewer:**

Washoe County will provide domestic water and sewer, and the project will utilize water rights that have been in the Mt. Rose water system for over twenty years. All water rights necessary to serve the project shall be dedicated to Washoe County prior to final map approval. Irrigation water used for the golf course will be supplied by on-site ground water wells. The two production wells have been constructed through the supervision of the Washoe County Department of Water Resources and are adequate to serve the project. The applicant has secured additional surface water rights for the irrigation of the golf course.

Staff has explored the used of treated effluent for the irrigation of the golf course and has determined that effluent is not appropriate at this time. The existing effluent supply system currently does not have the capacity to serve Callamont and is currently located approximately three miles from the project site. Also, the constituents found in the effluent are harmful for the type of grass to be planted for the proposed golf course.

The project will utilize community sewer to serve the project. The Galena Canyon Unit 2 subdivision currently has approval for eighteen lots on individual septic systems. The amendment request will allow each of the twelve Galena Canyon Unit 2 lots to hookup to community sewer.

### **Revegetation:**

Following the approval for the Callamont Estates Golf Course, a large amount of dirt was displaced primarily along the eastern portion of the property. Many trees were also removed to accommodate the construction of the golf course. In order to ensure adequate revegetation, staff is asking to double the amount for the revegetation bond. The applicants have prepared a revegetation plan and a scheduled timeline for development (see attached revegetation plan and timeframe). The revegetation plan shall be implemented if the developers do not hold to the scheduled timeline. The program



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outlined in the revegetation plan has been tailored for the project site and its existing conditions that includes seed mixes for all areas that have been cleared, graded or disturbed.

Because of the grading and tree removal activity required as part of the Nevada Division of Forestry's tree thinning program, the applicants have stockpiled a large amount of wood chips, tree stumps, etc. The developers of the golf course wood will use the wood chips that are currently being stockpiled for future landscaping of the golf course and/or revegetation of the property.

**Trail Easement and Fencing:**

The 25-foot trail easement and associated fencing along the western boundary of the property abutting the Montreux subdivision received a good deal of attention and public participation with the original application. The proposed amendment will not change or alter the original trail/fencing plan along the western boundary of the Callamont Property in any way. The trail easement begins along the western portion of the property and extends to the Callahan Ranch Park. The applicants shall improve the trail within the easement to include a 6-foot wide decomposed gravel (dg) trail. The proposed trail will provide local hikers, bicyclists and horseback riders a means to access the Callahan Ranch Park from the Galena Forest Estates neighborhood.

The appearance of the fence along with the additional five-foot minimum setback from the trail easement line is in keeping with the general character of the forest area. The trail easement bisects the Montreux and Callamont Estates Subdivisions. An additional condition has been included requiring a minimum of 30-foot separation between the Montreux fence and the Callamont Estates fence and the space will likely exceed 30-feet along much of the trail. The proposed 5-foot tall fence will incorporate stone columns, wood/timber posts and rails and wrought iron vertical pickets to provide visibility and an open feeling for hikers along the trail. To the extent possible the fence will be placed on existing berms and along hillsides following the natural terrain of the property. Additionally, the applicants have consulted with environmental biologists and the Nevada Department of Fish and Wildlife to help design their wildlife corridor fencing plan. The wildlife fencing will include either barbed wire or split rail fencing not to exceed three feet in height. The wildlife fence sections shall be spaced every one-eighth of a mile along the entire perimeter of the property. The design of the project with open-space (golf course) along the periphery of the subdivision will facilitate the migratory patterns of wildlife through the property.

Galena Canyon Estate Unit 2 has been designed to establish a pedestrian/equestrian trail system for public access throughout the property consistent with the Forest Area Plan. The Washoe County Parks and Recreation Department have indicated that the trail easement within Galena Canyon shall be dedicated a "public pedestrian/equestrian" easement. Any fencing within the Galena Canyon Unit 2 Subdivision that is constructed by the applicant shall incorporate a ranch style design.



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**Fire Issues:**

The threat of a fire is a constant concern in and around the subject site. The project site is prone to high fire hazards due to the dense vegetation, specifically in the summer months, and the secluded location of the property. Many trees within the forested portion of the property were removed to thin the dense population of trees in order to accommodate fire suppression within the development. The proposed developments will improve the existing emergency access situation with the four proposed emergency access plan (see emergency access display map). The emergency access points are located at the north

entrance along the west side connecting to the Piney Creek Road extension, along the southwest corner connecting to the Nevada Division of Forestry (NDF) fire station and along the southeast side. The emergency access points will be gated and locked with a knox box at all access sites as approved by the Nevada Division of Forestry.

**Site Analysis:**

The northern boundary line of the project site is located approximately 1.6 miles south of the Mount Rose Highway and directly east of the Montreux subdivision. The site is vacant and consists of native grasses, shrubs and trees. A good deal of grading has occurred on the Callamont property. The western portion of the Callamont property contains a high concentration of evergreen trees. A Delineation of Waters of the United States has been submitted to the US. Army Corp of Engineers. The waters of the United States are an ephemeral drainage in the north portion of the project and an intermittent drainage in the middle portion of the property. The ephemeral/temporary drainage consists of .03 acre of waters of the United States, the intermittent drainage consists of .27 acre of waters of the United State, and there is .03 acre of adjacent wetlands. There are currently no permanent existing structures on the property.

The Galena Canyon property completely surrounds seven (7) developed residential lots. The property is characterized as open pastureland with native grasses and sagebrush. Dense pine trees populate the western boundary. The property contains some hilly terrain, however, the majority of the property is considered most suitable for development. According to the slope analysis provided by the applicant, 82.4 percent of the site is less than 15% slope and 71.74 percent of the site is less than 10% slope. There are no significant hydrologic resources located on the site, but two potential waters of the U.S. have been identified on the tentative map bisecting the property. The only potential impact to these streams occurs at the road crossings, which have already been constructed. Theses streams which delineate the property lines for the proposed parcels will be protected with the restriction of any structures within the established property line setbacks.



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**LAND USE SUMMARY**

**Land Use Designations:**

Low Density Suburban (LDS), General Rural (GR), Medium Density Rural (MDR) and High Density Rural (HDR)

**Minimum Lot Size Required:**

See Common Open Space Developments

**Minimum Lot Size on Tentative Subdivision Map:**

.55 Acres (23,958 square feet)

**Minimum Lot Width Required:**

See Common Open Space Developments

**Minimum Lot Width on Tentative Subdivision Map:**

+100 feet

**Minimum Lot Potential:**

210 Lots

**Number of Lots on Tentative Subdivision Map:**

127 Lots

**Development Suitability Constraints:**

Slopes in excess of 15% and potential waters of the U.S. have been identified on the tentative map.



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**AGENCY COMMENTS**

The plans were submitted to involved agencies and no adverse comments were received.

No unique or extraordinary conditions of approval were requested. All of the conditions are related to the service needs and/or development impacts of the reviewing agencies resulting from the subdivision proposal, and are proportional to the number of lots being created.

The District Health Department's conditions are not included with the conditions with this staff report, however, their conditions in their correspondence letter dated February 6, 2003 is attached to the staff report. The Health Department's conditions include cobble lining for road side ditches, detention ponds engineered to vector standards and conditioning outfall pipes to any of the creeks.

**CITIZEN ADVISORY BOARD COMMENTS**

The proposed plans were submitted to the Galena Steamboat Citizen Advisory Board and were discussed during the February 13, 2003 meeting. A copy of their correspondence shall be available prior to the Planning Commission meeting on March 4, 2003.

The Citizen Advisory Board recommended approval of the project with the following concerns/recommendations: Limit lighting (no lighting or at intersections only, see condition #20, page 20); Limit the number of golf course members (the applicants have agreed to limit the number of members to no more than 150); request a timeframe for development (see attached schedule and condition #2, page 40); address tree stumps and mitigation (see analysis for revegetation and condition #10, page 39); explore treated wastewater possibilities (see analysis for water/sewer); connect roadway to St. James's Village (see emergency access plan map); CC&Rs should address drought tolerant landscaping (see condition #47, page 26 & condition #28 page 41); address dust and blowing (see conditions 10 & 12 page 39); The CAB asked how many trees were removed (approximately 3,000) and how many will be replaced; Address the trail around Callamont (see analysis for trails & fencing); provide additional bonding for revegetation (see condition #10 page 39).

**RELEVANT FOREST/SOUTH VALLEYS AREA PLAN POLICIES AND ACTION PROGRAMS**



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In addition to the Washoe County Development Code Article 204, Forest Area Modifiers, the following excerpts of policies and action programs contained in the Forest Area Plan are relevant to the proposed subdivision:

**F.2.1 Treat the Forest planning areas as an area of high fire hazard**

- F.2.1.1 A fire hazard reduction project that meets Nevada Division of Forestry and U.S. forest Service standards is necessary for any development in the Forest planning area.
- F.2.1.2 Structures within the Forest planning area must have roofs constructed of fire-resistant materials, as defined by the Uniform Building Code.
- F.2.1.3 Fire fuel breaks and fuels management plans should be developed for all residential and commercial projects.
- F.2.1.4 All lots around structures shall be cleared of flammable vegetation within a minimum of 30 feet in compliance with Uniform Fire Code Requirements.
- F.2.1.5 Emergency access roadways allowing for a minimum of two means of egress or escape must be incorporated in all developments.

**F.3.1 Ensure that projects proposed in the Forest planning area do not adversely affect the Galena, Thomas, and Whites Creek watersheds**

- F.3.1.1 Any development that could potentiall impact the Galena, Thomas, and/or Whites Creek watersheds must adhere to the following guidelines.
  - a. Agricultural water rights shall be used for residential development.
  - b. Water rights purchased from outside the Forest planning area should be used for development.
  - c. Development proposals shall include measures to protect area water resources from siltation and pollution; prevent increased erosion, flooding, and other surface water damage; and preserve and enhance the water resources in the area.

**F.4.2 Integrate open space that preserves the natural setting in the Galena Forest Estates-Callahan Ranch area.**

- F.4.2.1 A system of greenbelts should be developed along the various creeks in the residential area. Each development shall be required to integrate this open space with existing and approved greenbelts in adjacent developments.

**F.5.6 Require a minimum of two egress and ingress roadways for all subdivisions.**

**F.5.7 Ensure that all future gated emergency roads are designed and maintained by the property owner to the satisfaction of the Nevada Division of Forestry and Washoe**



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**County Public Works Department, and that access is controlled by the appropriate emergency response agencies.**

**F.5.10 Require that new roadways are located to lessen the impact of existing trees, landforms and wetland areas and that the location of new roadways does not significantly impact adjoining properties with traffic noise, headlight glare and visual intrusiveness.**

**F.6.3 Ensure that all utilities be placed underground so as not to degrade the natural setting of the Forest planning area.**

F.6.3.1 Utilities shall be placed underground and, where this is shown to not be possible, shall be screened from off-site view.

**F.6.4 Require developments to contribute towards fire protection improvements as impacts are identified.**

**F.6.6 Provide recreational opportunities that take advantage of the natural setting of the Forest planning area.**

F.6.6.1 A system of recreational trails shall be developed that provide access to the developed portions of the Forest planning area, provide a link between the Phillip and Annie Callahan Park and Galena Creek Park, provide access to the Regional Trail System, and provide access to U.S. Forest Service lands. In developed areas, each development shall be required to integrate these trails with existing and proposed trails in adjacent developments.

**APPLICABLE REGULATIONS**

Nevada Revised Statutes Chapter 278; Washoe County Code Chapter 110.

TAL (TM0010-006S)

Attachments: Conditions, Maps, Site Plan(s), Fencing Plan(s), Elevations, Site Cross Sections, Emergency Access Map, Revegetation Plan & Timeline Schedule

xc: Applicant: Callamont Associates, LLC. & Galena Meadows LLC Attn: John Hughes 16000 Callahan Road, Reno, NV 89511

Representatives: Summit Engineering, Attn: Bill Thomas 5405 Mae Anne Ave. Reno NV 89523

Agencies: Galena-Steamboat Citizens Advisory Board



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**STANDARD CONSIDERATIONS FOR SUBDIVISIONS**  
**Nevada Revised Statutes 278.349**

Pursuant to NRS 278.349, when contemplating action on a tentative subdivision map, the governing body, or the planning commission if it is authorized to take final action on a tentative map, shall consider:

- (a) Environmental and health laws and regulations concerning water and air pollution, the disposal of solid waste, facilities to supply water, community or public sewage disposal and, where applicable, individual systems for sewage disposal;
- (b) The availability of water which meets applicable health standards and is sufficient for the reasonably foreseeable needs of the subdivision;
- (c) The availability and accessibility of utilities;
- (d) The availability and accessibility of public services such as schools, police and fire protection, transportation, recreation and parks;
- (e) Conformity with the zoning ordinances and master plan, except that if any existing zoning ordinance is inconsistent with the master plan, the zoning ordinance takes precedence;
- (f) General conformity with the governing body's master plan of streets and highways;
- (g) The effect of the proposed subdivision on existing public streets and the need for new streets and highways to serve the subdivision;
- (h) Physical characteristics of the land such as floodplain, slope and soil; and
- (i) The recommendations and comments of those entities reviewing the tentative map pursuant to NRS 278.330 and 278.335.



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**CONDITIONS FOR  
TENTATIVE SUBDIVISION MAP CASE NO. TM03-002  
Amendment to Callamont Estates and Galena Canyon Estates  
(As recommended by Department of Community Development  
and attached to Staff Report dated February 24, 2003)**

**\*\*\*IMPORTANT—PLEASE READ\*\*\***

**THE TENTATIVE MAP APPROVAL ALLOWS THE SUBDIVIDER TO PROCEED WITH FULFILLING THE CONDITIONS OF APPROVAL AND RECORD A FINAL MAP FOR ALL, OR PORTIONS OF, THE DEVELOPMENT WITHIN TWO (2) YEARS FROM THE DATE OF THE PLANNING COMMISSION ACTION. FAILURE TO RECORD THE FIRST FINAL MAP WITHIN TWO (2) YEARS OF THE PLANNING COMMISSION ACTION, OR FAILURE TO RECORD THE LATEST MAP IN A SERIES WITHIN ONE (1) YEAR AFTER THE DATE OF THE MOST RECENTLY RECORDED MAP, SHALL TERMINATE ALL PROCEEDINGS CONCERNING THE SUBDIVISION.**

**UNLESS OTHERWISE STATED, PRIOR TO FINALIZATION OF ANY PORTION OF THE TENTATIVE SUBDIVISION MAP, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES TO ENSURE COMPLETION OF THE CONDITIONS MUST BE PROVIDED. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE APPLICANT SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES.**

**A COPY OF ALL AGREEMENTS, EASEMENTS OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL BE FILED WITH THE DEPARTMENT OF PUBLIC WORKS AND/OR THE DEPARTMENT OF COMMUNITY DEVELOPMENT.**

**THE DEVELOPER SHALL MEET WITH THE ENGINEERING DIVISION, THE UTILITY SERVICES DIVISION AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT TO REVIEW SCHEDULING, REQUIREMENTS, FINAL CONSTRUCTION DRAWINGS, AND DOCUMENTATION NECESSARY TO ADEQUATELY COMPLY WITH THE CONDITIONS OF APPROVAL AND THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES.**

**A REQUEST FOR AN EXTENSION OF TIME FOR THE RECORDING OF A FINAL MAP MUST BE SUBMITTED TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE**



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**EXPIRATION DATE OF THE TENTATIVE SUBDIVISION MAP. SAID EXPIRATION IS ONE (1) YEAR FROM THE DATE OF APPROVAL OF THE TENTATIVE MAP OR A SUBSEQUENT FINAL MAP BY THE BOARD OF COUNTY COMMISSIONERS OR, WHEN APPLICABLE, BY THE PLANNING COMMISSION.**

**COMPLIANCE WITH THE APPLICABLE STATUTES, ORDINANCES, RULES, REGULATIONS AND POLICIES AND WITH THE CONDITIONS OF APPROVAL OF THIS TENTATIVE MAP IS THE RESPONSIBILITY OF THE DEVELOPER, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES AND OCCUPANTS OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST.**

**A COPY OF THE FINAL ORDER FOR THE APPROVAL OF THE TENTATIVE MAP SHALL BE ATTACHED TO ALL PHASES/UNITS SUBMITTALS FOR FINAL MAP REVIEW SIXTY (60) DAYS PRIOR TO RECORDATION.**

**FOR THE PURPOSES OF CONDITIONS IMPOSED BY WASHOE COUNTY, "MAY" IS PERMISSIVE AND "SHALL" OR "MUST" IS MANDATORY.**

**COPY**



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**GENERAL CONDITIONS**

1. *The subdivision shall be in substantial compliance with the provisions of Washoe County Development Code Article 604, Design Requirements, and Article 608, Tentative Subdivision Maps.*

<b>Regulatory Zone for Review Purposes</b>	<b>Land Use Designations</b>
Minimum Lot Area Required	.5
Minimum Lot Width	100 feet
Minimum Front Yard	30 feet
Minimum Side Yard	15 feet
Minimum Rear Yard	*30 feet
Maximum Building Height	35 feet

\* All properties abutting waters of the U.S. shall maintain the 30-foot minimum rear yard setback and the 12-foot side yard setback and will not be granted the 5-foot setback for accessory structures under 12-feet in height.

Notes: Variances to these standards may be processed per Washoe County Code. The Department of Community Development shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

2. Final maps and final construction drawings shall comply with all applicable statutes, ordinances, rules, regulations and policies in effect at the time of submittal of the tentative map or, if requested by the developer and approved by the applicable agency, those in effect at the time of approval of the final map.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

3. Final maps shall be in substantial compliance with all plans and documents submitted with and made part of this tentative map request, as may be amended by action of the final approving authority. Substantial compliance shall be determined by the applicable agency and the Department of Community Development.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

- 4 Prior to acceptance of public improvements and release of any financial assurances, the developer shall furnish to the Utility Services Division and



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Engineering Division a complete set of reproducible as-built construction drawings prepared by a civil engineer registered in the State of Nevada.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

- 5. The developer shall be required to participate in any applicable General Improvement District or Special Assessment District formed by Washoe County. The applicable division of the Department of Public Works shall determine compliance with this condition.

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- 6. A note shall be placed on all grading plans and construction drawings stating:

NOTE

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts, shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

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- 7. The final map shall designate faults that have been active during the Holocene epoch of geological time and the final map shall contain the following note:

NOTE

No habitable structures shall be located on a fault that has been active during the Holocene epoch of geological time.

The Department of Community Development shall determine compliance with this condition.

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8. The developer shall provide written approval from the U.S. Postal Service concerning the installation and type of mail delivery facilities. The system, other than individual mailboxes, must be shown on the project construction plans and installed as part of the on-site improvements. The County Engineer shall determine compliance with this condition.

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9. The developer and all successors shall direct any potential purchaser of the site to meet with the Department of Community Development to review conditions of approval prior to the final sale of the site. Any subsequent purchasers of the site shall notify the Department of Community Development of the name, address, telephone number and contact person of the new purchaser within thirty (30) days of the final sale.

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10. Prior to beginning any ground disturbance activities, appropriate approvals must be obtained from the Corps of Engineers for any proposed work in waters of the U.S. and for any wetlands mitigation. The approval letters are to be submitted to the County Engineer.

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11. All open space shall be identified as golf course or common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowner's Association. The County Engineer shall be responsible for determining compliance with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs to the satisfaction of the District Attorney's Office.

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12. The pedestrian/equestrian easements to be offered for dedication to Washoe County within the Galena Canyon Unit 2 subdivision shall be designated on the



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final map as "public" equestrian/pedestrian easements. The Washoe County Parks and Recreation Department shall determine compliance with this condition.

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- 13. Prior to recordation of the affected final map, existing parcel lines shall be relocated through a boundary line adjustment or eliminated through a reversion to acreage, so they do not conflict with the proposed subdivision. The County Engineer shall determine compliance with this condition.

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- 14. The developer shall provide an appropriate park road easement from Callahan Ranch Road, between lot #1 and the old Galena Schoolhouse, leading to Callahan Park and the cemetery west of the schoolhouse. The Washoe County Department of Parks and Recreation shall determine compliance with this condition.

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- 15. The property owner(s) shall grant an Avigation Easement to, and acceptable to, the Airport Authority of Washoe County over the entire property. The property owner(s) shall provide the Planning Department with appropriate documentation indicating the Avigation Easement has been granted and accepted by the Airport Authority of Washoe County, prior to the issuance of a building permit.

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- 16. Prior to recordation of the first final map, the developer shall comply with the terms of the agreement for the NDF fire station on Joy Lake Road. The Department of Community Development shall determine compliance with this condition.

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17. All perimeter fencing abutting the proposed trail easement shall maintain a minimum 5-foot setback from the easement. Fencing shall include design acceptable to NV Dept. of Fish and Wildlife to include wildlife migration and shall also conform to the design included in the final application submittal. The Department of Community Development and the Washoe County Parks Department shall determine compliance with this condition.

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18. Any fencing constructed by the develop within Galena Canyon Unit 2 shall be ranch-style fencing consistent with the fencing established within Galena Canyon Unit One and shall be approved by the Nevada Division of Wildlife. The Department of Community Development shall determine compliance with this condition.

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19. The applicant shall provide a water truck on-site for the suppression of fugitive dust. The applicant shall have the water truck on the property within thirty days of approval by Washoe County and the water truck will remain on the property until the golf course is completed. The Department of Community Development shall determine compliance with this condition.

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20. Street lights shall be prohibited within the Galena Canyon Unit 2 Subdivision. Street Lights shall be limited to street intersections within the Callamont Estates Subdivision. The Department of Community Development shall determine compliance with this condition.

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**DRAINAGE AND GRADING**

21. A complete set of construction improvement drawings, including an onsite grading plan, shall be submitted to the County Engineer for approval prior to finalization of any portion of the tentative map. Grading shall comply with best



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management practices and shall include detailed plans for grading and drainage on each lot, erosion control, slope stabilization and mosquito abatement. Placement or disposal of any excavated material shall be indicated on the grading plan.

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22. The conditional approval of this tentative map shall not be construed as final approval of the drainage facilities shown on the tentative map. Final approval of the drainage facilities will occur during the final map review and will be based upon the final hydrology report.

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23. Prior to finalization of the first final map, a master hydrology/hydraulic report and a master storm drainage plan shall be submitted to the County Engineer for approval.

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24. Prior to the finalization of any portion of the tentative map, a final, detailed hydrology/hydraulic report for that unit shall be submitted to the County Engineer. All storm drainage improvements necessary to serve the project shall be designed and constructed to County standards and specifications and/or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.

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25. Any increase in stormwater runoff resulting from the development and based on the 5- and 100- year storm shall be detained. The County Engineer shall be responsible for determining compliance with this condition.

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26. Standard reinforced concrete headwalls or other approved alternatives shall be placed on the inlet and outlet of all drainage structures, and grouted rock rip rap shall be used to prevent erosion at the inlets and outlets of all pipe culverts. The County Engineer shall determine compliance with this condition.

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27. The developer shall provide pretreatment for petrochemicals and silt for all storm drainage from the site to the satisfaction of the County Engineer. Prior to approval of any final map, building permit, or grading permit, the developer will furnish to the Engineering Division and Community Development staff, written confirmation from the ditch company, that they have reviewed and approved any ditch crossings, protective fencing or stormwater discharge facilities that may impact the ditch.

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28. For all subdivisions larger than five acres, the developer shall obtain a Stormwater Discharge Permit from the Nevada Division of Environmental Protection (NDEP), and a copy of said permit shall be submitted to the County Engineer prior to construction. The Stormwater Pollution Prevention Plan, as approved by the NDEP, shall be included with the construction improvement drawings.

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29. In all areas with irrigated landscaping adjacent to the curb, a subdrain system shall be installed a minimum of one foot behind the back face of curb to intercept drainage from the landscaping. The system shall be tied to the storm drain system or an acceptable alternative drainage system. The County Engineer shall be responsible for determining compliance with this condition.

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30. Drainage swales that drain more than two lots are not allowed to flow over the curb into the street; these flows shall be intercepted by an acceptable storm drain



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inlet and routed into the storm drain system. The County Engineer *shall be responsible for determining compliance with this condition.*

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31. A note on the final map shall indicate that all drainage easements shall be privately maintained and perpetually funded by a homeowners association.

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32. The maximum permissible flow velocity (that which does not cause scour) shall be determined for all proposed channels and open ditches. The determination shall be based on a geotechnical analysis of the channel soil, proposed channel lining and channel cross section, and it shall be in accordance with acceptable engineering publications/calculations. Appropriate linings shall be provided for all proposed channels and open ditches such that channels are erosion protected from the 100-year storm flow velocities. The County Engineer shall be responsible for determining compliance with this condition.

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33. In accordance with the preliminary hydrology report at least two 42-inch diameter culverts will have to be placed adjacent to the existing 42-inch culvert under Roan Trail.

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**TRAFFIC**

34. Prior to recordation of the first final map, all roadway improvements necessary to serve the project shall be designed and constructed to County standards and specifications or financial assurances in an appropriate form and amount shall be provided. The County Engineer shall determine compliance with this condition.

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35. Street names shall be reviewed and approved by the Regional Street Naming Coordinator. The Department of Community Development shall determine compliance with this condition.

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36. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet AASHTO site distances and safety guidelines. The County Engineer shall be responsible for determining compliance

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37. Prior to ground disturbing activity the developer shall submit a construction traffic haul route plan to the County Engineer for review and approval. If existing roadways are to be used for construction vehicles the Engineering Division will require a geotechnical exploration and analysis to determine load supporting capabilities of the existing streets, and in accordance with the geotechnical report, may require reconstruction sufficient to provide a 20-year design life.

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38. The existing pavement on Roan Trail shall be sawcut perpendicular to the street, at a location that exposes all utility connections. The sawcut pavement area shall be removed and replaced. The County Engineer shall determine compliance with this condition.

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39. No overhead utility poles (power, telephone, etc.) shall be located within the County right-of-way. The County Engineer shall determine compliance with this condition.

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- 40. Verification that all legal accesses have been perpetuated shall be provided with each final map. The County Engineer shall determine compliance with this condition.

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- 41. The existing extension of Callahan Road extends outside of the 20' wide access easement from Galena Canyon Trail to approximately 600' south of Galena Canyon Trail. An additional access easement shall be recorded to include the existing roadway.

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**PRIVATE STREETS**

- 42. The conditions, covenants and restrictions (CC&Rs) shall prominently note to the satisfaction of the District Attorney's Office and the County Engineer that Washoe County will not assume responsibility for maintenance of the development's private street system or accept the streets for dedication to Washoe County unless the streets meet those Washoe County standards in effect at the time of the offer of dedication.

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- 43. Adequate snow storage easements shall be identified on the final plat. The County Engineer shall determine compliance with this condition.

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- 44. Proposed landscaping and/or fencing along street rights-of-way and within median islands shall be designed to meet AASHTO sight distances and safety guidelines. A minimum vertical clearance of 13.5 feet shall be maintained over all streets. The County Engineer shall be responsible for determining compliance with this condition.

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45. Arcadia Circle and triangular intersection shall be designed to provide safe sight distances and an adequate turning radius for garbage trucks, snow plows and moving vans. The County Engineer shall be responsible for determining compliance with this condition.

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46. Prior to release of any financial assurances for the private improvements, the developer shall provide the Engineering Division with a letter prepared by a civil engineer licensed in the State of Nevada, certifying that the private improvements have been constructed in accordance with the approved plans. The County Engineer shall determine compliance with this condition.

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**CONDITIONS, COVENANTS AND RESTRICTIONS**

47. Conditions, Covenants and Restrictions (CC&Rs), pertain only to the properties within the Galena Canyon Unit 2, shall be reviewed, approved and recorded by the office of the District Attorney. The District Attorney shall determine which items within the CC&Rs will require Washoe County being made a party. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs, be under the authority of the same Homeowners Association and be under the authority of the same architectural control committee. Said CC&Rs shall also specifically address the potential for liens against the property and the responsibilities of the individual property owners for funding of the maintenance, replacement and perpetuation of the following items, at a minimum:

- a) Private roads within the subdivision
- b) Common area landscaping and maintenance
- c) Entrance gates
- d) Snow removal and storage areas
- e) Detention basins and accumulated sediment
- f) Storm drainage system



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- g) Drought resistant landscaping
- h) Maintenance of street lights

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48. The following Conditions, Covenants and Restrictions (CC&Rs), including any supplemental CC&Rs, pertain only to the properties within the Galena Canyon Unit 2, shall be reviewed, approved and recorded by the District Attorney's office. The CC&Rs shall require all phases and units of the subdivision approved under this tentative map to be subject to the same CC&Rs and be under the authority of the same architectural control committee. Said CC&Rs shall specifically address:

- a) Control, regulation and maintenance of the overhead spray irrigation for pastureland.
- b) Street lighting shall be prohibited.
- c) Maintenance and perpetual funding of the common areas and all equestrian/pedestrian easements, either public or private by the Homeowners Association to the satisfaction of the District Attorney's Office.
- d) A disclosure statement that a fire sprinkler system may be required by the fire department shall be included.
- e) A disclosure statement that gives notice that Callahan Ranch Road is subject to limited access and closure during large storm events.
- f) All properties abutting waters of the U.S. shall maintain the 30-foot minimum rear yard setback and the 12-foot minimum side yard setback and will not be granted the 5-foot setback for accessory structures under 12-feet in height.

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49. All open space (this does not include the golf course) shall be identified as common area on the final map. A note on the final map shall indicate that all common areas shall be privately maintained and perpetually funded by the Homeowner's Association. The County Engineer shall determine compliance



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with this condition. The maintenance of the common areas shall also be addressed in the CC&Rs and the District Attorney's Office shall determine compliance.

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**HEALTH, WATER AND SEWER**

50. The Applicant shall dedicate necessary water rights prior to issuance of a Will-Serve Letter by the DWR. A valid Will-Serve Letter is a pre-requisite to approval and recordation of a final subdivision map. The dedication of water rights shall be in accordance with Article 422. Water rights must be in good standing with the State Division of Water Resources and shall reflect the point of diversion, place of use, and manner of use must be acceptable to the DWR.

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51. Prior to review of the initial final map, the Applicant shall submit an engineering analysis justifying the necessity of a sewer lift station as opposed to constructing gravity sewer service to the property. The Department of Water Resources shall determine compliance with this condition.

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52. The Applicant shall deposit with the DWR the sum of \$50.00 per lot prior to recordation of a final map. This fee shall represent the development's prorated share of the completed water and wastewater facilities plan for the South Truckee Meadows. The Department of Water Resources shall determine compliance with this condition.

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53. The Applicant shall submit the Tentative Map street and lot layout in an electronic format and a hard copy of the grading plans within 30 days of the approval of this tentative map. The DWR is responsible to provide the District Health Department with a Nevada Administrative Code Compliance Letter. The Department of Water Resources shall determine compliance with this condition.



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54. DWR approved improvement plans shall be used for the construction of any water distribution systems, any sewer collection systems or appurtenant facilities and must be inspected and approved by the DWR. The Department of Water Resources shall determine compliance with this condition.

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55. Fees for improvement plan review and construction inspection shall be in accordance with Washoe County Ordinance and paid prior to the approval of a final map. The Department of Water Resources shall determine compliance with this condition.

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56. Improvement plans shall be in compliance with Washoe County Design Standards. Prior to final map recordation, the Developer shall submit plans and specifications for the water supply distribution and the sanitary sewer collection systems, for the **on-site and off-site** improvements, relative to this development to the DWR for review and approval. A Registered Engineer with the State of Nevada shall design the improvement drawings. The Department of Water Resources shall determine compliance with this condition.

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57. In accordance with the applicable ordinances, all water connection privilege fees for each service shall be paid prior to the approval of a final map OR the tank, transmission main, and well components of the County's connection fees shall be built and dedicated to Washoe County. The Department of Water Resources shall determine compliance with this condition.

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58. In accordance with the applicable ordinances, sewer service connection fees and the Mt. Rose Interceptor fee shall be paid prior to the approval of a final map. The Department of Water Resources shall determine compliance with this condition.

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59. The Developer shall construct and/or provide the financial assurance for the construction of the **on-site and off-site** water distribution and the sanitary sewer collection systems prior to approval of a final map. The financial assurance must be in a form and amount acceptable to the DWR. The Department of Water Resources shall determine compliance with this condition.

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60. The water distribution and sanitary sewer collection systems must be offered for dedication to Washoe County along with the recordation of the final map. The Department of Water Resources shall determine compliance with this condition.

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61. Easements and real property for all water distribution, sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County along with the recordation of a final map.

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62. Prior to first final map recordation, a master sanitary sewer report shall be prepared by the applicant's registered engineer which addresses:

- a) the estimated sewage flows generated by this project,
- b) projected sewage flows from potential or existing developments within tributary areas,
- c) the impact on the capacity of existing infrastructure,
- d) proposed collection line sizes, on-site and off-site alignment, and maximum velocities,
- e) the impact of lift stations.



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f) Slope of pipe, invert elevations and rim elevations for all manholes.

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*Where/How Condition is Satisfied:* \_\_\_\_\_

63. No Certificate of Occupancy will be issued until off-site potable water facilities, outside the boundaries of this tentative map, necessary to serve this project, have been completed and accepted for operation and maintenance by the DWR. The Department of Water Resources shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

64. No Certificate of Occupancy will be issued until on-site potable water facilities, outside the boundaries of this tentative map, necessary to serve this project, have been completed and accepted for operation and maintenance by the DWR. The Department of Water Resources shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

65. No Certificate of Occupancy will be issued until on-site potable water facilities, outside the boundaries of this tentative map, necessary to serve this project, have been completed and accepted for operation and maintenance by the DWR.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

66. No Certificate of Occupancy will be issued until the on-site sanitary sewer collection facilities, within the boundaries of this tentative map, necessary to serve this project, have been completed and accepted for operation and maintenance by the DWR. The Department of Water Resources shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

67. No Certificate of Occupancy will be issued until off-site sanitary sewer facilities, outside the boundaries of this tentative map, necessary to serve this project, have



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been completed and accepted for operation and maintenance by the DWR. The Department of Water Resources shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

68. If infrastructure such as wells, pump structures, controls, telemetry and appurtenances, storage tanks, transmission lines, lift stations, force mains, sewer mains and interceptor are necessary to accommodate the project, the Developer will be responsible to fund the design and construction. However, actual design will be the responsibility of the DWR. Prior to initiation of design the Developer shall pay the estimated design costs to Washoe County. The DWR may either, provide such design in-house, or select an outside consultant. When an outside consultant is to be selected, the DWR and the Developer shall jointly select that consultant. The Department of Water Resources shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

69. Funding of over-sizing the design and infrastructure to accommodate future development as determined by accepted engineering calculations, shall be the responsibility of Washoe County. Washoe County shall either participate monetarily at the time of design and/or shall credit an appropriate number of service hook-ups to the Developer at the time of recordation of the subdivision map.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

70. Any existing wells located on the property, not proposed for use, shall be properly abandoned in accordance with both State of Nevada Regulations governing water wells and related drilling and the Washoe County Health Department.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

71. No structures (including walls, fences, building's, etc.) shall be allowed within or upon any County maintained utility easement. The Department of Water Resources shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_



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Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

**FIRE SAFETY**

72. The plans submitted with a building permit application shall show evidence of compliance with the recommendations of the Nevada Division of Forestry. Those concerns are fire flows, fire hydrant number and location, access, sequential phasing of firebreaks during development, permanent firebreaks, minimum defensible space, use of fire resistant construction and/or roof material, sprinklering of structures, and spark arrestors in chimneys. Access and fire flows concerns shall be addressed prior to the introduction of any combustible materials to the site. The Nevada Division of Forestry shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

73. A complete fire low water system capable of meeting the residential/commercial calculated fire flow requirements as prescribed by Washoe County Ordinance #786 and the Uniform Fire Code Appendix III-A shall be installed. The Nevada Division of Forestry shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

74. All fire hydrant locations shall be reviewed and approved by the Nevada Division of Forestry Prevention Bureau and shall be in proximity to streets so that snow accumulations at the hydrants may be removed during routine snow plowing operations. The Nevada Division of Forestry shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

75. All roadways within the project shall meet the requirements of paved all-weather surface, Uniform Fire Code Article 9, Section 901 & 902 conditions and shall be designated no parking zones where less than 24 feet wide. The Nevada Division of Forestry shall determine compliance with this condition.

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Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

76. A fuels management/reduction program around all structures shall be maintained a minimum 30 feet in accordance with Uniform Fire Code Appendix II-A-16. The Nevada Division of Forestry shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

77. Clearance of vegetative growth from roadways, in accordance with Uniform Fire Code Appendix II-A-17. The Nevada Division of Forestry shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

78. A fuels modification plan for the entire acreage, including a property line 20-foot minimum fuel break shall be accomplished to the satisfaction of the Nevada Division of Forestry Resource Forester and be completed prior to Washoe County approval of any final maps. The Nevada Division of Forestry shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

79. All structures shall be constructed with fire retardant roofing materials in compliance with N.R.S. 472.100. The Nevada Division of Forestry shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_

80. All cut banks, slopes 2:1, drainage plans, creek crossings and soil stabilization must be reviewed by Nevada Division of Forestry Resource Forester. (775-849-2500 ext. 237). The Nevada Division of Forestry shall determine compliance with this condition.

Final Map Verification: Phase/Unit No.: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
Where/How Condition is Satisfied: \_\_\_\_\_  
\_\_\_\_\_



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81. A timberland Conversion Certificate in compliance with N.R.S. 528.082 through 528.086 could be required prior to any ground breaking or start of any construction on the project. Contact Nevada Division of Forestry Resource Forester. (775-849-2500 ext. 237). The Nevada Division of Forestry shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

82. Knox Box's are required for emergency access in gated communities. The Nevada Division of Forestry shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

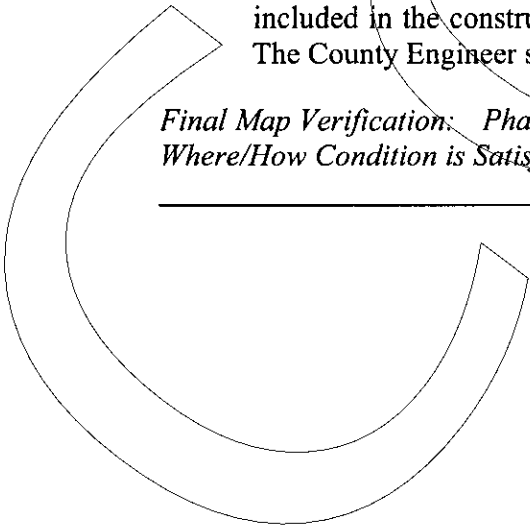
83. The applicant shall provide an emergency access plan in the form of a flyer or brochure to the Nevada Division of Forestry for distribution in the community to alert residents of the alternative emergency access to be provided. The Nevada Division of Forestry shall determine compliance with this condition.

*Final Map Verification: Phase/Unit No.:* \_\_\_\_\_ *Date Submitted:* \_\_\_\_\_  
*Where/How Condition is Satisfied:* \_\_\_\_\_

**WASHOE—STOREY CONSERVATION DISTRICT CONDITIONS**

84. A review letter from the Washoe-Storey Conservation District (WSCD) shall be submitted to the County Engineer prior to the "red line" meeting. The WSCD recommendations shall be implemented with the appropriate design/specifications included in the construction drawings to the satisfaction of the County Engineer. The County Engineer shall determine compliance with this condition.

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*Where/How Condition is Satisfied:* \_\_\_\_\_





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**CONDITIONS FOR  
SPECIAL USE PERMIT CASE NO. SW02-003  
Amendment of Callamont Golf Course, Club House, Gate House and  
Maintenance Building  
(As recommended by Department of Community Development  
and attached to Staff Report dated February 24, 2003)**

**\*\*\*IMPORTANT—PLEASE READ\*\*\***

UNLESS OTHERWISE SPECIFIED, ALL CONDITIONS MUST BE MET OR FINANCIAL ASSURANCES MUST BE PROVIDED TO SATISFY THE CONDITIONS PRIOR TO SUBMITTAL FOR A BUILDING PERMIT. THE AGENCY RESPONSIBLE FOR DETERMINING COMPLIANCE WITH A SPECIFIC CONDITION SHALL DETERMINE WHETHER THE CONDITION MUST BE FULLY COMPLETED OR WHETHER THE APPLICANT SHALL BE OFFERED THE OPTION OF PROVIDING FINANCIAL ASSURANCES. ALL AGREEMENTS, EASEMENTS, OR OTHER DOCUMENTATION REQUIRED BY THESE CONDITIONS SHALL HAVE A COPY FILED WITH THE COUNTY ENGINEER AND THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

COMPLIANCE WITH THE CONDITIONS OF THIS SPECIAL USE PERMIT IS THE RESPONSIBILITY OF THE APPLICANT, ITS SUCCESSOR IN INTEREST, AND ALL OWNERS, ASSIGNEES, AND OCCUPANTS OF THE PROPERTY AND THEIR SUCCESSORS IN INTEREST. FAILURE TO COMPLY WITH ANY CONDITIONS IMPOSED IN THE ISSUANCE OF THE SPECIAL USE PERMIT MAY RESULT IN THE INSTITUTION OF REVOCATION PROCEDURES.

ANY OPERATIONS CONDITIONS ARE SUBJECT TO REVIEW BY THE DEPARTMENT OF COMMUNITY DEVELOPMENT PRIOR TO THE RENEWAL OF A BUSINESS LICENSE EACH YEAR. FAILURE TO ADHERE TO THE CONDITIONS MAY RESULT IN WITHHOLDING RENEWAL OF THE BUSINESS LICENSE UNTIL CONDITIONS ARE COMPLIED WITH TO THE SATISFACTION OF THE DEPARTMENT OF COMMUNITY DEVELOPMENT.

WASHOE COUNTY RESERVES THE RIGHT TO REVIEW AND REVISE THE CONDITIONS OF THIS APPROVAL SHOULD IT DETERMINE THAT A SUBSEQUENT LICENSE OR PERMIT ISSUED BY WASHOE COUNTY VIOLATES THE INTENT OF THIS APPROVAL.

FOR THE PURPOSES OF CONDITIONS IMPOSED BY WASHOE COUNTY, "MAY" IS PERMISSIVE AND "SHALL" OR "MUST" IS MANDATORY.



To: Washoe County Planning Commission  
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**GENERAL CONDITIONS**

1. The applicant shall demonstrate substantial conformance to the plans approved as part of this special use permit. The Department of Community Development shall determine compliance with this condition.
2. The applicant shall complete all grading and construction of all structures used to further the operation within two years from the date of approval by Washoe County. The applicant shall begin the remaining grading, drainage and irrigation improvements by November of 2003 and the applicant shall begin planting of the golf course greens, trees and fairways by April of 2004. The Department of Community Development shall determine compliance with this condition.
3. A copy of the Final Order stating conditional approval of this special use permit shall be attached to all applications for administrative permits issued by Washoe County.
4. The applicant and any successors shall direct any potential purchaser/operator of the special use permit to meet with the Department of Community Development to review conditions of approval prior to the final sale of the special use permit. The subsequent purchaser/operator of the special use permit shall notify the Department of Community Development of the name, address, telephone number, and contact person of the new purchaser/operator within 30 days of the final sale.
5. A note shall be placed on all construction drawings and grading plans stating:

**NOTE**

Should any prehistoric or historic remains/artifacts be discovered during site development, work shall temporarily be halted at the specific site and the State Historic Preservation Office of the Department of Museums, Library and Arts, shall be notified to record and photograph the site. The period of temporary delay shall be limited to a maximum of two (2) working days from the date of notification.

6. A complete set of construction improvement drawings, including an on-site grading plan, shall be submitted when applying for a building/grading permit. Grading shall comply with best management practices and shall include detailed plans for grading, site drainage, erosion control, slope stabilization, and mosquito abatement. Placement or removal of any excavated materials shall be indicated on the grading plan. Silts shall be controlled on-site and not allowed onto adjacent property.



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### **OPERATIONAL CONDITIONS**

7. All grading and construction activities shall be limited to the hours from dawn to dusk. The Department of Community Development shall determine compliance with this condition.

### **DRAINAGE AND GRADING**

8. For construction areas larger than 5 acres, the developer shall obtain from the Nevada Division of Environmental Protection a Stormwater Discharge Permit for Construction and submit a copy to the Engineering Division prior to issuance of a grading or building permit.
9. Applicant shall indicate on the plans where exported materials will be taken and a grading permit shall be obtained for the import site.
10. A grading bond of \$2,000/acre of existing or additionally disturbed areas shall be provided to the Engineering Division prior to any grading. The bond shall also cover the removal of the wood chips/tree stumps which are currently being stockpiled on the property. The Department of Community Development and the County Engineer shall determine compliance with this condition.
11. Cross-sections indicating cuts and fills shall be submitted when applying for a grading permit. Estimated total volumes shall be indicated.
12. All disturbed areas left undeveloped for more than 30 days shall be treated with a dust palliative. Disturbed areas left undeveloped for more than 45 days shall be revegetated. Methods and seed mix must be approved by the County Engineer with technical assistance from the Washoe-Storey Conservation District.

### **HEALTH, WATER AND SEWER**

13. The Applicant shall dedicate necessary water rights to the DWR prior to issuance of a building permit. The dedication of water rights shall be in accordance with Article 422. Water rights must be in good standing with the State Division of Water Resources and shall reflect the point of diversion, place of use, and manner of use must be acceptable to the DWR.
14. The Developer is required to submit a "Water Quality Management Plan" for the golf course addressing both the protection of ground and surface waters. The plan must be approved by the DWR prior to approval of special use permit. Application rates of fertilizers, pest management and chemical applications shall be included. The plan shall identify location of monitoring points, schedule of sampling and parameters for analysis.



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15. Location of the maintenance facilities or storage of pesticides, herbicides, solvents, fertilizers or similar materials shall be located outside the capture zone of any existing or planned well.
16. Should increased monitoring of any County wells be required by the District Health Department as a result of the potential of contamination due to the influence of the golf course on the capture zones, the Developer or golf course operator may be responsible for the actual cost of analysis conducted by a certified laboratory used by Washoe County.
17. Easements and real property for all water distribution, sanitary sewer collection systems and appurtenances shall be offered for dedication to Washoe County prior to the release of building permit.
18. Fees for improvement plan review and construction inspection shall be in accordance with Washoe County Ordinance and paid prior to release of building permit.
19. In accordance with the applicable ordinances, all water connection privilege fees for water service shall be paid prior to release of building permit.
20. In accordance with the applicable ordinances, sewer service connection fees and the Mt. Rose Interceptor fee shall be paid prior to release of building permit.
21. No structures (including walls, fences, building's, etc.) shall be allowed within or upon any County maintained utility easement.
22. Backflow prevention is required per Washoe County Ordinance.
23. A grease interceptor shall be installed (minimum 750 gallons) for a commercial kitchen and must be sized according to the Uniform Plumbing Code adopted by Washoe County.
24. A sand/oil interceptor shall be installed (minimum 1000 gallons) for the maintenance building and must be sized according to the Uniform Plumbing Code adopted by Washoe County.
25. The south property line of the tentative map adjoins St. James Village. There are two well sites identified for future development near the property line on the St. James side. The proposed location of the maintenance building may conflict with the wellhead protection areas for those wells. If the capture zone of any wells extends through the golf course or maintenance facility area, increased monitoring may be required.



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26. Any existing wells located on the property, not proposed for use, shall be properly abandoned in accordance with both State of Nevada Regulations governing water wells and related drilling and the Washoe County Health Department.

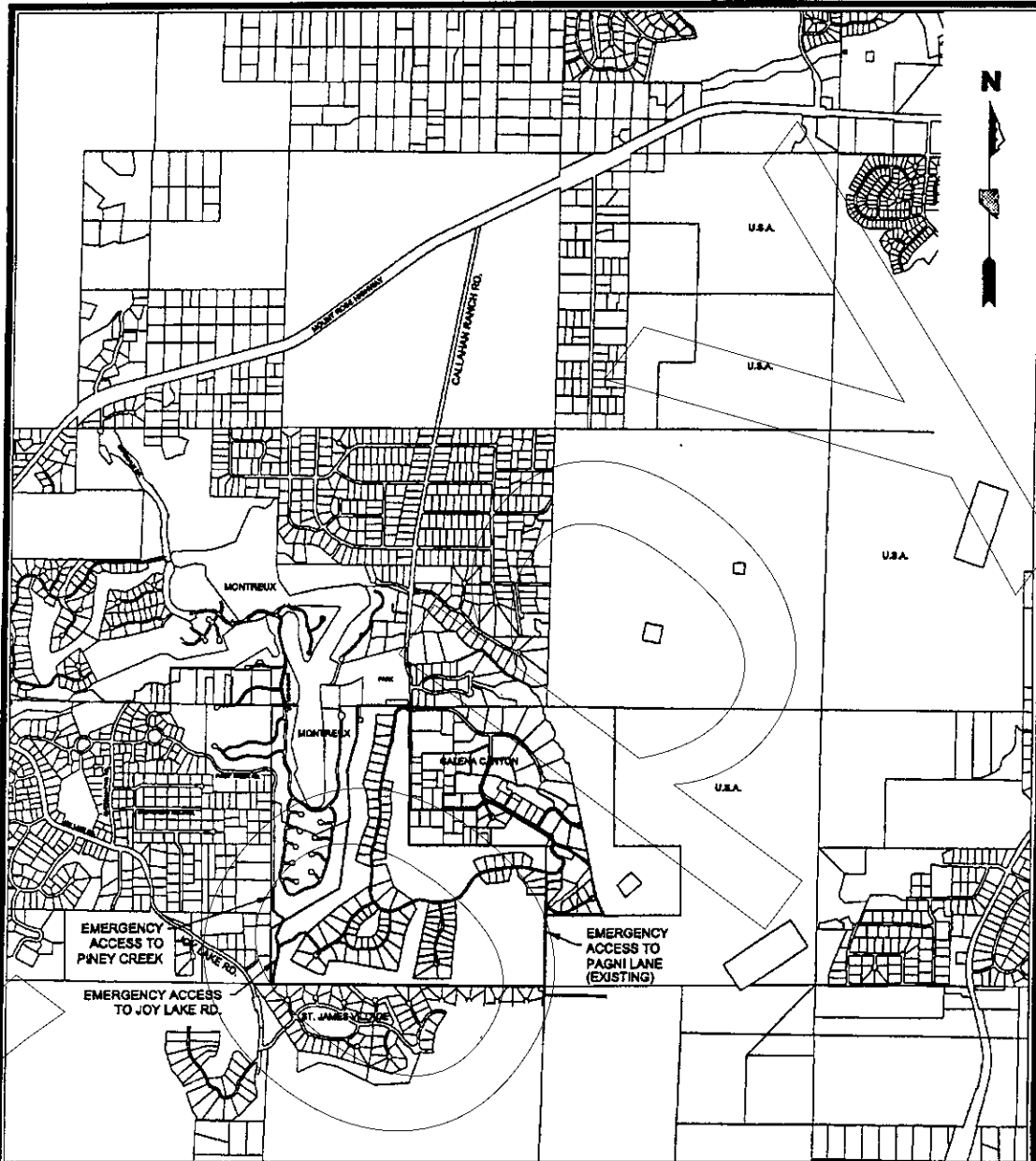
### TRAFFIC


27. Prior to ground-disturbing activity, a proposed Construction Traffic Haul Route Plan shall be submitted to the Engineering Division for review and approval. Any existing or proposed roads that will be used as construction haul routes and are not designated truck routes must be evaluated by a geotechnical study to determine the existing structural section and its load capacity. If the pavement section is inadequate to support the proposed construction loadings, the roadway must be redesigned or reconstructed as needed to provide a 20-year design life in accordance with the AASHTO Interim Guide for Flexible Pavement.

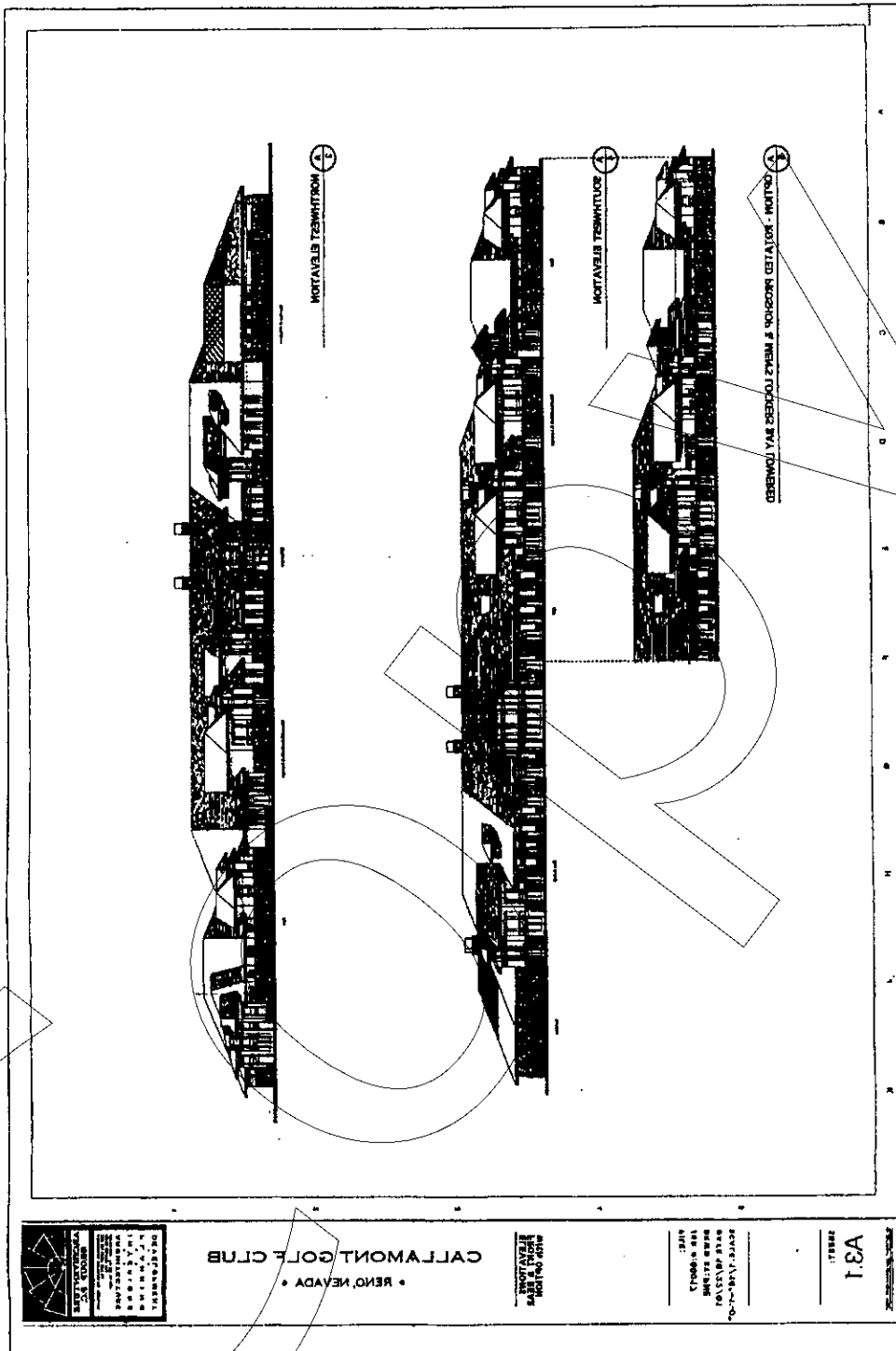
### LANDSCAPING AND DESIGN

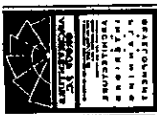
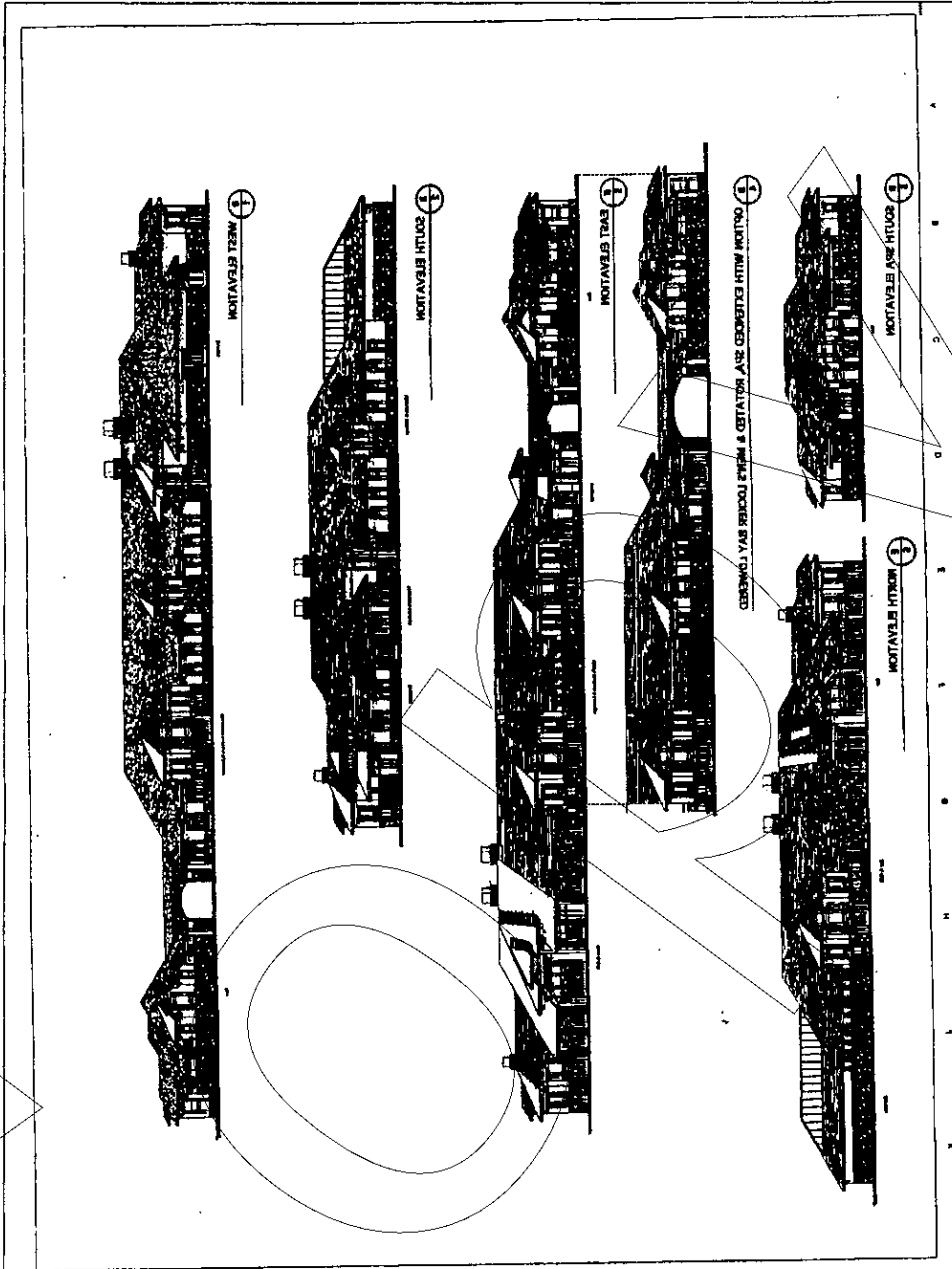
28. Prior to any ground disturbing activity or finalization of a final map, the developer shall submit a landscaping/architectural design plan to the Department of Community Development for review and approval by the Design Review Committee. Said plan shall address, but not be limited to: type and color of building material for the entry building, maintenance building, clubhouse and sewer lift stations, general architectural design, fencing, signage, lighting, landscaping material (if plant material: type, size at time of planting, maturation size at full growth, period of time between planting and full growth), landscaping location, and the landscaping irrigation system. The landscaping plans shall address drought resistant plant materials to be used throughout the development.
29. A certification letter or series of letters by a landscape architect registered in the State of Nevada shall be submitted to the Department of Community Development. The letter(s) shall certify that all applicable landscaping provisions of Articles 408, 410 and 412 of the Development Code have been met. Any landscaping plans and the letter shall be wet-stamped. The letter shall indicate any provisions of the code that the Director of Community Development has waived.
30. All landscaping shall be maintained in accordance with the provisions found in Section 110.412.75, Maintenance. A three-year maintenance plan shall be submitted by a licensed landscape architect registered in the State of Nevada to the Department of Community Development, prior to a Certificate of Occupancy. The plan shall be wet-stamped.





<b>CALLAMONT ESTATES          EMERGENCY ACCESS          DISPLAY MAP</b>	N.T.S.	 <b>SUMMIT</b> ENGINEERING CORPORATION <small>5405 MAE ANNE AVE., RENO, NV, 89523</small>	SHEET 1
	Copyright SUMMIT ENG 2003		OF 1
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RENO, NEVADA •

S.3A

DATE













WHEN RECORDED, RETURN TO:

Stephen C. Mollath  
6560 SW McCarran Blvd., Suite A  
Reno, NV 89509

**DRAFT**

SUBJECT TO CONFORMANCE WITH  
FINAL MAP CONDITIONS TO BE  
THEREAFTER RECORDED

**QUAIL VALLEY IN THE PINES**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**COOPER**



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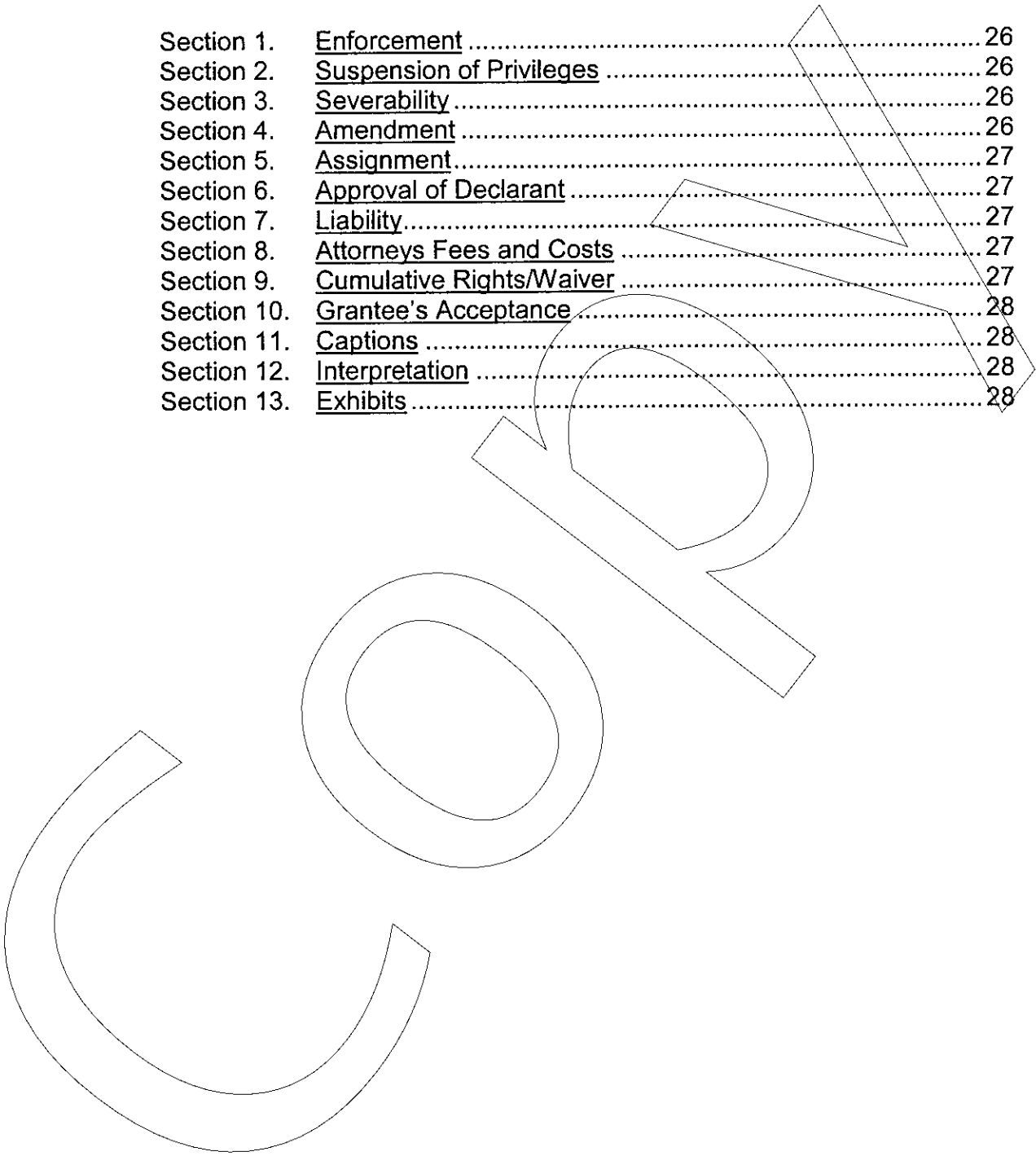


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# QUAIL VALLEY IN THE PINES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by **KENTERPRISES, 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 in Exhibit "A" attached hereto and incorporated herein by this reference ("the Subdivision").

NOW, THEREFORE, Declarant hereby declares that all of the real property in the Subdivision, 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 the Subdivision. 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 the Subdivision 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 the Subdivision 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 Quail Valley in the Pines 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 Quail Valley in the Pines 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 the Subdivision; 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 KENTERPRISES, 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.

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 the Subdivision; 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 Exhibit "A", development of which is regulated by Reno, Nevada under Annexation, Zoning Map Amendment, Tentative Map and Special Use Permit Case No. 384-99, as amended, to include the Planned Unit Development Handbook for Quail Valley in the Pines, 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 Quail Valley in the Pines and the name of the association formed under Article II hereof to own and manage Common Area shall be Quail Valley in the Pines 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 units ("lots") that Declarant has created by tentative map is twenty-eight (28) lots for single-family dwellings.

R. The final map depiction of the boundaries of each lot, easements and Common Areas created by the Declaration is described in Exhibit "B".

S. Real estate that is or must become common elements is described in Exhibit "B".

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 of five (5) 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 on Exhibit "A" 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 the Subdivision Map plats and plans or in this Declaration on all areas described on Exhibits "A" and "B" 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 on Exhibit "A" and "B" 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 on Exhibit "A" and "B".

U. Each of the 28 lots described in Exhibit "B" shall have the following allocated interests:

1. A fraction or percentage of the common expenses of the Association equal to 1 divided by 28 lots; and

2. One vote in the Association for a total of 28 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. Lot Subdivision.** A lot not delineated on a final map may be subdivided into two or more lots by Declarant at the time it is delineated on a final map, so long as each lot in the Subdivision contains the minimum square footage required by tentative map and the total lots in the Subdivision do not exceed 28, without following the procedure prescribed in NRS 116.2113 and without any approval by the Association.

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



## ARTICLE II QUAIL VALLEY IN THE PINES 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 116.3108).

**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 375.090 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. 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 prohibited, except that a 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 Structure Size.** No structure shall be less than two thousand (2,000) square feet in size.

**Section 8. Restriction on Number of Dwellings.** No building, structure or improvements shall be constructed, erected, altered, placed or permitted to remain on any lot other than one (1) dwelling designed for principal residential occupation for not more than one (1) family.

**Section 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 not meeting 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 18. Garage Requirements.** Every single-family 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. Carports are prohibited.



**Section 19. 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 20. 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 agency.

**Section 21. 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 22. 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 23. Subdividing and Land Use.** Except as otherwise provided herein, regardless of any action of any governmental agency, no lot may be divided, subdivided or resubdivided to a size less than the size of the lot created by a final map except by Declarant. The zoning and use of any of the lots in the Subdivision may not be changed and amended to multiple residential use or commercial use.

**Section 24. 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 25. Irrigation Systems Required.** Automatic sprinkler and irrigation systems shall be required for all landscaping.

**Section 26. 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 27. 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 29 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 28. 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 29. 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 30. 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 31. Pools, Sports and Play Equipment.** No above-grade swimming or wading pools, trampolines, other sports apparatus, swingsets 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 32. 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 33. 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 34. 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. 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 or parking areas).



**Section 35. 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 36. Landscaping.** Each owner shall be responsible to properly and attractively landscape his lot, except that portion of the front yard of the lots of the Subdivision which are to be maintained by the Association as more fully described in Exhibit "C", 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 37. No Commercial Leasing.** No owner of any lot shall participate in any plan or scheme for the rental of the improvements on such lot, nor shall any such lot be operated as a commercial venture. Nothing in this 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 38. 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 39. 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 40. 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 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 41. 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, and with those in the Quail Valley in the Pines Planned Unit Development Handbook.

**Section 1. Building Envelope.** The Committee shall establish a building envelope and recommended point of access for each lot pursuant to the approved site plan required of each lot by the City of Reno at the time of final map recordation. This envelope will be based upon the topography of the lot, its relationship to neighboring lots, and any unique feature that the lot may have. The size and shape of the building envelope may vary from lot to lot. If, in the opinion of the Committee certain lots do not warrant the establishment of a specially designated envelope, the envelope of those lots shall be set according to the PUD design guidelines for that type of lot. In general, all building construction shall be confined to the building envelope area. If, in the opinion of the committee, the building envelope shall cause the lot owner undue hardship in locating his home or accessory improvements, variances may be permitted by the Committee.

**Section 2. Design Guidelines.** The Committee shall adopt by a majority vote Design Guidelines establishing the architectural standards for construction and uses on all lots within the Subdivision. 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 3. 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 Quail Valley in the Pines 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 five (5) 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) nor more than seven (7) members, to be appointed by the Board, at least two (2) of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, landscape architect, etc.), 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 the Subdivision, 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 90 days 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 the Subdivision 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 therefor 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 therefor 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.** In addition to the Quail Valley in the Pines Landscape Maintenance Easement in Exhibit "C" attached hereto, 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, 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 provided in Article VI, Section 14, 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 Subdivision 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.

**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.

**Section 13. Exhibits.** The following are the exhibits to this Declaration:

- Exhibit "A"    Legal description of entire property subject to Declaration
- Exhibit "B"    Final Subdivision Map for Quail Valley in the Pines
- Exhibit "C"    Quail Valley in the Pines Landscape easement

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

**DECLARANT:**

**KENTERPRISES, LLC,**  
A Nevada limited liability company

By \_\_\_\_\_

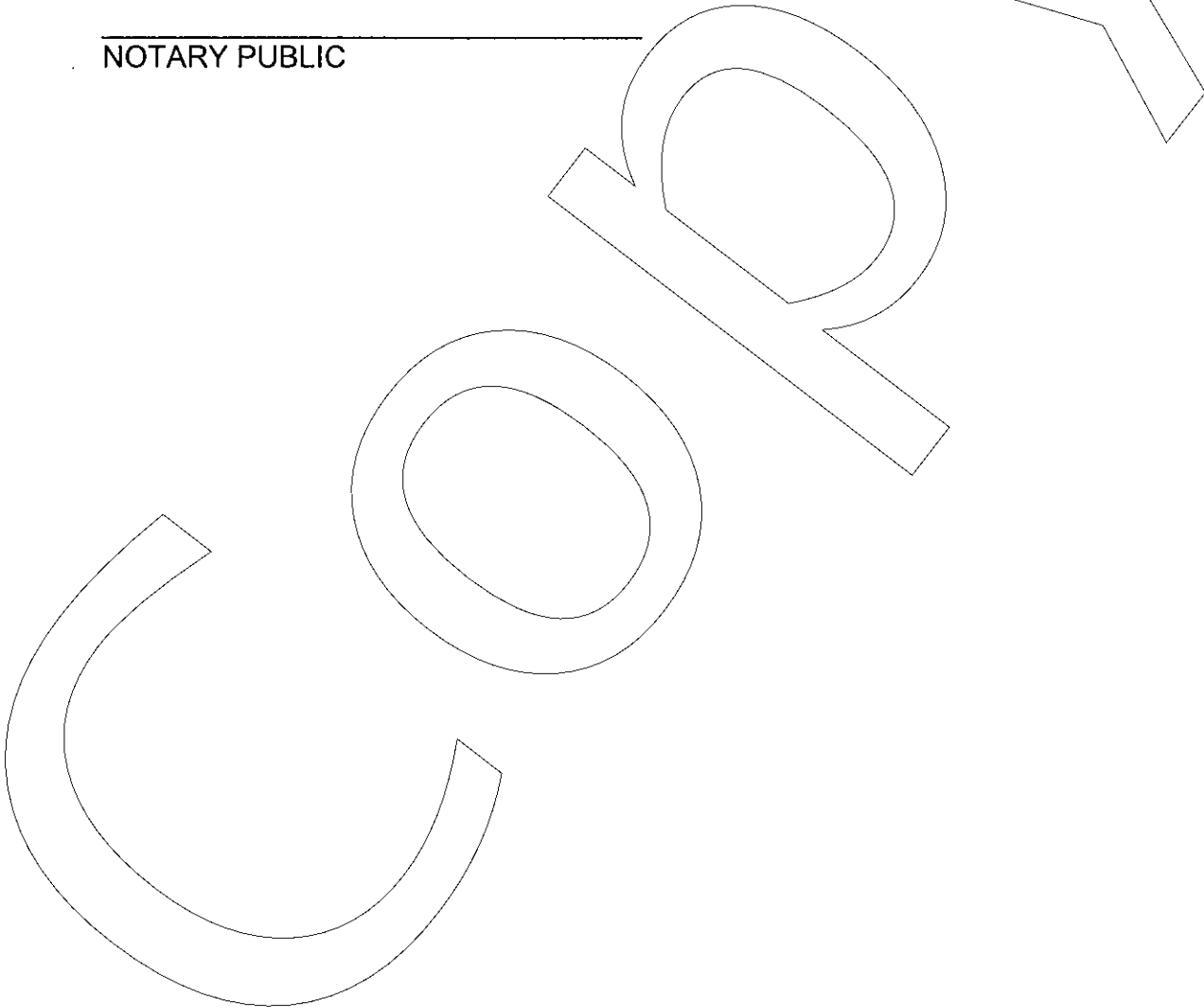


STATE OF NEVADA     )  
  ) ss.  
COUNTY OF WASHOE    )

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 **KENTERPRISES, 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 \_\_\_\_\_, 2002.

\_\_\_\_\_  
NOTARY PUBLIC





# Section VIII Bylaws



**BYLAWS  
OF  
QUAIL VALLEY IN THE PINES  
HOMEOWNERS ASSOCIATION  
A Nevada Non-Profit Corporation**

**DRAFT**

**ARTICLE ONE  
OFFICES**

SUBJECT TO CONFORMANCE WITH  
FINAL MAP CONDITIONS TO BE  
THEREAFTER RECORDED

The principal office of the Association shall be located at 6560 SW McCarran Blvd., Suite A, City of Reno, County of Washoe, State of Nevada 89509. The corporation may have such other offices, either within or without the State of Nevada, as the board of directors may determine from time to time.

**ARTICLE TWO  
MEMBERS**

**Section 1. Members.** The members of the Association shall be twenty eight (28). The qualifications for membership shall be ownership of a lot, of which there are twenty eight (28).

**Section 2. Voting Rights.** Each member in good standing shall be entitled to one vote on each matter submitted to a vote of the members.

**Section 3. Transfer of Membership.** Membership in this Association is transferable or assignable upon a sale by a member of a lot.

**ARTICLE THREE  
MEETINGS OF MEMBERS**

**Section 1. Annual Meeting.** An annual meeting of the members shall be held at 6560 SW McCarran Blvd., Suite A, Reno, Nevada 89509 on the first Monday in the month of December in each year, beginning with the year 1999, at ten o'clock a.m., for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the State of Nevada such meeting shall be held on the next succeeding business day. If the election of directors is not held on the day designated herein for any annual meeting, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the members as soon thereafter as is convenient.

**Section 2. Special Meetings.** Special meetings of the members may be called by the president, the board of directors, or not less than fifteen (15) of the members having voting rights, at 6560 SW McCarran Blvd., Suite A, Reno, Nevada 89509. If no



designation is made, the place of meeting shall be the principal office of the corporation in the State of Nevada, but if all of the members shall meet at any time and place, either within or without the State of Nevada, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

**Section 3. Notice of Meetings.** Written or printed notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail, to each member entitled to vote at such meeting, not less than five nor more than 30 days before the date of such meeting, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

**Section 4. Informal Action by Members.** Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all the members entitled to vote with respect to the subject matter thereof.

**Section 5. Quorum.** Members holding fifty-one percent (51%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

**Section 6. Proxies.** At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after six (6) months from the date of its execution, unless otherwise provided in the proxy.

**Section 7. Voting by Mail.** Where directors or officers are to be elected by members or any class or classes of members, such election may be conducted by mail in such manner as the board of directors shall determine.

#### ARTICLE FOUR BOARD OF DIRECTORS

**Section 1. General Powers.** The affairs of the corporation shall be managed by its board of directors. Directors need not be residents of the State of Nevada and need not be members of the corporation.

**Section 2. Number, Tenure, and Qualifications.** The number of directors shall be three (3) Directors, but no more than five (5) shall be elected at the annual



meeting of members, and the term of office of each director shall be until the next annual meeting of members and the election and qualification of his successor.

**Section 3. Regular Meetings.** A regular meeting of the board of directors shall be held without any other notice than this bylaw immediately after, and at the same place as, the annual meeting of members. The board of directors may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at the principal office of the corporation in the absence of any designation in the resolution.

**Section 4. Special Meetings.** Special meetings of the board of directors may be called by or at the request of the president or any one (1) director, and shall be held at the principal office of the corporation or at such other place as the directors may determine.

**Section 5. Notice.** Notice of any special meeting of the board of directors shall be given at least two (2) days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by fax, such notice shall be deemed to be delivered when the fax is received by the Director via his or her fax. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

**Section 6. Quorum.** A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board; but if less than a majority of the directors are present at any meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

**Section 7. Board Decisions.** The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by law or by these bylaws.

**Section 8. Vacancies.** Any vacancy occurring in the board of directors and any directorship to be filled by reason of an increase in the number of directors, shall be filled by the board of directors. A director appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office.

**Section 9. Compensation.** Directors as such shall not receive any stated salaries for their services, but by resolution of the board of directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at any regular or special



meeting of the board. Nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

## ARTICLE FIVE OFFICERS

**Section 1. Officers.** The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the board of directors), a secretary, a treasurer, and such other officers as may be elected in accordance with the provisions of this article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more offices may be held by the same person.

**Section 2. Election and Term of Office.** The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the board of directors. Each officer shall hold office until his successor has been duly elected and qualifies.

**Section 3. Removal.** Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

**Section 4. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the board of directors for the unexpired portion of the term.

**Section 5. Powers and Duties.** The several officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the board of directors. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in nonprofit corporations having the same or similar general purposes and objectives as this corporation.

## ARTICLE SIX CONTRACTS, CHECKS, DEPOSITS, AND GIFTS

**Section 1. Contracts.** The board of directors may authorize any officer or officers or agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the



name of and on behalf of the corporation, and such authority may be general or may be confined to specific instances.

**Section 2. Checks, Drafts, or Orders.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers or agent or agents of the corporation, and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the corporation.

**Section 3. Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

**Section 4. Gifts.** The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for any purpose of the corporation.

## ARTICLE SEVEN CERTIFICATES OF MEMBERSHIP

**Section 1. Certificates of Membership.** The board of directors may provide for the issuance of certificates evidencing membership in the corporation, which certificates shall be in such form as may be determined by the board. Such certificates shall be signed by the president or a vice president and by the secretary or an assistant secretary and shall be sealed with the seal of the corporation. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the corporation. If any certificate is lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the board of directors may determine.

**Section 2. Issuance of Certificates.** When a member has acquired a lot, a certificate of membership may be issued in his name and delivered to him by the secretary.

## ARTICLE EIGHT BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors, committees having and exercising any of the authority of the board of directors, and the membership committee, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.



**ARTICLE NINE  
FISCAL YEAR**

The fiscal year of the corporation shall be the calendar year.

**ARTICLE TEN  
DUES AND ASSESSMENTS**

**Section 1. Dues and Assessments.** The board of directors shall determine from time to time the amount of monthly maintenance dues and/or assessments payable to the corporation by members of the Association, and shall give appropriate notice to the members.

**Section 2. Payment of Dues and Assessments.** Assessments shall be payable in advance on the first day of each month. Assessments of a new member shall be prorated from the first day of the month in which such new member is elected to membership.

**Section 3. Default and Termination of Membership.** When any member of any class is in default in the payment of dues for a period of two (2) months from the beginning of the period for which such dues became payable, his membership may thereupon be terminated by the board of directors as provided hereinabove and in accordance with the Declaration of Covenants, Conditions and Restrictions.

**ARTICLE ELEVEN  
WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of NRS 81.410 or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE TWELVE  
AMENDMENT OF BYLAWS**

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by a majority of the members.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

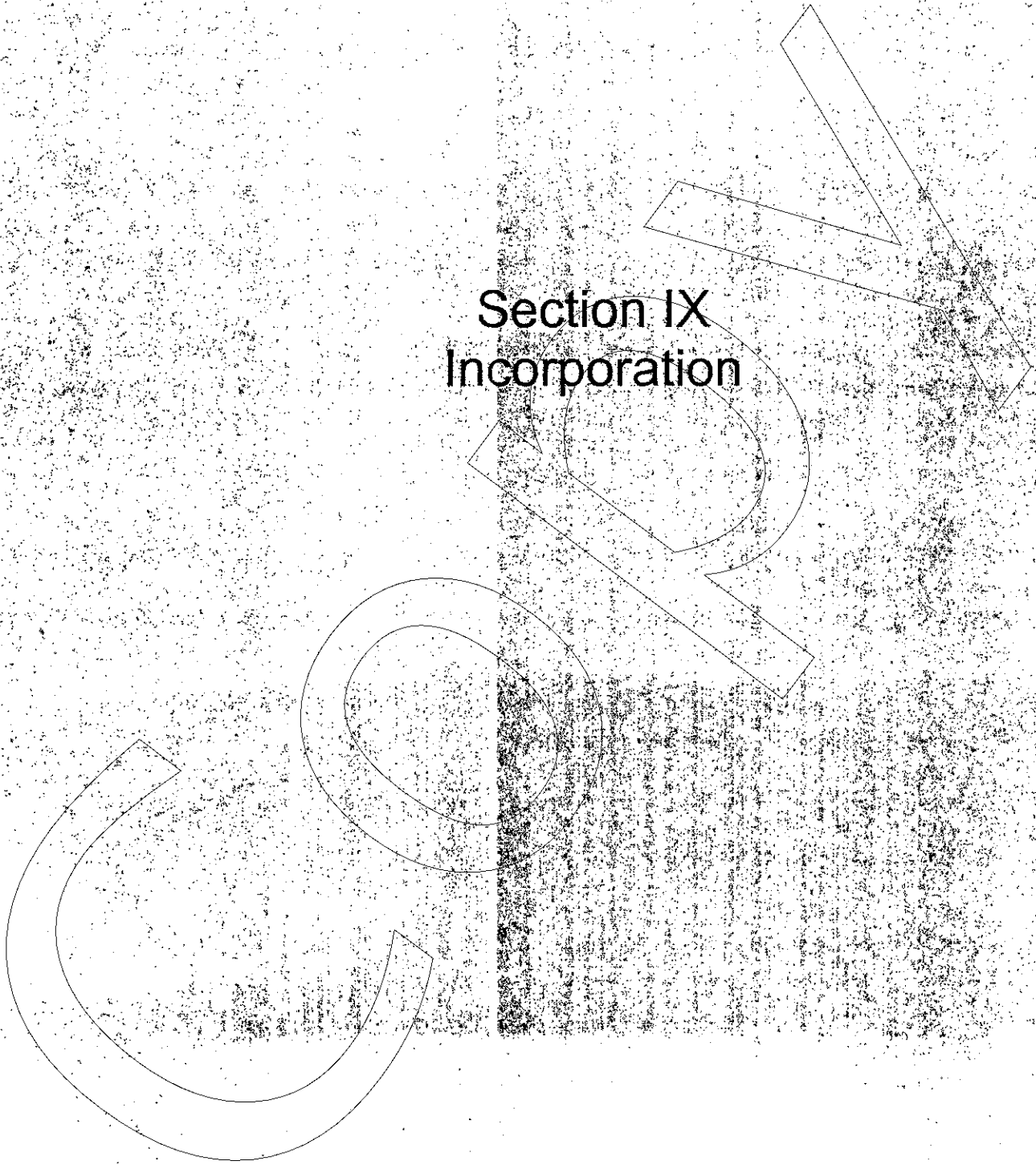


Secretary

COPY



# Section IX Incorporation



**ARTICLES OF INCORPORATION  
OF  
QUAIL VALLEY IN THE PINES HOMEOWNERS ASSOCIATION**

We, the undersigned, do hereby associate together for the purpose of forming a nonprofit corporation, pursuant to Chapter 82 of the Nevada Revised Statutes, and certify as follows:

**ARTICLE ONE  
NAME**

The name of the corporation shall be: QUAIL VALLEY IN THE PINES HOMEOWNERS ASSOCIATION, (hereinafter called the "Association").

**ARTICLE TWO  
DEFINITIONS**

1. "Declaration" means the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, recorded on \_\_\_\_\_, 2002, as Document No. \_\_\_\_\_, Official Records, Washoe County, Nevada.

2. Other capitalized terms not defined herein shall have the same meanings as set forth in the Declaration when used in these Articles of Incorporation.

**ARTICLE THREE  
NON-PROFIT CORPORATION**

The Association is a non-profit corporation.

**ARTICLE FOUR  
PURPOSES**

The purpose for which the Association is formed is to:

A. Own, manage, repair and maintain the landscaping, open space, common areas and easements of the Quail Valley in the Pines Subdivision in accordance with the Declaration; and

B. Enforce and administer the provisions of this Article Four, and any resolutions of the Board pertaining to this Article Four.

C. Comply with the provisions of NRS Chapter 116, as amended.

The Association shall have no other purpose than those specified herein.





**ARTICLE FIVE  
PRINCIPAL PLACE OF BUSINESS  
AND REGISTERED AGENT**

The principal place where the business of the Association shall be transacted and carried on, will be at 6560 SW McCarran Blvd, Suite A, Reno, Nevada 89509. The initial resident agent of the Association is Stephen C. Mollath and the address of the registered agent where service of process may be served and the address of the registered office of the Association shall be at 6560 SW McCarran Blvd., Suite A, Reno, Nevada 89509.

**ARTICLE SIX  
TERM**

The term for which the Association shall exist shall be perpetual.

**ARTICLE SEVEN  
MEMBERSHIP**

The Association is not authorized to have and shall not issue any capital stock. The Association Members shall be all persons or entities collectively holding an ownership interest in one of the lots recorded in the Office of the Recorder in Washoe County, Nevada. The record owner(s) of each lot shall have membership in the Association equal to one (1) vote for each of the 28 lots in the Subdivision.

**ARTICLE EIGHT  
BOARD OF DIRECTORS**

The Association shall have not less than three (3) nor more than five (5) directors, all of whom must be at least eighteen (18) years of age. The exact number of directors shall be set by the Association Members at any annual or special meeting. Except for the first Board named in these Articles of Incorporation, all Members of the Board shall be Association Members. The following described persons may serve on the Board as representatives of Members which are not natural persons: trustee(s) or beneficiaries) of one or more trusts.

**ARTICLE NINE  
FIRST BOARD OF DIRECTORS**

The members of the first Board of the Association named herein shall serve until the first annual meeting of the Association Members is called for the purpose of electing their successors. The first annual meeting of the Association Members shall be held not later than one (1) year after the date of the filing of these Articles of Incorporation with the Secretary of State of the State of Nevada. Such meeting shall be called, noticed and conducted in accordance with these Articles and the Bylaws or the



Association. The names and addresses of those selected to act as directors of the Association until the first annual meeting of the Association Members or until their successors shall have been elected and have accepted office are:

Lory Kohlmoos

Box 50300  
Reno, NV 89513

(insert two others)

**ARTICLE TEN  
ALLOCATION OF RIGHTS AND OBLIGATIONS**

Each Association Member owning a lot shall have the following allocated interests:

A fraction or percentage of the Common Expenses of the Association equal to one lot divided by the total of 28 lots of the Quail Valley in the Pines, as more fully set forth in the Declaration.

**ARTICLE ELEVEN  
INCORPORATORS**

The names and addresses of the incorporator of the Association is:

Lory Kohlmoos

Box 50300  
Reno, NV 89513

**ARTICLE TWELVE  
LIABILITY OF DIRECTORS AND OFFICERS**

No director or officer of the Association shall be personally liable to the Corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, save and except for:

- A. Acts or omissions which involve intentional misconduct, fraud or a knowing violation of law; or
- B. The payment of distributions in violation of NRS 82.221.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

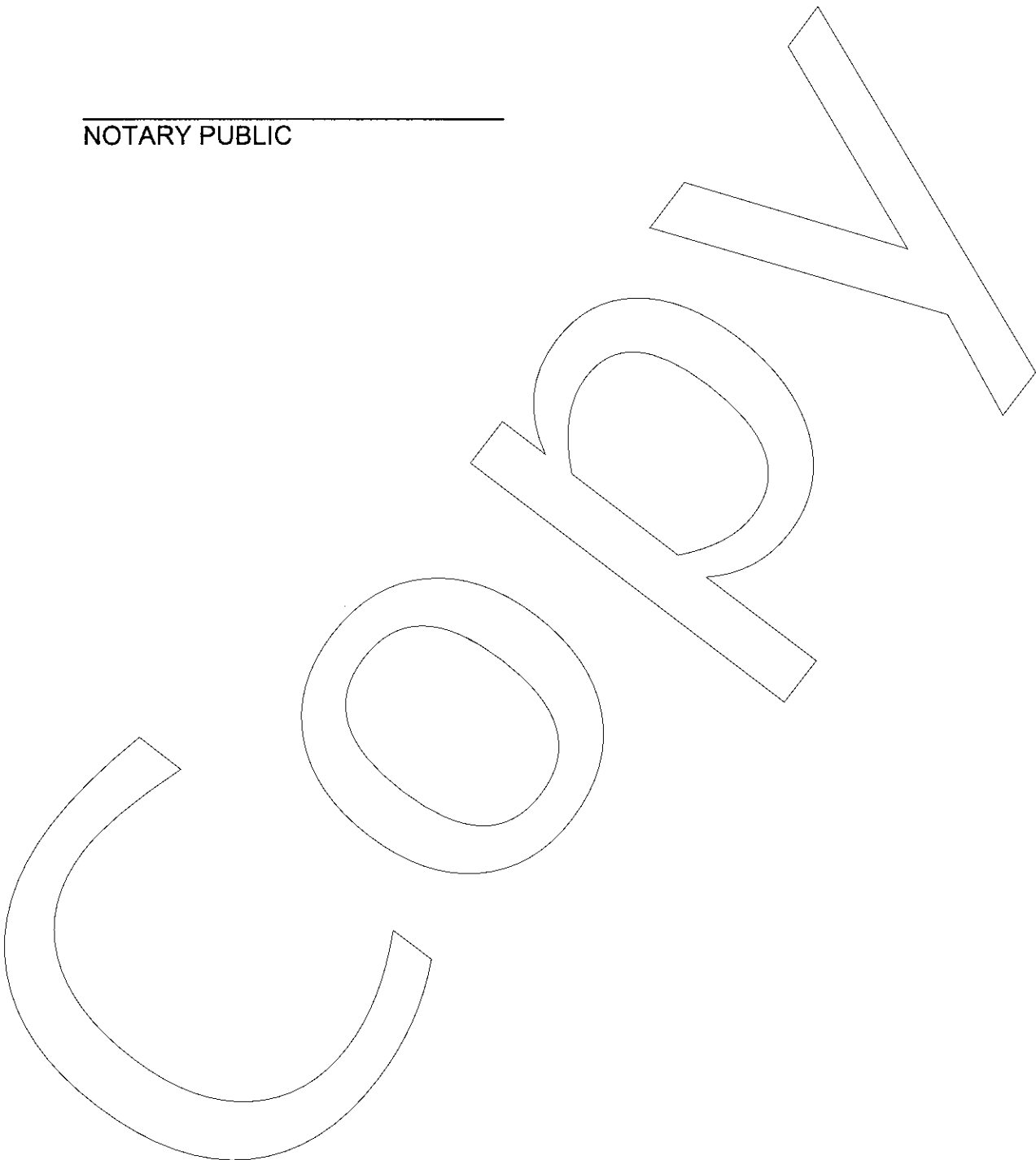
\_\_\_\_\_



STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF WASHOE    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2002, personally  
appeared before me, a Notary Public, LORY KOHLMOOS, who acknowledged to me  
that he executed the foregoing Articles of Incorporation.

\_\_\_\_\_  
NOTARY PUBLIC



**CERTIFICATE OF ACCEPTANCE  
OF APPOINTMENT BY REGISTERED AGENT**

IN THE MATTER OF **QUAIL VALLEY IN THE PINES HOMEOWNERS ASSOCIATION**, I, **STEPHEN C. MOLLATH**, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, I accepted the appointment as Registered Agent of the above-entitled corporation in accordance with Sec. 78.090, NRS 1957.

Furthermore, that the registered office in this State is located at 6560 SW McCarran Blvd., Suite A, Town of Reno, County of Washoe, State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
REGISTERED AGENT

C O R P

**DOC # 2815819**  
03/05/2003 11:26A Fee:153.00  
BK1  
Requested By  
KENTERPRISES  
Washoe County Recorder  
Kathryn L. Burke - Recorder  
Pg 143 of 143 RPTT 0.00

