
PRELIMINARY GEOTECHNICAL INVESTIGATION

APN 008-192-69

CARSON CITY, NEVADA

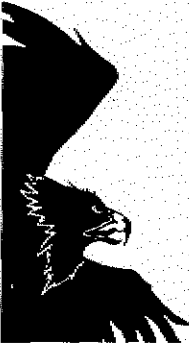
JUNE 2006

Prepared for:

Ascend 2006, LLC



Black Eagle Consulting, Inc. - Geotechnical & Construction Services



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Mr. James Kiernan
Ascend 2006, LLC
512 Division Street
Carson City, Nevada 89703

June 16, 2006

Project No.: 0952-01-1

RE: Preliminary Geotechnical Investigation
APN 008-192-69
Carson City, Nevada

Dear Mr. Kiernan:

Black Eagle Consulting, Inc. is pleased to present the results of our preliminary geotechnical investigation for the referenced project in Carson City, Nevada. Black Eagle Consulting, Inc. should review the site development plans, when they are available and update this report as appropriate.

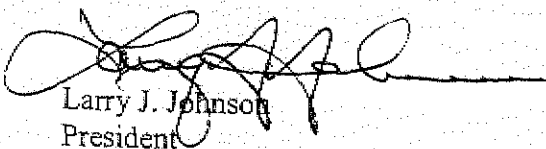
Soils on this site were found to be generally granular materials with localized, shallow layers of clay soils that are expansive. Removal, blending, moisture conditioning and replacement of the surface soils should provide adequate ground improvement for footings and floor slab at reasonable cost.

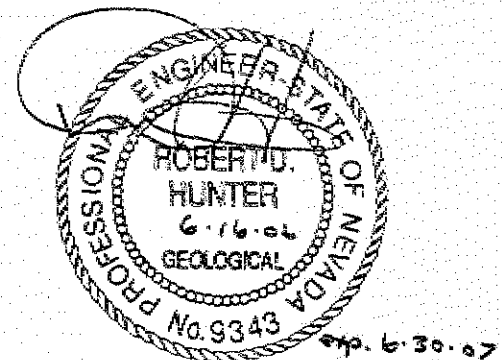
The following report discusses methodology, summarizes our findings, and presents geotechnical recommendations for design and construction of the property, as currently envisioned.

We wish to thank you for the opportunity to provide our services and look forward to the possibility of working with you during construction. Please feel free to contact us should you have any questions regarding this report.

Sincerely,

Black Eagle Consulting, Inc.


Larry J. Johnson
President



Dal Hunter, Ph.D., P.E.
Vice President

Copies to: Addressee (5 copies)

LJ:DH:mk

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PRELIMINARY GEOTECHNICAL INVESTIGATION

APN 008-192-69

CARSON CITY, NEVADA

INTRODUCTION

Presented herein are the results of the Black Eagle Consulting, Inc. (BEC) geotechnical investigation, laboratory testing, and associated geotechnical design recommendations for the proposed single-family duplex or townhouse units to be located in Carson City, Nevada. These recommendations are based on surface and subsurface conditions encountered in our explorations, and on details of the proposed project as described in this report. The objectives of this study were to:

1. Determine general soil, and ground water conditions pertaining to design and construction of the proposed duplex or townhouse units.
2. Provide recommendations for design and construction of the project, as related to these geotechnical conditions.

The area covered by this report is shown on Plate 1 - Plot Plan. Our investigation included field exploration, laboratory testing, and engineering analysis to determine the physical and mechanical properties of the various on-site materials. Results of our field exploration and testing programs are included in this report and form the basis for all conclusions and recommendations. Currently there is no site plan for the project. Black Eagle Consulting, Inc. should review the site development and grading plan when they are available and update this report, to final design level.

The services described above were conducted in accordance with the Black Eagle Consulting, Inc. Professional Geotechnical Agreement dated May 9, 2006, which was signed by Mr. James Kiernan of Ascend 2006, LLC.

SITE CONDITIONS

The site consists of a semi-rectangular shaped parcel of approximately 5.1 acres located in Carson City County, Nevada. The proposed duplex/townhome site is entirely contained in Section 3, Township 15 North, Range 20 East, M.D.M. The parcel is bordered to the north and East by Graves Lane, south by East Nye Lane, and west by residential lots. Access to the site is obtained by East Nye Lane.

Currently the site is mostly undeveloped land with a single-story, wood-framed with brick residence in the central portion. There is a small shed to the north of the house and a small segment of poorly supported barbed-wire and wood -post fence on the far north end of the property. There is a gravel driveway that enters the west end of the property from Nye Lane and heads into the house. The house may be currently connected to sewer that runs along either Nye Lane or Graves Lane, but may have originally used an on-site septic system. It is not known if the house has a basement or underground fuel storage tank.

The site is relatively flat with minimal relief (1 to 2 feet) across it with an approximate 0.25% slope to the east. There are several mounds up to 2 feet in height across the property. There are no drainage ditches, so it is assumed that the property drains by sheet-flow to adjacent curb and gutters.

The site is covered with abundant sagebrush up to 3 feet high. There are also abundant mature trees around the house with trunks up to 1.5 feet in diameter.

PROJECT DESCRIPTION

The project will involve the design and construction of an estimated 35 to 45 single-family, two-story duplex and/or townhouses that will be wood-framed and founded on conventional concrete foundations. No site plan has yet been developed. Both raised floor and concrete slab-on-grade floors are being considered. The project will need to include several paved private drives and standard utilities that would be stubbed from utilities in either Nye Lane or Graves Lane. No grading plan is available, but cut and fills should be minimal since the site is nearly level and flat. It is assumed that the existing home will be removed from the property.

EXPLORATION

The APN 008-192-69 duplex/townhome site was explored May 24 and 25, 2006 by excavating 5 test pits using a Cat 446 B backhoe. Locations of the test pits are shown on Plate 1 - lot Plan. The maximum depth of exploration was 12 feet below the existing ground surface. Bulk samples for index testing were collected from the trench wall sides at specific depths in each soil horizon.

Material Classification

A geotechnical engineering technician examined and identified all soils in the field in accordance with ASTM D 2488. During test pitting, representative bulk samples were placed in sealed plastic bags and returned to our Reno, Nevada, laboratory for testing. Additional soil classification was subsequently performed in accordance with ASTM 2487 (Unified Soil Classification System [USCS]) upon completion of laboratory testing as described in the **Laboratory Testing** section. Logs of the test pits are presented as Plate 2, and a USCS chart has been included as Plate 3 - Graphic Soils Classification Chart.

LABORATORY TESTING

All soils testing performed in the Black Eagle Consulting, Inc. soils laboratory is conducted in accordance with the standards and methodologies described in Volume 4.08 of the ASTM Standards.

Index Testing

Samples of each significant soil type were analyzed to determine their in situ moisture content (ASTM D 2216), grain size distribution (ASTM D 422), and plasticity index (ASTM D 4318). The results of these tests are shown on Plate 4 - Index Test Results. Test results were used to classify the soils according to ASTM D 2487 and to verify field logs, which were then updated as appropriate. Classification in this manner provides an indication of the soil's mechanical properties and can be correlated with published charts (Bowles, 1996b; NAVFAC, 1986a and b) to evaluate bearing capacity, lateral earth pressures, and settlement potential of lightly loaded structures.

GEOLOGIC AND GENERAL SOIL CONDITIONS

The site lies in an area mapped by the Nevada Bureau of Mines and Geology (Bingler, 1977) as Older Alluvial Plain Deposits. Similar to Older Pediment Gravel: *Grayish-orange to dark yellow-brown small cobble to muddy sandy pebble gravel and minor very poorly sorted bouldery cobble gravel. Clasts angular to subrounded and similar in composition to nearby bedrock; except Older Alluvial Plain Deposits are thicker, finer grained, and better bedded and sorted.*

Soils encountered in the field generally consisted of 0.5 to 2.0 feet of silty sand with up to 20% non-plastic to low plasticity fines on top of 1 to 2.5 feet of clayey sand. The clayey sand is highly variable ranging from one-foot thick with 30 to 40 percent medium plastic fines to 2 to 2.5 feet thick with 38 percent low to medium plastic fines. The clayey sand grades to a silty, clayey sand with up to 25% low plasticity fines. This soil is generally moderately cemented and locally strongly cemented with gravel sized sand concretions.

Ground water was not encountered during exploration and is expected to lie at a depth well below that which would affect construction.

GEOLOGIC HAZARDS

Seismicity

Much of the Western United States is a region of moderate to intense seismicity related to movement of crustal masses (plate tectonics). By far, the most active regions, outside of Alaska, are in the vicinity of the San Andreas Fault system of western California. Other seismically active areas include the Wasatch Front in Salt Lake City, Utah, which forms the eastern boundary of the Basin and Range physiographic province, and the eastern front of the Sierra Nevada Mountains, which is the western margin of the province. The Carson City area lies along the eastern base of the Sierra Nevada, within the western extreme of the Basin and Range.

The Carson City area lies within an area with a potential for earthquake shaking. Seismicity within the Carson City area is considered about average for the western Basin and Range Province (Ryall and Douglas, 1976). It is generally accepted that a maximum credible earthquake in this area would be in the range of magnitude 7 to 7.5 along the frontal fault system of the Eastern Sierra Nevada. The most active segment of this fault system in the Carson City area is located at the base of the mountains approximately 3 miles west of the site. The published earthquake hazards map (Trexler and Bell, 1979) shows the main frontal fault system as a series of northeast

trending normal faults. The age of the last major event along this fault system has been estimated at less than 300 years.

Faults

The published geologic hazards map (Trexler and Bell, 1979) shows several early to mid-Pleistocene and Holocene faults approximately 1000 feet east and south of the site. The Nevada Earthquake Safety Council (Nevada Bureau of Mines and Geology, 1998) has developed and adopted the criteria for evaluation of Quaternary earthquake faults, defining active faults as those with evidence of displacement within the past 10,000 years (Holocene time). Those faults with evidence of displacement during Pleistocene time (10,000 to 2,000,000 years before present) can be active, potentially active or inactive. Based on the geologic map, the faults nearest the project are considered only potentially active. Recurrence intervals for Nevada earthquakes along faults that have been studied are estimated to be in the range of 6,000 to 18,000 years in western Nevada (Bell, 1984). The very active eastern boundary faults of the Sierra Nevada Mountains may have a shorter recurrence interval of 1,000 to 2,000 years. Since no faults are mapped on the property or were encountered during exploration, no further fault investigation is necessary.

Ground Motion and Liquefaction

Mapping by the U. S. Geological Survey (1996) indicates that there is a 10 percent probability that a *bedrock* ground acceleration of 0.3 g to 0.4 g will be exceeded in any 50 year interval. Only localized amplification of ground motion would be expected during an earthquake. Because the site area is underlain by dense granular soils, liquefaction potential is minimal.

Flood Plains

The Federal Emergency Management Agency (FEMA) has identified the site as lying in unshaded Zone X, or outside the limits of a 500-year flood plain (FEMA, 1986).

Other Geologic Hazards

A severe potential for dust generation is present if grading is performed in dry weather. No other geologic hazards were identified.

DISCUSSION AND RECOMMENDATIONS

General Information

Soils on this site are generally granular with the exception of a layer of clayey sand that lies just below the surface. This layer varies in thickness from about 1 to 2.5 feet and also varies in its plasticity and percentage of fines (silt and clay sized particles passing the No. 200 sieve). Consequently, this soil also varies from minimal to moderate expansive potential. Since the location, depth and thickness of the more expansive clayey sands cannot be adequately delineated during mass grading, over-excavation, reworking and replacement is recommended in footing and floor slab areas.

The recommendations provided herein, and particularly under **Site Preparation, Grading and Filling, Foundation Design, Site Drainage and Quality Control**, are intended to minimize risks of structural distress related to consolidation or expansion of native soils and/or structural fills. These recommendations, along with proper design and construction of the structure and associated improvements, work together as a system to improve overall performance. If any aspect of this system is ignored or poorly implemented, the performance of the project will suffer. Sufficient quality control should be performed to verify that the recommendations presented in this report are followed.

Structural areas referred to in this report include all areas of buildings, concrete slabs, asphalt pavements, as well as pads for any minor structures. All compaction requirements presented in this report are relative to ASTM D 1557. For the purposes of this project:

- Fine-grained soils are defined as those with more than 40 percent by weight passing the number 200 sieve, and a plastic index lower than 15.
- Clay soils are defined as those with more than 30 percent passing the number 200 sieve, and a plastic index greater than 15.
- Granular soils are those not defined by the above criteria.

Any evaluation of the site for the presence of surface or subsurface hazardous substances is beyond the scope of this investigation. When suspected hazardous substances are encountered during routine geotechnical investigations, they are noted in the exploration logs and immediately reported to the client. No such substances were revealed during our exploration.

The test pits were excavated by backhoe at the approximate locations shown on the site plan. Locations were determined in the field by approximate means. All test pits were backfilled upon completion of the field portion of our study. The backfill was compacted to the extent possible with equipment on hand. However, the backfill was not compacted to the requirements presented herein under **Grading and Filling**. If structures, concrete flatwork, pavement, utilities or other improvements are to be located in the vicinity of any of the test pits, the backfill should be removed and recompactd in accordance with the requirements contained in the soils report. Failure to properly compact backfill could result in excessive settlement of improvements located over test pits.

Seismic Design Criteria

Seismic design criteria for the 2003 *International Residential Code* (ICC, 2003), adopted by Carson City, are presented below:

TABLE 1 - SEISMIC DESIGN CRITERIA USING 2003 INTERNATIONAL RESIDENTIAL CODE	
Latitude	39.6105
Longitude	-119.8531
Spectral Response at Short Periods, S_s , percent of gravity*	140.7
Site Class*	D
Soil Factor for Site Class D*	1.00
Residential Site Value, percent of gravity*	93.8
Residential Seismic Design Category*	D2
*Leyendecker et al., 2001	

Site Preparation

All vegetation should be stripped and grubbed from structural areas and removed from the site. A stripping depth of 0.2 to 0.3 feet is generally anticipated, deeper to remove roots of large brush.

Existing structures, including any foundations, underground fuel tanks, septic tanks, leach fields, etc., must be removed from structural areas. In the event that the existing house includes a basement, the geotechnical engineer must be contacted to provide special recommendations for backfill.

Trees and associated roots greater than one-half inch in diameter should be removed, where necessary, to a minimum depth of 12 inches below finished grade. Large roots (greater than 6 inches in diameter), should be removed to the maximum depth possible. Resulting excavations

should be backfilled with structural fill compacted to 90 percent relative compaction.

The site is underlain at shallow but variable depth by clay soils (as defined under **General Information**) that also vary unpredictably in their potential for shrink-swell movements, primarily expansion. With the information available at this time, it is our recommendation that the native soils be over-excavated to 2 feet below footing grade, floor slab and driveway subgrade. The over-excavated surface should be moisture conditioned to 2 to 4 percent over optimum moisture. The native materials should be mixed and blended and then moisture conditioned to at least optimum prior to replacement into the over-excavations as structural fill. In lieu of blending, replacement with impacted structural fill is also an alternate. Where footing grade lies at least 1.5 feet above natural ground elevation, no over-excavation and replacement is necessary for footings or floor slabs. At lesser heights above existing grade, the required over-excavation is simply 2 feet minus the separation between bottom of footing and natural grade. Over-excavation requirements should be verified by potholing each building area during grading.

Clay soils to be left in place in streets and other structural areas should be moisture conditioned to 2 to 4 percent over optimum for a minimum depth of 12 inches. This moisture level will significantly decrease the magnitude of potential shrink-swell movements. The high moisture content should be maintained by periodic surface wetting, or other methods, until the surface is covered by at least one lift of fill, placement of aggregate base or concrete slabs/footings.

All areas to receive structural fill or structural loading should be densified to, at least, 90 percent relative compaction. In all cases, the final surface should be smooth, firm, and exhibit no signs of deflection.

If wet weather construction is anticipated, surface soils may be well above optimum moisture and impossible to compact. In some situations, moisture conditioning may be possible by scarifying the top 12 inches of subgrade and allowing it to air dry to near-optimum moisture, prior to compaction. Where this procedure is ineffective or where construction schedules preclude delays, mechanical stabilization will be necessary. Mechanical stabilization may be achieved by over-excavation and/or placement of an initial 12- to 18-inch-thick lift of 12-inch-minus, 3-inch-plus, well graded, angular rock fill. The more angular and well graded the rock is, the more effective it will be. This fill should be densified with large equipment, such as a self-propelled sheeps-foot or a large loader, until no further deflection is noted. Additional lifts of rock may be necessary to achieve adequate stability. The use of a geotextile will prevent mud from pumping up between the rocks, thereby increasing rock-to-rock contact and decreasing the required thickness of stabilizing fill. The geotextile should meet or exceed the following minimum properties.

PLATES



LOG OF TEST PIT TP-01

 Date Excavated: 5/24/2006

 Logged by: ARD

 Equipment: Cat 446 B Backhoe

 Surface Elevation (ft) NA

SAMPLE NUMBER	SAMPLE	POCKET PEN. (tsf)	MOISTURE (%)	PI	DEPTH (feet)	GRAPHIC LOG	Depth to Ground Water: NE Comments: MATERIAL DESCRIPTION
A			25.7	NP	5	SM SC	0.0' - 1.0': SILTY SAND Brown, slightly moist, medium dense, with an estimated 15 to 20% non-plastic to low plasticity fines, 80 to 85% fine to coarse sand, and trace fine gravel; minor grass roots common. 1.0' - 2.0': CLAYEY SAND Orange-brown, moist, dense, to very dense, with an estimated 30 to 35% medium plasticity fines, 65 to 70% fine to coarse sand and trace fine gravel; moderately to strongly cemented. 2.0' - 12.0': POORLY GRADED SAND WITH SILT Brown, moist to very moist, dense to very dense, with 12% non-plastic fines, 81% fine to coarse sand, and 7% fine to coarse gravel; moderately cemented; locally strongly cemented with gravel sized sand concretions.
B						SP-SM	


LOG OF TEST PIT TP-02

 Date Excavated: 5/24/2006

 Logged by: ARD

 Equipment: Cat 446 B Backhoe

 Surface Elevation (ft) NA

SAMPLE NUMBER	SAMPLE	POCKET PEN. (tsf)	MOISTURE (%)	PI	DEPTH (feet)	GRAPHIC LOG	Depth to Ground Water: NE Comments: MATERIAL DESCRIPTION
BULK					5	SM SC	0.0' - 1.0': SILTY SAND Brown, slightly moist, medium dense, with an estimated 15 to 20% non-plastic to low plasticity fines, 80 to 85% fine to coarse sand, and trace fine gravel; minor grass roots common. 1.0' - 3.0': CLAYEY SAND Orange-brown, moist, dense, to very dense, with an estimated 30 to 35% medium plasticity fines, 65 to 70% fine to coarse sand and trace fine gravel; weakly to moderately cemented. 3.0' - 12.0': SILTY, CLAYEY SAND Brown, moist to very moist, very dense, with an estimated 20 to 25% low plasticity fines and 75 to 80% fine to coarse; trace fine to coarse gravel; strongly cemented with gravel sized sand concretions.
					10	SC-SM	

BEC-TP1 0952011.GPJ LACNNR7.GDT 6/16/2006



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ASCEND 2006, LLC.
 APN 008-192-69
 Carson City, Nevada 0952-01-1 Plate 2a

LOG OF TEST PIT TP-03

 Date Excavated: 5/24/2006

 Logged by: ARD

 Equipment: Cat 446 B Backhoe

 Surface Elevation (ft) NA

SAMPLE NUMBER	SAMPLE	POCKET PEN. (tsf)	MOISTURE (%)	PI	DEPTH (feet)	GRAPHIC LOG	Depth to Ground Water: NE Comments: MATERIAL DESCRIPTION
A			13.1	19		SM	0.0' - 1.0': SILTY SAND Brown, slightly moist, medium dense, with an estimated 15 to 20% non-plastic to low plasticity fines, 80 to 85% fine to coarse sand, and trace fine gravel; minor grass roots common. 1.0' - 2.0': CLAYEY SAND Brown, moist, medium dense to dense, with 40% medium plasticity fines, 60% fine to coarse sand and trace fine gravel. 2.0' - 4.0': WELL GRADED SAND WITH SILT Yellow-orange-brown, moist, dense, with 11% low plasticity fines, 81% fine to coarse sand, and 8% fine gravel; strongly cemented with abundant gravel sized sand concretions. 4.0' - 12.0': SILTY, CLAYEY SAND Orange-brown, moist, dense to very dense, with an estimated 20 to 30% low plasticity fines, 70 to 80% fine to coarse sand and trace fine gravel. Moderately cemented and locally strongly cemented with common gravel size sand concretions.
B			21.4	7		SC	
C					5	SW-SM	
					10	SC-SM	

LOG OF TEST PIT TP-04

 Date Excavated: 5/25/2006

 Logged by: ARD

 Equipment: Cat 446 B Backhoe

 Surface Elevation (ft) NA

SAMPLE NUMBER	SAMPLE	POCKET PEN. (tsf)	MOISTURE (%)	PI	DEPTH (feet)	GRAPHIC LOG	Depth to Ground Water: NE Comments: MATERIAL DESCRIPTION
A			17.0	12		SM	0.0' - 2.0': SILTY SAND Brown, slightly moist, medium dense, with an estimated 15 to 20% non-plastic to low plasticity fines, 80 to 85% fine to coarse sand, and trace fine gravel; roots common. 2.0' - 4.0': CLAYEY SAND Orange-brown to yellow-brown, moist, medium dense to dense, with 37% medium plasticity fines and 63% fine to medium sand; trace fine gravel. 4.0' - 12.0': SILTY, CLAYEY SAND Brown to orange-brown, moist, very dense, with an estimated 20 to 30% variable low plasticity fines, and 70 to 80% fine to medium sand. Moderately cemented and locally strongly cemented with common white calcium carbonate veins and gravel sized sand concretions.
B					5	SC	
					10	SC-SM	

BEC-TP1_0952011.GPJ LAGNNIN07.GDT 05/16/2006


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ASCEND 2006, LLC.
 APN 008-192-69
 Carson City, Nevada 0952-01-1 Plate 2b




LOG OF TEST PIT TP-05

Date Excavated: 5/25/2006

Logged by: ARD

Equipment: Cat 446 B Backhoe

Surface Elevation (ft) NA

SAMPLE NUMBER	SAMPLE	POCKET PEN. (tsf)	MOISTURE (%)	PI	DEPTH (feet)	GRAPHIC LOG	Depth to Ground Water: NE Comments: MATERIAL DESCRIPTION
A			12.0	20		SM	0.0' - 0.5': SILTY SAND Brown, slightly moist, medium dense, with an estimated 15 to 20% non-plastic to low plasticity fines, 80 to 85% fine to coarse sand, and trace fine gravel; roots common.
B					5	SC	0.5' - 3.0': CLAYEY SAND Brown to orange-brown, moist, dense, with 38% medium plasticity fines (somewhat variable), 52% fine to coarse sand, and 10% fine gravel.
C						SC-SM	3.0' - 5.0': SILTY, CLAYEY SAND Yellow and cream-brown, moist, very dense, with an estimated 20 to 25% low plasticity fines, 60 to 65% fine to coarse sand, and 10 to 20% fine to coarse gravel; moderately cemented and locally strongly cemented with common white calcium carbonate veins and abundant gravel sized sand concretions.
					10	SM	5.0' - 12.0': SILTY SAND Yellow-green brown, moist, dense to very dense, with an estimated 15 to 20% low plasticity fines, and 80 to 85% fine to coarse sand; moderately cemented with trace fine gravel.

REC-TP1_09&2011.SP.J. LAGNN07.GDT 6/16/2006



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ASCEND 2006, LLC.
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Carson City, Nevada 0952-01-1 Plate 2c

SOIL CLASSIFICATION CHART

EXPLORATION SAMPLE TERMINOLOGY

MAJOR DIVISIONS			SYMBOLS		TYPICAL
			GRAPH	LETTER	DESCRIPTIONS
COARSE GRAINED SOILS MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES
	SAND AND SANDY SOILS MORE THAN 50% OF COARSE FRACTION PASSING NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
				SM	SILTY SANDS, SAND-SILT MIXTURES
				SC	CLAYEY SANDS, SAND-CLAY MIXTURES
FINE GRAINED SOILS MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50			ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR FAT-MICACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
		OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS		
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS
FILL MATERIAL				--	FILL MATERIAL, NON-NATIVE

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS.

Sample Type	Sample Symbol	Sample Code
Auger Cuttings		Auger
Bulk (Grab) Sample		Grab
Modified California Sampler		MC
Shelby Tube		SH or ST
Standard Penetration Test		SPT
Split Spoon		SS
No Sample		

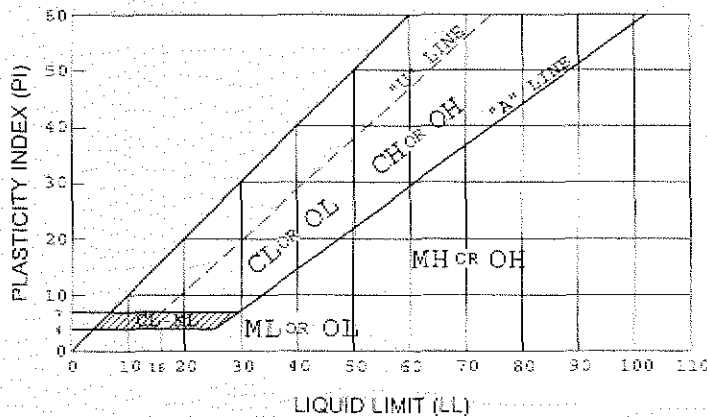
GRAIN SIZE TERMINOLOGY

Component of Sample	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 2mm)
Sand	# 4 to #200 sieve (2mm to 0.074mm)
Silt or Clay	Passing #200 sieve (0.074mm)

RELATIVE DENSITY OF GRANULAR SOILS

N - Blows/ft	Relative Density
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
greater than 50	Very Dense

PLASTICITY CHART



FOR CLASSIFICATION OF FINE-GRAINED SOILS AND FINE-GRAINED FRACTION OF COARSE-GRAINED SOILS

CONSISTENCY OF COHESIVE SOILS

Unconfined Compressive Strength, psf	N - Blows/ft	Consistency
less than 500	0 - 1	Very Soft
500 - 1,000	2 - 4	Soft
1,000 - 2,000	5 - 8	Firm
2,000 - 4,000	9 - 15	Stiff
4,000 - 8,000	16 - 30	Very Stiff
8,000 - 16,000	31 - 60	Hard
greater than 16,000	greater than 60	Very Hard



Black Eagle Consulting, Inc.
1345 Capital Blvd., Suite A
Reno, Nevada 89502-7140
Telephone: (775) 359-6600
Fax: (775) 359-7766

USCS Soil Classification Chart

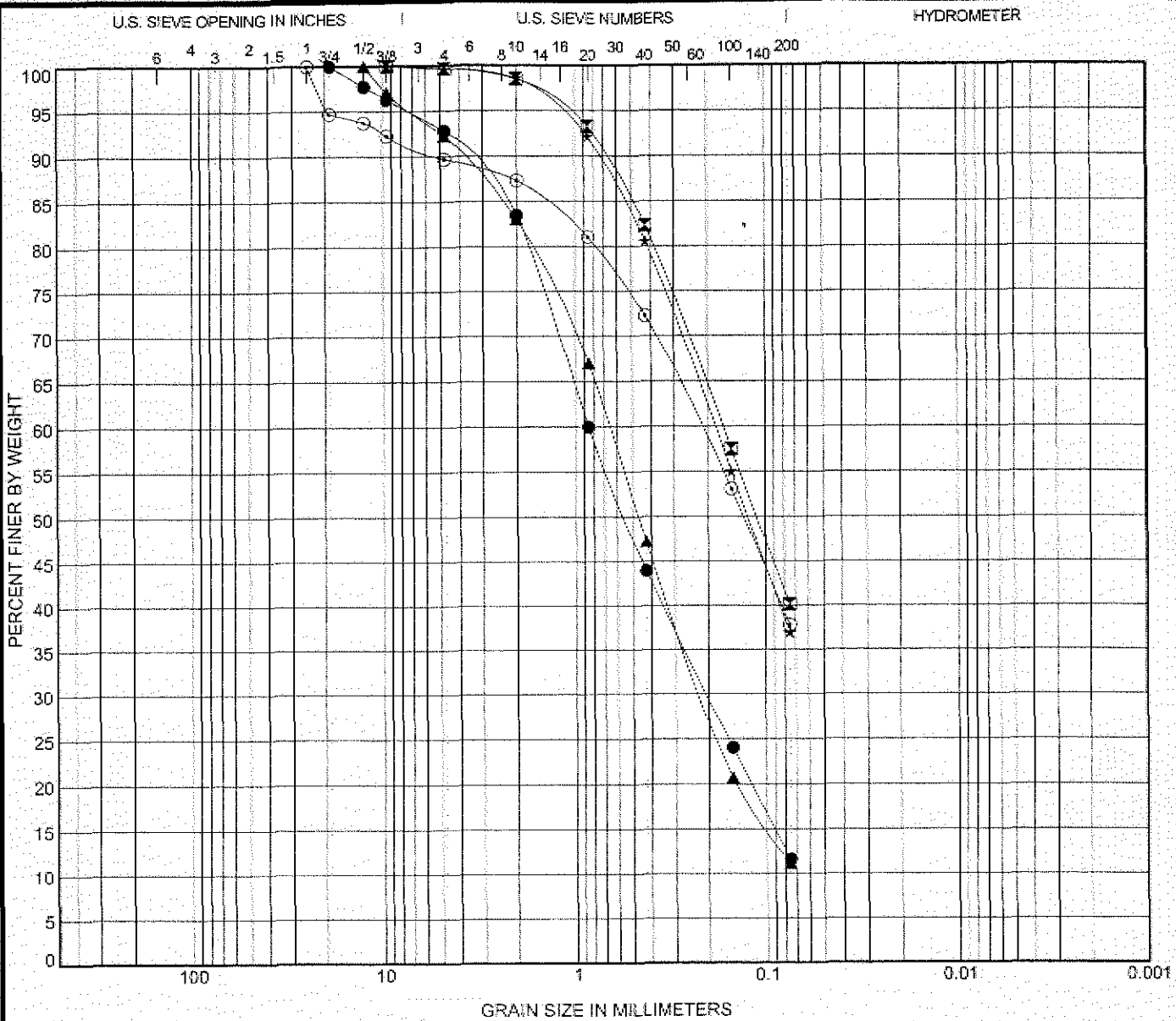
Project: APN 008-192-69

Location: Carson City, Nevada

Project Number: 0952-01-1

Plate Number:

3



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	USCS Classification	LL	PL	PI	Cc	Cu
● TP-01 2.0'	POORLY GRADED SAND with SILT (SP-SM)	NP	NP	NP	0.72	12.42
⊠ TP-03 1.0'	CLAYEY SAND (SC)	37	18	19		
▲ TP-03 2.0'	WELL-GRADED SAND with SILT (SW-SM)	41	34	7	1.01	9.62
★ TP-04 2.0'	CLAYEY SAND (SC)	27	15	12		
⊙ TP-05 0.5'	CLAYEY SAND (SC)	37	17	20		

Specimen Identification	D100	D60	D30	D10	MC %	%Gravel	%Sand	%Silt	%Clay
● TP-01 2.0'	19	0.851	0.205		25.7	7.2	81.2		11.6
⊠ TP-03 1.0'	9.5	0.167			13.1	0.3	59.6		40.1
▲ TP-03 2.0'	12.5	0.665	0.216		21.4	7.8	81.1		11.1
★ TP-04 2.0'	9.5	0.184			17.0	0.4	62.7		37.0
⊙ TP-05 0.5'	25	0.218			12.0	10.3	51.9		37.8

GRAIN SIZE DISTRIBUTION

Black Eagle Consulting, Inc.
 1345 Capital Blvd., Suite A
 Reno, Nevada 89502-7140
 Telephone: (775) 359-6600
 Fax: (775) 359-7766

Project: APN 008-192-69
 Location: Carson City, Nevada
 Project Number: 0952-01-1 Plate Number: 4a

U.S. GRAIN SIZE 0952011.GPJ US LAB.GDT 5/14/2005



CONCEPTUAL DRAINAGE STUDY

FOR

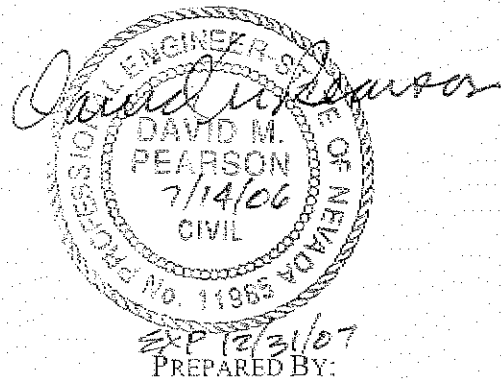
NEWPORT VILLAGE

A PLANNED UNIT DEVELOPMENT

PREPARED FOR:

ASCEND 2006, LLC

512 N. DIVISION STREET
CARSON CITY, NV 89703



Quad Knopf

9600 Prototype Ct.
Reno, NV 89523
Phone (775) 324-1212
Fax (775) 324-2311

JULY 2006

CONCEPTUAL DRAINAGE STUDY NEWPORT VILLAGE P.U.D.

CARSON CITY, NEVADA

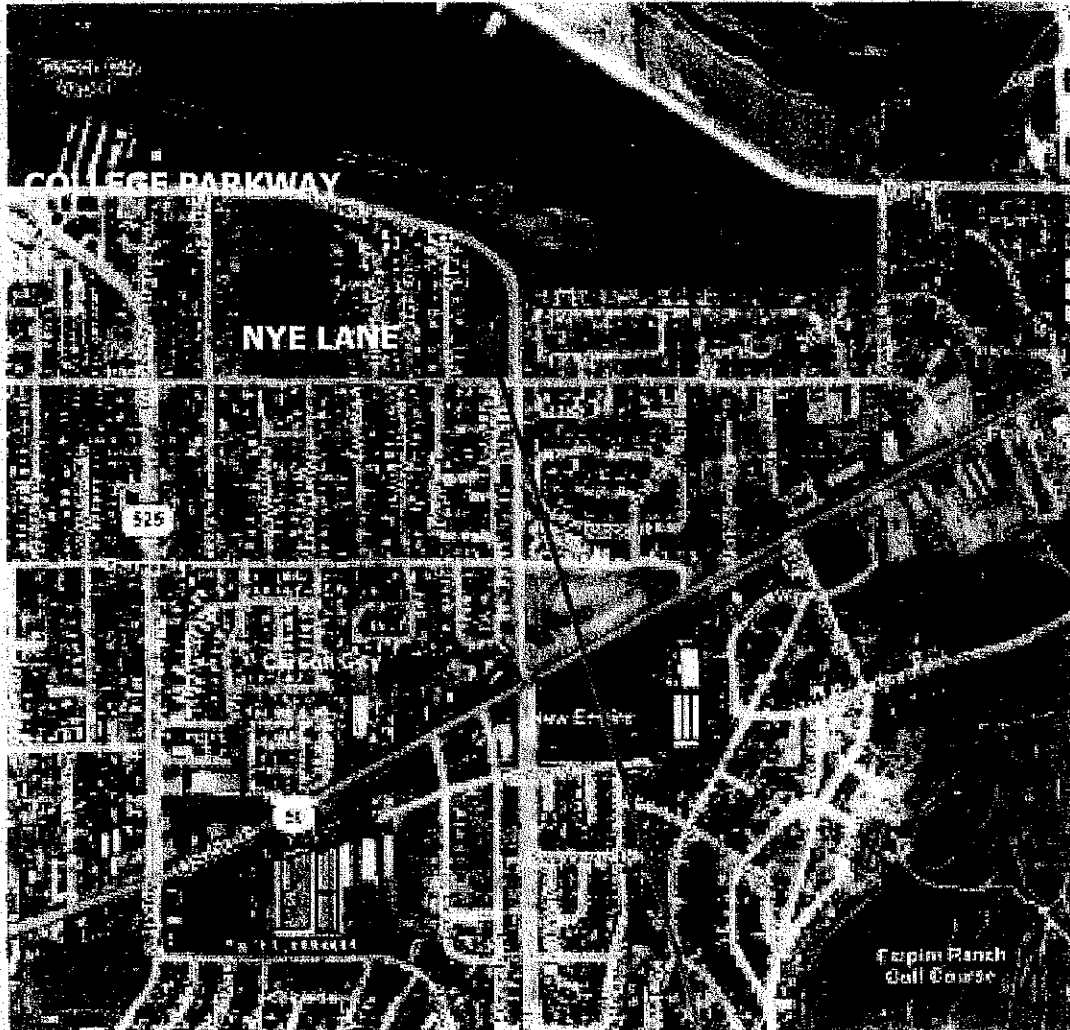
JULY 2006

1.0 Introduction

The Newport Village Planned Unit Development is proposed to include 43 single-family residential units. The project is located at the intersection of Nye Lane and College Parkway in Carson City, Nevada (Figure 1). The property is ± 5.40 acres, a minimum of 30% of which will be landscaped and natural open space. The property is listed as being in unshaded Zone X and lies outside of the 500-year floodplain as shown in FEMA Flood Insurance Rate Map (FIRM) Panel 320001 0040B (Appendix A).

This report analyzes the site under the 5-year and 100-year, 24-hour storm events. Stormdrain infrastructure will be designed to accommodate the 5-year flow.

Figure 1. Vicinity Map
Newport Village
3860 E. Nye Lane
(APN 008-192-69)



Project Site
Size = ±5.4 Acres
Present Zoning = MH-12

2.0 Existing Conditions

Currently there is one existing residence on the property, which will be removed. The majority of the property drains south-southwest onto Nye Lane. The remainder drains onto College Parkway.

3.0 Proposed Development

Figure 2 shows the watershed delineation for the proposed development. The property will be graded such that the major drainage collection point is at the southwest property corner. Stormdrain infrastructure is sized to accommodate 5-year storm flow. Increases in the 5-year storm runoff will be mitigated using a detention/retention pond with a volume of approximately 1,500 cubic feet, as later shown in section 5.3.

4.0 Methodology

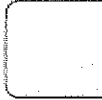
As the Newport Village residential development is less than 100 acres, the rational method ($Q=CIA$) is suitable for calculating runoff in accordance with the Carson City Municipal Code & Development Standards. Pipes will be designed to accommodate the 5-year, 24-hour storm. Increases in runoff due to development will be detained onsite at the southwest corner of the property (near Nye Lane). Detention volume is determined by the difference in the pre-development and proposed development runoff volumes during the 5-year, 1-hour storm.

The runoff coefficient (C) used for the predevelopment condition was 0.35. The C coefficient chosen for the proposed development was 0.50.

Precipitation intensity values (I) are from NOAA Atlas 14 (2003). This is the most current data, available at: http://hdsc.nws.noaa.gov/hdsc/pfds/sa/nv_pfds.html (copied in Appendix A). Table 1 and Figure 3 show the rainfall intensity relationship per time as developed for the 5-year and 100-year storms. The lag time was conservatively assumed to be ten minutes.

Watershed area (A) was measured from the grading plans using AutoCAD. The majority of the site will be drained to the southwest side of the property at Nye Lane, similar to existing conditions.

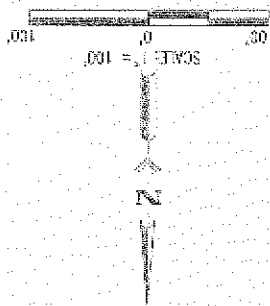
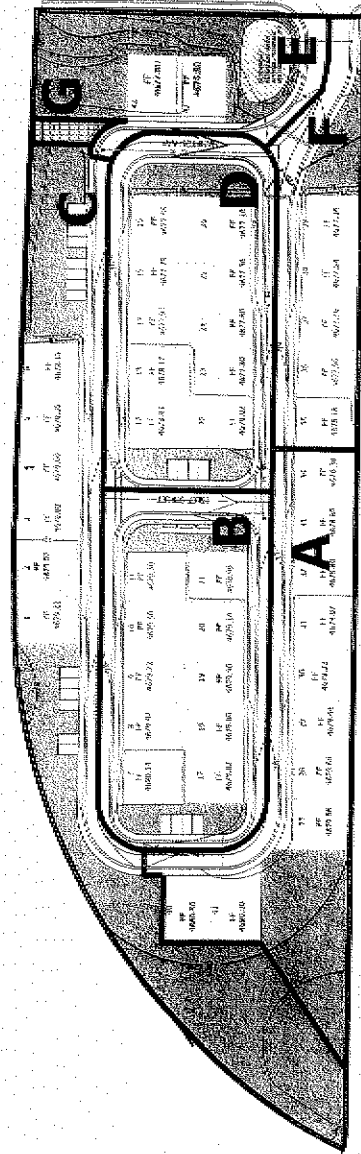
DATE	DESCRIPTION



QUAD KNOPF
 1100 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 (954) 561-1100
 FAX (954) 561-1101
 www.quadknopf.com

ASCEND 2008, LLC
 1100 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 (954) 561-1100
 FAX (954) 561-1101
 www.ascend2008.com

SHEET NO. 1
 OF 1
 DATE: 08/15/08
 PROJECT: ASCEND 2008, LLC
 DRAWN BY: [Name]
 CHECKED BY: [Name]



EROSION CONTROL NOTE: Traditional Best Management Practices (BMPs) will be used. A detailed Erosion Control Plan will be developed during construction design.

——— WATERSHED BOUNDARY

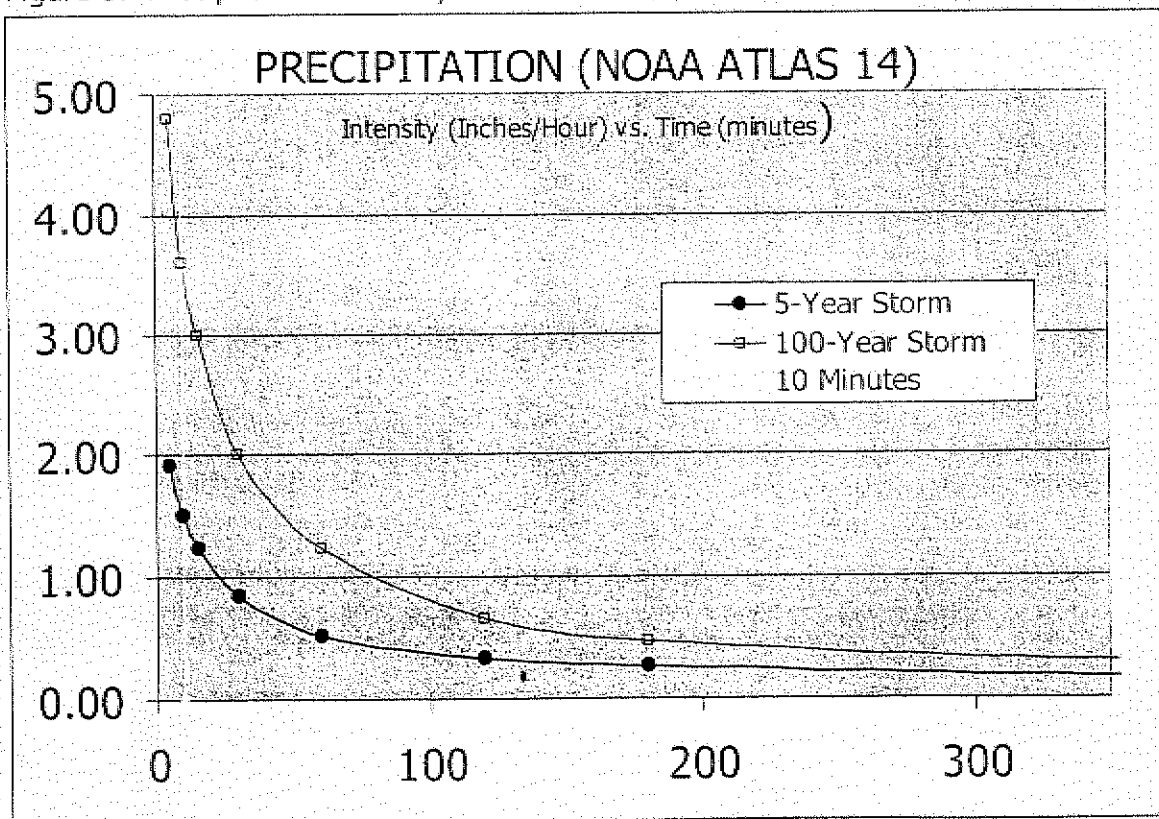
Table 1. Precipitation Intensity

5-Year Storm Event		
Time	Total Precipitation	Intensity
(minutes)	(inches)	(inches/hour)
5	0.16	1.92
10	0.25	1.50
15	0.31	1.24
30	0.42	0.84
60	0.52	0.52
120	0.66	0.33
180	0.78	0.26
360	1.07	0.18
720	1.45	0.12
1440	1.85	0.08
2880	2.22	0.05

100-Year Storm Event		
Time	Total Precipitation	Intensity
(minutes)	(inches)	(inches/hour)
5	0.4	4.80
10	0.6	3.60
15	0.75	3.00
30	1	2.00
60	1.24	1.24
120	1.33	0.67
180	1.42	0.47
360	1.81	0.30
720	2.48	0.21
1440	3.29	0.14
2880	4.01	0.08

Data from: http://hdsc.nws.noaa.gov/hdsc/pfds/sa/nv_pfds.html

Figure 3. Precipitation Intensity



5.0 Hydrologic Results & Mitigation

5.1 Peak Runoff - Existing Conditions

Table 2 summarizes the hydrologic results for the existing condition.

Table 2. Existing Hydrologic Conditions

Watershed	C	$I_{5\text{-Year, 24-Hour}}$ (inches/hour)	$I_{100\text{-Year, 24-Hour}}$ (inches/hour)	Area (acres)	Q_5 (cfs)	Q_{100} (cfs)
Existing Condition	0.35	1.50	3.60	5.397	2.8	6.8

5.2 Peak Runoff - Proposed Conditions

Table 3 summarizes the hydrologic results for the developed condition. Note that only watershed G drains east on to College Parkway; the rest concentrates at the detention/retention pond on the southwest side of the property.

Table 3. Developed Hydrologic Conditions

Watershed	C	I_{10} (inches/hour)	I_{100} (inches/hour)	Area (acres)	Q_{10} (cfs)	Q_{100} (cfs)
A	0.50	1.50	3.60	0.943	0.7	1.7
B	0.50	1.50	3.60	0.984	0.7	1.8
C	0.50	1.50	3.60	1.382	1.0	2.5
D	0.50	1.50	3.60	0.972	0.7	1.8
E	0.50	1.50	3.60	0.562	0.4	1.0
F	0.50	1.50	3.60	0.526	0.4	0.9
G	0.50	1.50	3.60	0.027	0.02	0.05

5.3 Mitigating the Increase in Runoff Due to Development

Table 4 below shows the calculation for the volume of runoff generated during the 5-year, 1-hour storm. The difference between the total volume in the proposed condition and the existing condition (1541 cubic feet) will be detained/retained onsite.

Table 4. Volume of Runoff Generated during the 5-Year, 1-Hour Storm

PROPOSED CONDITIONS				
Watershed	C	I _{5-year, 1-Hour} (inches/hour)	Area (acres)	Volume _{5-Year, 1-Hour} (feet ³)
A	0.50	0.52	0.94	897 feet ³
B	0.50	0.52	0.98	936 feet ³
C	0.50	0.52	1.38	1,315 feet ³
D	0.50	0.52	0.97	925 feet ³
E	0.50	0.52	0.56	535 feet ³
F	0.50	0.52	0.53	501 feet ³
G	0.50	0.52	0.03	26 feet ³
			<i>Total:</i>	5,136 feet ³
				190 yards ³
EXISTING CONDITIONS				
PreDev	0.35	0.52	5.40	3,595 feet ³
				133 yards ³
DETENTION VOLUME PROPOSED				
<i>Difference Between Pre- & Post-developed Conditions:</i>				1,541 feet³
				57 yards ³

5.4 Erosion Control Plan

Traditional Best Management Practices (BMPs) will be used during construction. A detailed Erosion Control Plan will be developed during final improvement design.

The Erosion Control Plan will include:

- Revegetation Plans
- Sedimentation Fencing
- Straw rolls surround the grates of all drop inlets
- Construction wash area near the main entrance

6.0 Conclusions

The drainage infrastructure proposed for Newport Village conforms to the Carson City Municipal Code & Development Standards. The 5-year runoff will be contained in an appropriately sized stormdrain system, while larger flows (up to the 100-year event) will be contained within the right-of-way. Increases in runoff for the 5-year storm event due to the proposed development will be detained/retained onsite.

7.0 References

Carson City, *Carson City Municipal Code & Development Standards*, 2006.

Washoe County, *Hydrologic Criteria & Drainage Design Manual*, December 1996.

APPENDIX A

SUPPORTING INFORMATION



POINT PRECIPITATION FREQUENCY ESTIMATES FROM NOAA ATLAS 14



Nevada 39.189075 N 119.7251583 W 4691 feet

from "Precipitation-Frequency Atlas of the United States" NOAA Atlas 14, Volume 1, Version 4

G.M. Bonnis, D. Martin, B. Liu, T. Parzybok, M. Yekta, and D. Riley

NOAA, National Weather Service, Silver Spring, Maryland, 2006

Extracted: Thu Jul 6 2006

Confidence Limits	Seasonality	Location Maps	Other Info	GIS data	Maps	Help	Docs	U.S. Map
-----------------------------------	-----------------------------	-------------------------------	----------------------------	--------------------------	----------------------	----------------------	----------------------	--------------------------

Precipitation Frequency Estimates (inches)

ARI* (years)	5	10	15	30	60	120	3	6	12	24	48	4	7	10	20	30	45	60
	min	min	min	min	min	min	hr	hr	hr	hr	hr	day	day	day	day	day	day	day
1	0.10	0.15	0.19	0.25	0.31	0.42	0.50	0.69	0.91	1.17	1.39	1.66	1.94	2.14	2.63	3.00	3.53	4.07
2	0.12	0.19	0.23	0.31	0.39	0.52	0.62	0.86	1.15	1.47	1.75	2.09	2.44	2.72	3.34	3.81	4.49	5.19
5	0.16	0.25	0.31	0.42	0.52	0.66	0.78	1.07	1.45	1.85	2.22	2.69	3.16	3.53	4.32	4.92	5.78	6.68
10	0.20	0.31	0.38	0.52	0.64	0.79	0.91	1.24	1.68	2.16	2.61	3.18	3.73	4.17	5.06	5.75	6.72	7.73
25	0.27	0.41	0.51	0.68	0.84	0.97	1.09	1.46	1.99	2.59	3.14	3.87	4.54	5.03	6.06	6.86	7.95	9.05
50	0.33	0.50	0.61	0.83	1.02	1.14	1.25	1.64	2.23	2.94	3.57	4.43	5.17	5.71	6.82	7.70	8.84	9.99
100	0.40	0.60	0.75	1.00	1.24	1.33	1.42	1.81	2.48	3.29	4.01	5.03	5.85	6.42	7.59	8.54	9.70	10.88
200	0.48	0.73	0.90	1.21	1.50	1.56	1.65	2.02	2.73	3.66	4.49	5.66	6.55	7.14	8.35	9.39	10.53	11.71
500	0.61	0.93	1.15	1.55	1.92	1.96	2.02	2.32	3.08	4.17	5.14	6.55	7.52	8.12	9.37	10.51	11.56	12.70
1000	0.73	1.11	1.38	1.85	2.29	2.33	2.36	2.58	3.34	4.57	5.65	7.27	8.30	8.89	10.13	11.35	12.28	13.35

[Text version of table](#)

* These precipitation frequency estimates are based on a partial duration series. ARI is the Average Recurrence Interval. Please refer to the documentation for more information. NOTE: Formatting forces estimates near zero to appear as zero.

PRECIPITATION INTENSITY

Site Location:

Latitude 39°11'20.67" 39.189075
 Longitude 119°43'30.57" -119.7251583

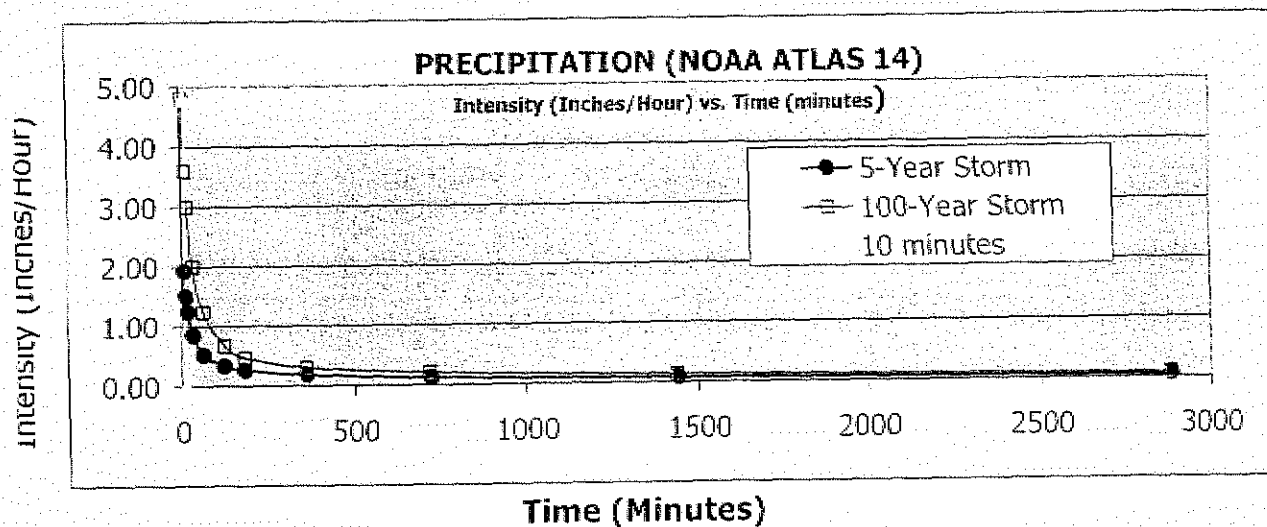
Precipitation data from:

http://hdsc.nws.noaa.gov/hdsc/pfds/sa/nv_pfds.html

Frequency	5-min	10-min	15-min	30-min	60-min	120-min	3-hr	6-hr	12-hr	24-hr	2-day
5-Year	0.16	0.25	0.31	0.42	0.52	0.66	0.78	1.07	1.45	1.85	2.22
100-Year	0.4	0.6	0.75	1	1.24	1.33	1.42	1.81	2.48	3.29	4.01

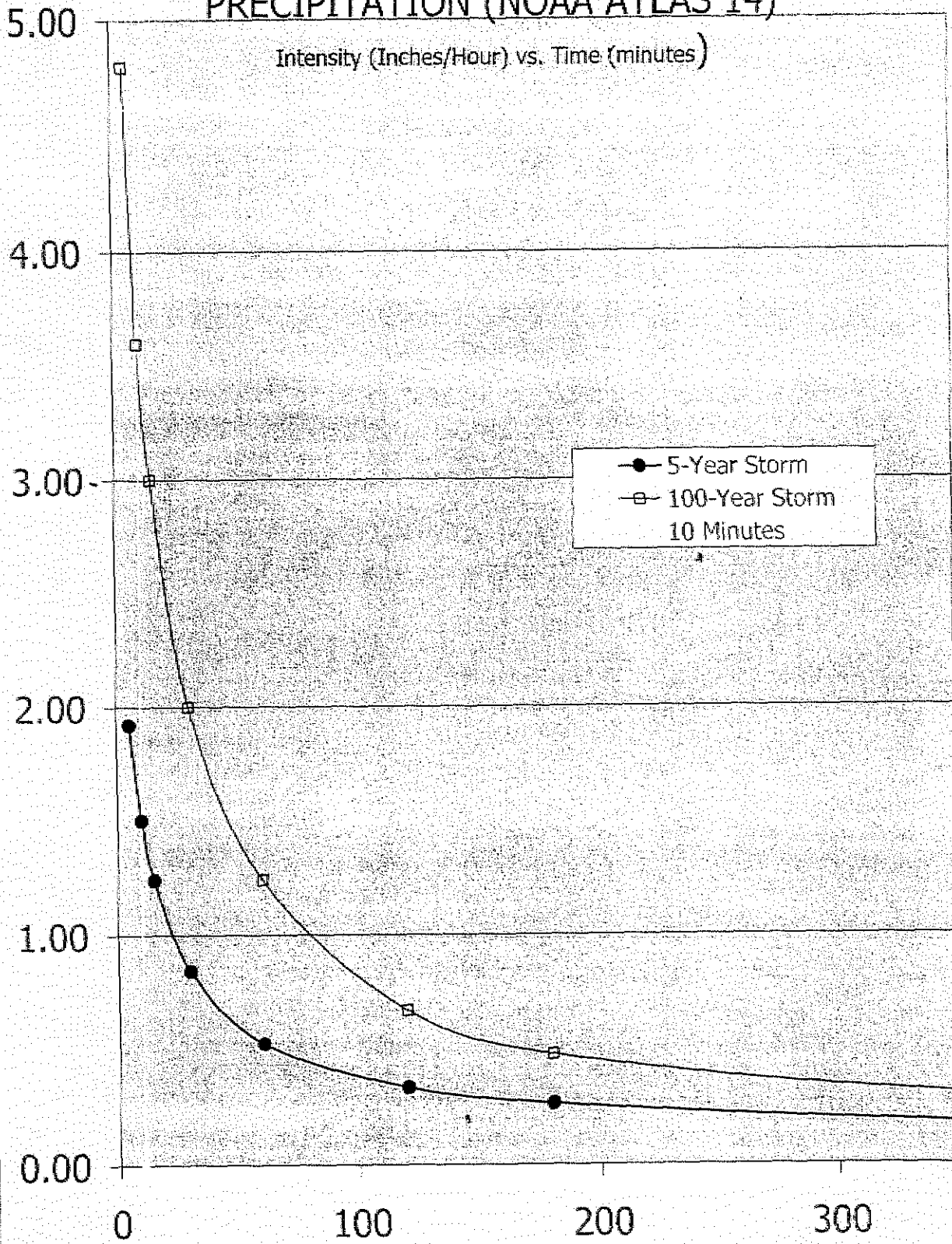
Time (minutes)	Total Precipitation (inches)	Intensity (inches/hour)
5	0.16	1.92
10	0.25	1.50
15	0.31	1.24
30	0.42	0.84
60	0.52	0.52
120	0.66	0.33
180	0.78	0.26
360	1.07	0.18
720	1.45	0.12
1440	1.85	0.08
2880	2.22	0.05

Time (minutes)	Total Precipitation (inches)	Intensity (inches/hour)
5	0.4	4.80
10	0.6	3.60
15	0.75	3.00
30	1	2.00
60	1.24	1.24
120	1.33	0.67
180	1.42	0.47
360	1.81	0.30
720	2.48	0.21
1440	3.29	0.14
2880	4.01	0.08



PRECIPITATION (NOAA ATLAS 14)

Intensity (Inches/Hour) vs. Time (minutes)





Quad Knopf

MEMO

To: Jeff Sharp, P.E., Carson City Development Services, Engineering Division

CC: Jennifer Pruitt, AICP, Carson City Development Services, Planning Division

From: Jeff Foster, AICP

Re: Nye Circle: Traffic Generation

Date: June 27, 2007

Based on Division 12 of the Carson City Development Standards, a traffic engineering/impact study is generally required when 1) a proposed development generates 80 or more peak hour trips as determined using ITE trip generation rates, or 2) when a proposed development generates 500 or more trips per day.

The Nye Circle planned unit development is proposed to include 34 single-family detached residential dwelling units. ITE provides peak hour trip generation rates for both the a.m. (7 to 9 a.m.) and p.m. (4 to 6 p.m.) peak hours. The a.m. peak hour trip generation rate is 0.75 trips per dwelling unit, while the p.m. peak hour trip generation rate is 1.01 trips per dwelling unit. Using the more conservative trip generation rate, the 34 units would generate approximately 35 peak hour trips, which is significantly less than the 80 peak hour trips threshold.

ITE also provides average daily trip (ADT) generation rates. For single-family detached residential dwelling units, the ADT generation rate is 9.57 trips per dwelling unit. With 34 units, the proposed project would generate approximately 326 trips per day, which is significantly less than the 500 trips per day threshold.

Based on the above analysis, it is my conclusion that a traffic engineering/impact study is not warranted at this time.

Land Use: 210

Single-Family Detached Housing

Description

Single-family detached housing includes all single-family detached homes on individual lots. A typical site surveyed is a suburban subdivision.

Additional Data

The number of vehicles and residents have a high correlation with average weekday vehicle trip ends. The use of these variables is limited, however, because the numbers of vehicles and residents was often difficult to obtain or predict. The number of dwelling units is generally used as the independent variable of choice because it is usually readily available, easy to project and has a high correlation with average weekday vehicle trip ends.

This land use included data from a wide variety of units with different sizes, price ranges, locations and ages. Consequently, there was a wide variation in trips generated within this category. As expected, dwelling units that were larger in size, more expensive, or farther away from the central business district (CBD) had a higher rate of trip-generation per unit than those smaller in size, less expensive, or closer to the CBD. Other factors, such as geographic location and type of adjacent and nearby development, may also have had an effect on the site trip generation.

Single-family detached units had the highest trip generation rate per dwelling unit of all residential uses, because they were the largest units in size and had more residents and more vehicles per unit than other residential land uses; they were generally located farther away from shopping centers, employment areas and other trip attractors than other residential land uses; and they generally had fewer alternate modes of transportation available, because they were typically not as concentrated as other residential land uses.

The peak hour of the generator typically coincided with the peak hour of the adjacent street traffic.

The sites were surveyed from the late 1960s to the 2000s throughout the United States and Canada.

Source Numbers

1, 4, 5, 6, 7, 8, 11, 12, 13, 14, 16, 19, 20, 21, 26, 34, 35, 36, 38, 40, 71, 72, 84, 91, 98, 100, 105, 108, 110, 114, 117, 119, 157, 167, 177, 187, 192, 207, 211, 246, 275, 283, 293, 300, 319, 320, 357, 384, 435, 550, 552, 579

Single-Family Detached Housing (210)

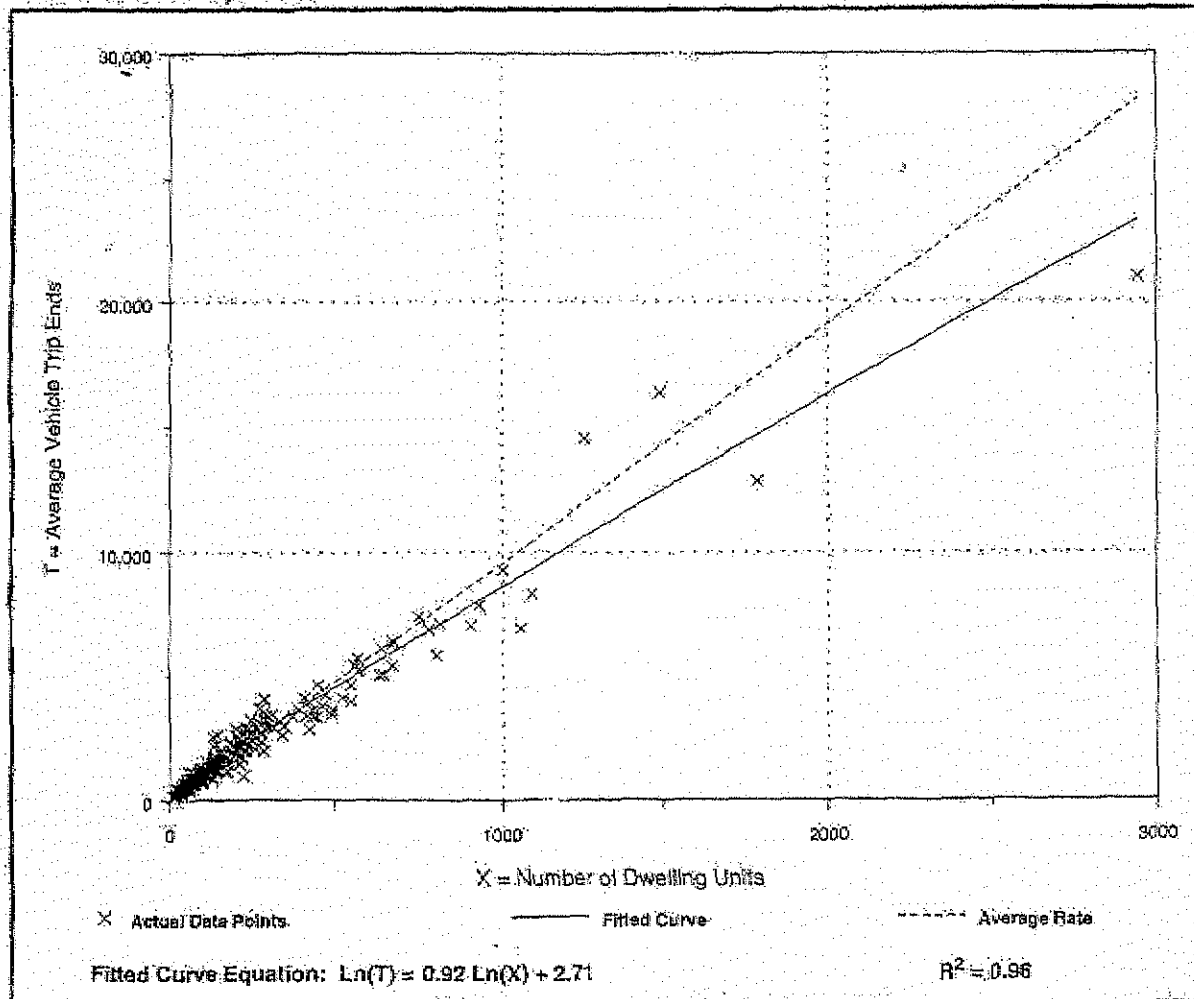
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Number of Studies: 350
Avg. Number of Dwelling Units: 197
Directional Distribution: 50% entering, 50% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.57	4.31 - 21.85	3.69

Data Plot and Equation



for 43 $e^{(0.92 \ln(43) + 2.71)} = 478$

Single-Family Detached Housing (210)

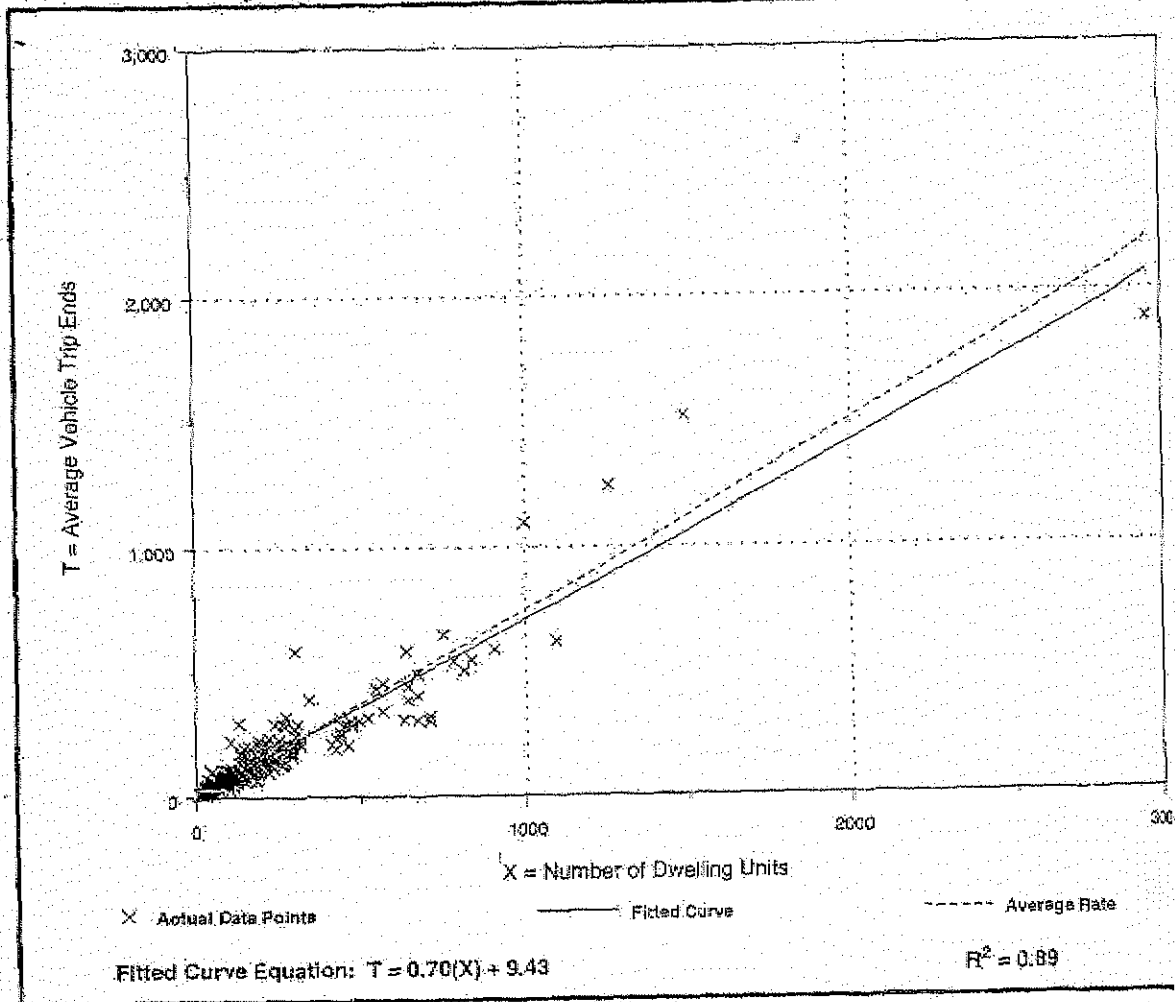
Average Vehicle Trip Ends vs: Dwelling Units
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.

Number of Studies: 274
 Avg. Number of Dwelling Units: 201
 Directional Distribution: 25% entering, 75% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.75	0.33 - 2.27	0.90

Data Plot and Equation



Single-Family Detached Housing (210)

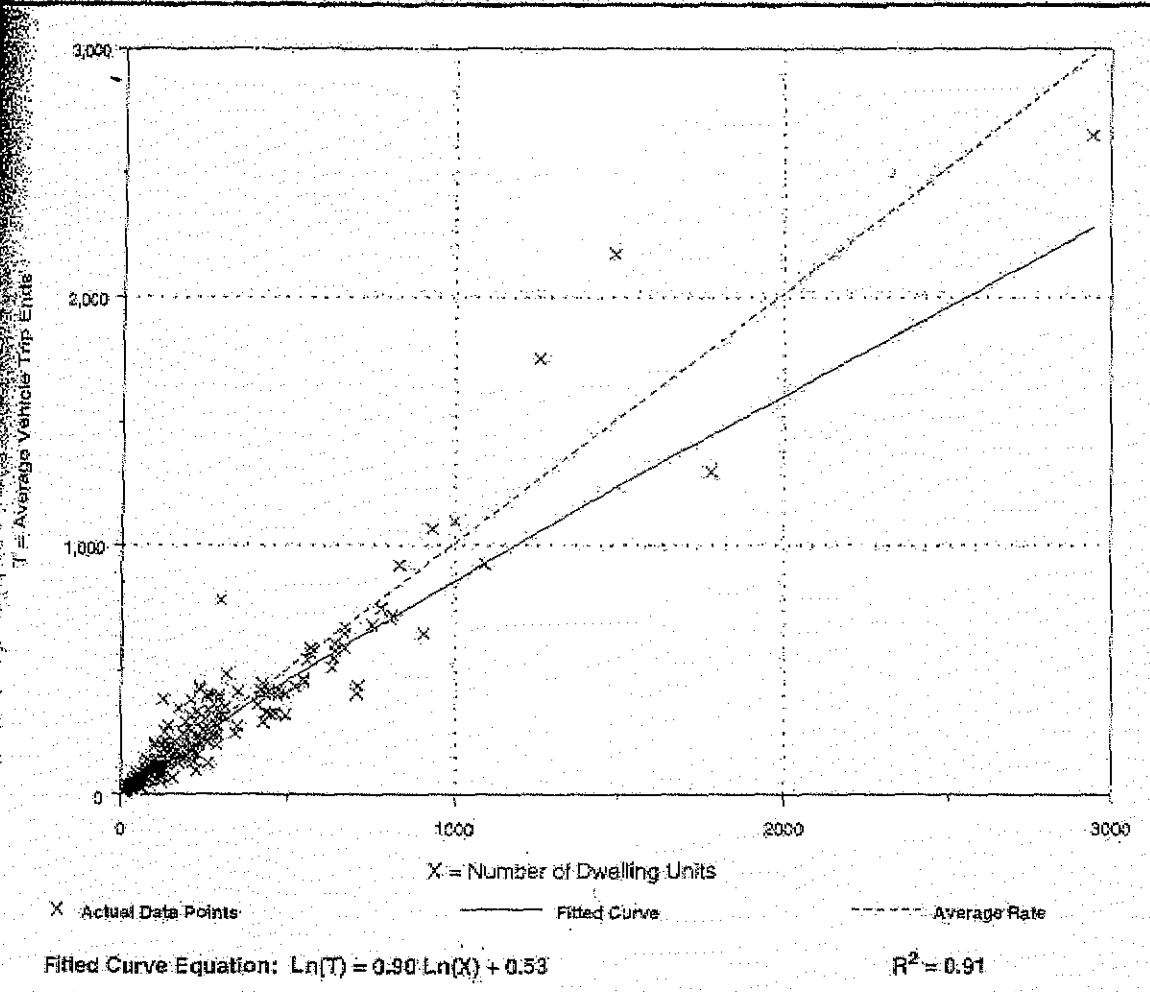
Average Vehicle Trip Ends vs: Dwelling Units
 On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 4 and 6 p.m.

Number of Studies: 302
 Avg. Number of Dwelling Units: 214
 Directional Distribution: 63% entering, 37% exiting

Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.01	0.42 - 2.98	1.05

Plot and Equation



for ~~43~~ $X = 43$ $T = e^{(0.9 \ln(43) + 0.53)} = 50$



First American

First American Title Insurance Company
 1213 South Carson Street
 Carson City, NV 89701
 Phn - (775)687-2444
 Fax - 1-(866)220-2747

Reference :

Address : 3860 East Nye Lane

Our Order No : 131-2317674

Escrow Officer: Carol Cody

ccody@firstam.com

COMMITMENT FOR TITLE INSURANCE

June 28, 2007

First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

This information is not part of the title insurance commitment.

TABLE OF CONTENTS

	Page
Agreement to Issue Policy	3
Schedule A	4
1. Commitment Date	4
2. Policies to be Issued, Amount and Proposed Insured	4
3. Interest in the Land and Owner	4
4. Description of the Land	4
Schedule B-1 - Requirements	
Schedule B - 2 - Exceptions	
Conditions	

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment,
 please contact the issuing office.

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No. 131-2317674
Page Number: 2

Update

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions.

This Commitment is not valid without Schedule A and Sections 1 and 2 of Schedule B.

First American Title Insurance Company

BY *Carl B. Johnson* PRESIDENT

ATTEST *Christy Kelly* SECRETARY

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No. 131-2317674
Page Number: 3

SCHEDULE A

1. Commitment Date: June 13, 2007 at 7:30 A.M.

2. Policy or Policies to be issued: Amount

• ALTA with Regional Exceptions Owners Policy \$ 1,000,000.00

Proposed Insured:

H Wesley Ball, on Nominee

• ALTA Lenders Policy \$ 635,000.00

Proposed Insured:

Neighbors Financial Corporation

3. (A) The estate or interest in the land described in this Commitment is:

Fee

(B) Title to said estate or interest at the date hereof is vested in:

Jeannette M. Jensen

4. The land referred to in this Commitment is situated in the County of Carson City, State of Nevada, and is described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof.

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No. 131-2317674
Page Number: 4

SCHEDULE B
SECTION ONE
REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded.
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Release(s) or Reconveyance(s) of Item(s): N/A
- (F) Other:

SCHEDULE B
SECTION TWO
EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. Printed exceptions and exclusions from coverage are contained in the policy or policies to be issued. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

1. Water rights, claims or title to water, whether or not shown by the public records.
2. Any taxes that may be due, but not assessed, for new construction which can be assessed on the unsecured property rolls, in the office of the County Assessor, per Nevada Revised Statute 361.260.
3. Reservations and provisions as contained in Patent from the United States of America, recorded October 28, 1948, in Book 55 of Deeds, Page 283.
4. Abutter's rights of ingress and egress to or from Graves Lane have been relinquished in the document recorded December 29, 1978 in Book No. 246, Page 52, as Instrument No. 84673 of Official Records.
5. Covenants, conditions, restrictions and easements in a Deed recorded December 29, 1978, in Book 246, Page 52 as Instrument No. 84673 of Official Records.
6. Easements, dedications, reservations, provisions, relinquishments, recitals, certificates, and any other matters as provided for or delineated on Record of Survey Map #2404 referenced in the legal description contained herein. Reference is hereby made to said plat for particulars.

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No. 131-2317674
Page Number: 5

7. A Declaration of Homestead executed by Jeannette M. Jensen, recorded October 5, 1994 as Instrument No. 167492 of Official Records.
8. A document entitled "Ordinance No. 2006-25", recorded October 6, 2006 as Instrument No. 359494 of Official Records.
9. Loss or damage by reason of the improvements, if any, located on the land described herein being declared to be personal property.

NOTE: Taxes for the fiscal year July 1, 2006 through June 30, 2007, including any secured personal property taxes collected therewith.
APN 008-192-69
Total tax: \$1,122.90 (Paid)

NOTE: We find no open deeds of trust. Escrow please confirm before closing.

NOTE: According to the public records, there have been no Deeds conveying the land described herein within a period of 24 months prior to the date of this Report, except as follows: NONE

NOTE: This Report is preparatory to the issuance of an ALTA Policy of Title Insurance. We have no knowledge of any fact which would preclude the issuance of said ALTA Policy with Endorsements 100 and 116 attached.

There is located on the land a single family residence known as 3860 East Nye Lane,
Carson City, NV

Current Assessor's Parcel No. 008-192-69

(Note this number may be different from the Assessor's Parcel Number being used to pay current fiscal year taxes)

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No. 131-2317674
Page Number: 6

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
(b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section Two may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section One are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section One
or
eliminate with our written consent any Exceptions shown in Schedule B - Section Two.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

Form No. 1068-2
ALTA Plain Language Commitment

Commitment No. 131-2317674
Page Number: 7

INFORMATION SHEET

Current owner: Jeannette M. Jensen

Property reference: 3860 East Nye Lane, Carson City, NV

Legal description:

See attached Exhibit A

Assessor's Parcel Number: 008-192-69

Those taxes for the fiscal year July 1, 2006 through June 30, 2007, including any secured personal property taxes collected by the county treasurer.

APN Q 008-192-69

1st installment	\$	282.90	PAID
2nd installment	\$	280.00	PAID
3rd installment	\$	280.00	PAID
4th installment	\$	280.00	PAID
Total	\$	1,122.90	

RECORDED DOCUMENTS: Pursuant to NRS 247.110; The local county recorder shall charge and collect, in addition to any fee that a county recorder is otherwise authorized to charge and collect, an additional fee of \$25 for recording any document that does not meet the standards set forth therein.

WIRING INSTRUCTIONS

First American Title Company of Nevada
First American Trust, FSB
Santa Ana, CA 92701
Account No.: 2100003689
Routing No.: 122241255

Please reference the following:

H Wesley Ball / Escrow No.: 131-2317674-CAC / Attention: Carol Cody

**ALL WIRES WILL BE RETURNED IF ESCROW NUMBER
AND NAME ARE NOT INCLUDED**



First American

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Carson City, State of Nevada and is described as follows:

BEGINNING AT THE 1/4 CORNER COMMON TO SECTION 3 AND 10, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. &M. SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION. THENCE, NORTH 89°31'14" WEST A DISTANCE OF 662.72 FEET; TO THE SOUTHWEST CORNER OF SAID PROPERTY; THENCE NORTH 0°01'10" WEST A DISTANCE OF 1327.03 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE SOUTH 89°29' EAST A DISTANCE OF 661.90 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE SOUTH 0°01' EAST A DISTANCE OF 1326.61 FEET THE P.O.B. CONTAINING 20.173 ACRES. THE ABOVE FURTHER DESCRIBED AS BEING THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 3 TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. &M., EXCEPTING THAT PORTION:

BEGINNING AT THE 1/4 SECTION CORNER COMMON TO SECTIONS THREE (3) & (10) TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. &M. THENCE NORTH 89°31'14" WEST A DISTANCE OF 331.36 FEET TO A POINT, THIS POINT BEING THE SOUTHWEST CORNER OF THIS PARCEL AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; SAID POINT IS FURTHER DESCRIBED AS BEARING NORTH 89°31'14" WEST A DISTANCE OF 2987.89 FEET FROM THE SECTION CORNER COMMON TO SECTIONS 2, 3, 10 & 11 TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. &M.; THENCE NORTH 89°31'14" WEST A DISTANCE OF 331.36 FEET TO A POINT; THENCE NORTH 0°01'10" EAST A DISTANCE OF 1327.03 FEET TO A POINT; THENCE SOUTH 89°29' EAST A DISTANCE OF 330.95 FEET TO A POINT; THENCE SOUTH A DISTANCE OF 1326.83 FEET TO THE P.O.B. FURTHER EXCEPTING THEREFROM:

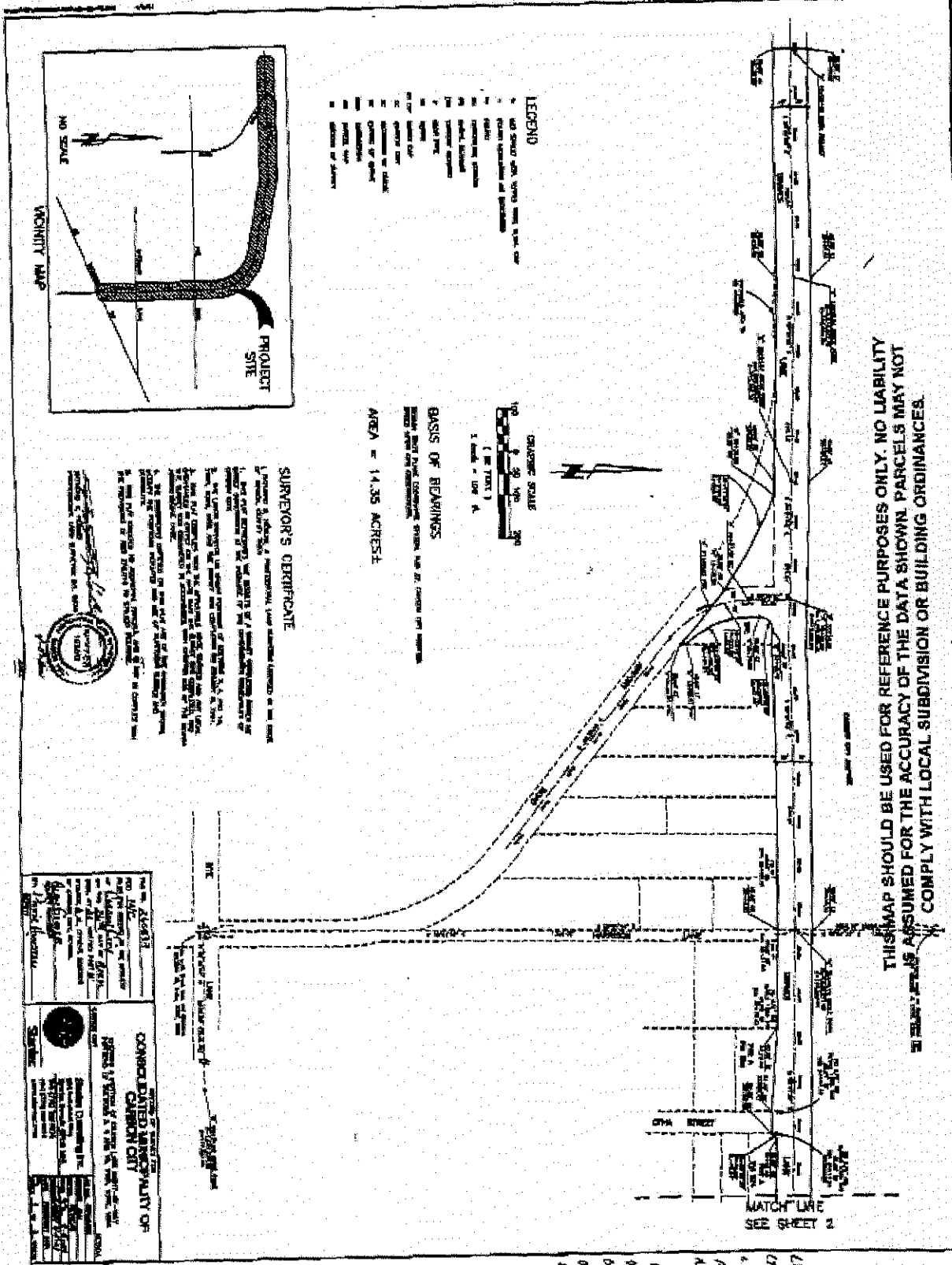
THAT PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. &M., DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE SOUTH 01°01'00" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION A DISTANCE OF 371.26 FEET; THENCE NORTH 73°24'00" WEST 345.48 FEET TO THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE NORTHERLY ALONG SAID WEST LINE 275.53 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89°21'09" EAST ALONG SAID NORTH LINE 330.96 FEET TO THE POINT OF BEGINNING.

FURTHER EXCEPTING THEREFROM THAT PORTION AS CONVEYED TO CARSON CITY BY DEED RECORDED DECEMBER 29, 1978 IN BOOK 246 PAGE 54 AS DOCUMENT NO. 84673 OF OFFICIAL RECORDS AND BY THAT CERTAIN GRANT BARGAIN SALE DEED RECORDED JUNE 29, 1999 AS DOCUMENT NO. 236872 OF OFFICIAL RECORDS, CARSON CITY, NEVADA.

FURTHER EXCEPTING THEREFROM ANY PORTION LYING SOUTHERLY OF THE NORTHERLY LINE OF EAST NYE LANE AS IT NOW EXISTS.

NOTE: THE ABOVE METES AND BOUNDS PREVIOUSLY APPEARED IN THAT DOCUMENT RECORDED SEPTEMBER 26, 1975 AS DOCUMENT NO. 56943.

THIS MAP SHOULD BE USED FOR REFERENCE PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



LEGEND

- 1. All Street and Utility Lines to be cut
- 2. All other boundaries and structures
- 3. Easements
- 4. Property to be retained
- 5. Property to be sold
- 6. Property to be leased
- 7. Utility Lines
- 8. Other
- 9. Other
- 10. Other
- 11. Other
- 12. Other
- 13. Other
- 14. Other
- 15. Other
- 16. Other
- 17. Other
- 18. Other
- 19. Other
- 20. Other



BASIS OF BEARINGS

ALL BEARINGS AND DISTANCES WERE OBTAINED FROM THE FIELD BY THE SURVEYOR.

AREA = 14.35 ACRES ±

SURVEYOR'S CERTIFICATE

I, the undersigned, being a duly licensed and sworn Surveyor in the State of Nevada, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations of the survey of the above described land, and that the same were made by me or under my direct supervision and in accordance with the provisions of the Nevada Surveying Act, Chapter 209, NRS, and the rules and regulations of the Nevada Board of Surveyors, and that the same were made in accordance with the provisions of the Nevada Surveying Act, Chapter 209, NRS, and the rules and regulations of the Nevada Board of Surveyors, and that the same were made in accordance with the provisions of the Nevada Surveying Act, Chapter 209, NRS, and the rules and regulations of the Nevada Board of Surveyors.

[Signature]
 Surveyor
 Carson City, Nevada

APPROVED FOR THE CITY OF CARSON CITY

APPROVED FOR THE COUNTY OF WASHINGTON

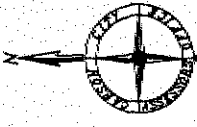
APPROVED FOR THE STATE OF NEVADA

APPROVED FOR THE COUNTY OF WASHINGTON

APPROVED FOR THE STATE OF NEVADA

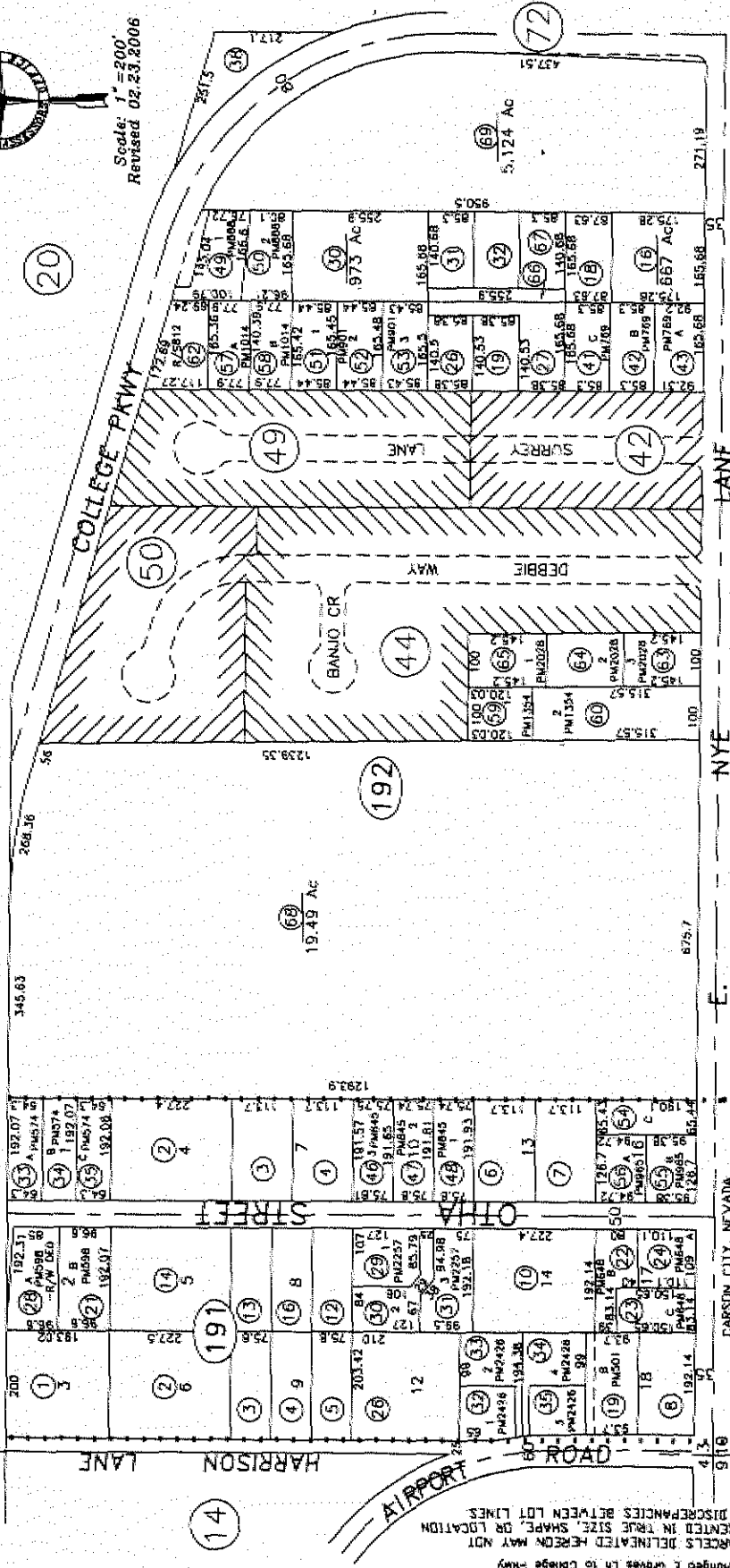
2404-A

PORTION S1/2 SW1/4 SECTION 3, T.15 N., R.20 E., M.D.B. & M.



Scale: 1" = 200'
Revised 02.23.2006

**PENNINGTON
SUBDIVISION**
RECORDED 5/8/57



NOTE
Changed E. Gross Ln to College Pkwy
SOME PARCELS DELINEATED HEREON MAY NOT
BE TO DISCREPANCIES BETWEEN LOT LINES.

CARSON CITY, NEVADA
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY
ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES
ONLY. IT DOES NOT REPRESENT A SURVEY. NO LIABILITY
IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE
DATA DELINEATED HEREON. YOU CAN VIEW AND PRINT OUR
MAPS AT NO CHARGE FROM OUR WEBSITE AT
WWW.CARSON-CITY.NV.ASSESSOR

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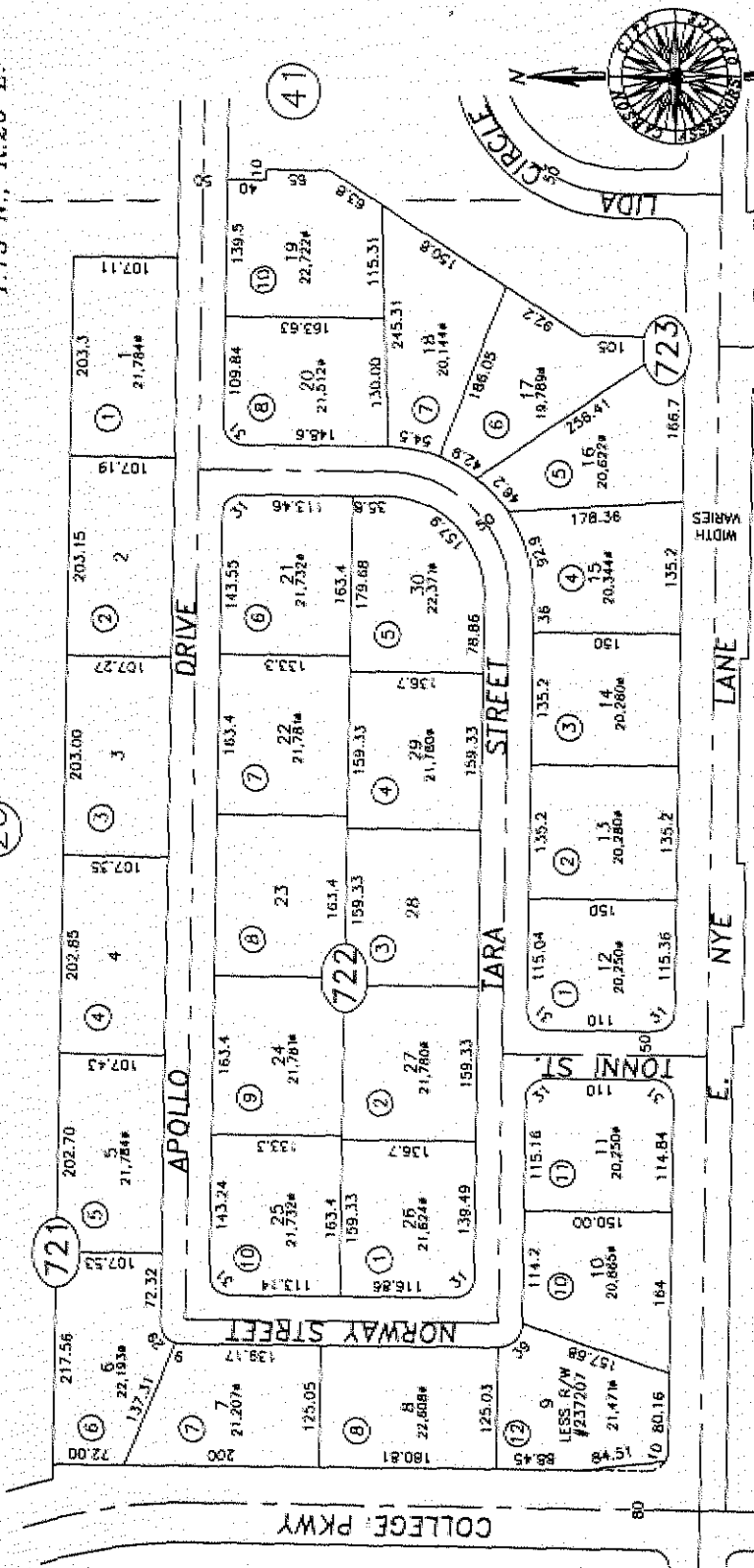
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PORTION SW1/4 SE1/4 SECTION 3
T.15 N., R.20 E., M.D.B. & M.

POR. SE1/4 SE1/4 SEC. 3
T.15 N., R.20 E.

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CARRSON CITY, NEVADA
 THIS MAP IS PREPARED FOR THE USE OF THE CARRSON CITY
 OFFICE AND IS NOT INTENDED FOR ANY OTHER PURPOSES.
 THE CITY ENGINEER'S OFFICE DOES NOT REPRESENT A SURVEY AND LIABILITY
 IS ASSUMED AS TO THE SUFFICIENCY OR ACCURACY OF THE
 DATA DELINEATED HEREON. YOU CAN VIEW AND PRINT OUR
 MAPS AT NO CHARGE FROM OUR WEBSITE AT
www.ci.carrson-nv.us

MORNINGSIDE ESTATES
RECORDED 3/3/78

Scale: 1" = 120'
Revised: 02.27.2006

Changed Groves Ln to College Pkwy

PORTION NE1/4 NW1/4 SECTION 10, T.15 N., R.20 E., M.D.B. & M.

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(28)

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COLLEGE PKWY

(783)

CENTURY DRIVE

(19)

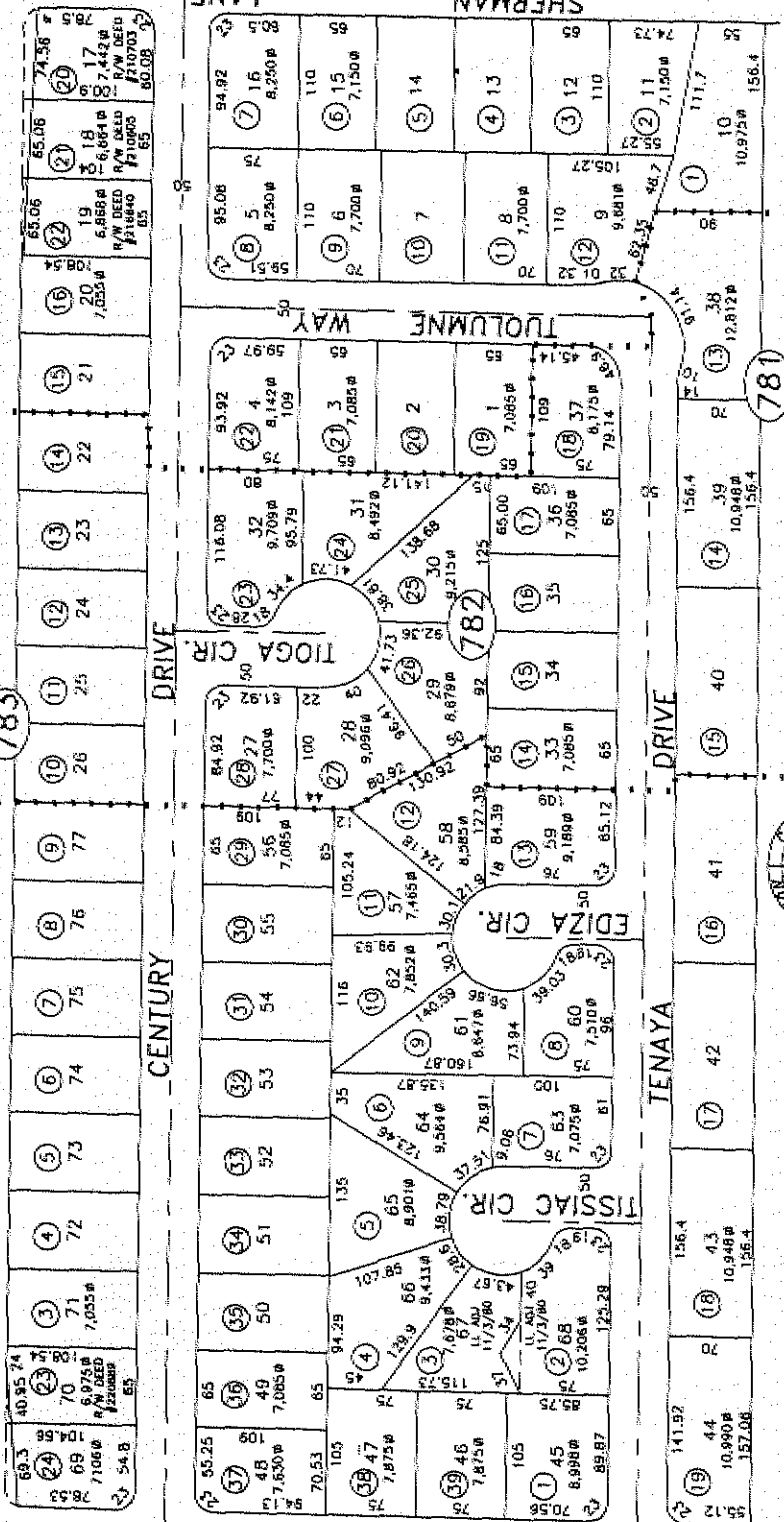
NYE LANE

TIOGA CR.

TUOLUMNE WAY

SHERMAN LANE

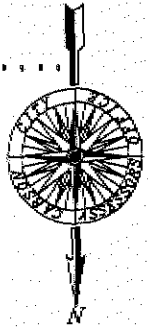
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UNIT 1
RECORDED 10/26/78

UNIT 2
RECORDED 10/26/78

UNIT 3
RECORDED 5/9/79



Scale: 1" = 100'
Revised 02.28.2006

TENAYA SUBDIVISION

Changed Gravel Ln to College Pkwy

CARSON CITY, NEVADA
THIS MAP IS PREPARED FOR THE USE OF THE CARSON CITY
ASSESSOR FOR ASSESSMENT AND ILLUSTRATIVE PURPOSES
ONLY; IT DOES NOT REPRESENT A SURVEY. ACCURACY OF THE
DATA BELIEVED TO BE REASONABLE AND PRINT OUR
MAPS AT NO CHARGE FROM OUR WEBSITE AT
www.carson-city/nv/assessor

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
NYE CIRCLE
A PLANNED UNIT DEVELOPMENT**

This declaration of Covenants, Conditions and Restrictions is made this ____ day of June, 2007, by Snowy Mountain, LLC (hereinafter referred to as "Declarant") located at ____ Nye Lane, Carson City, NV 89701.

RECITALS:

The Declarant is the owner of all that certain real property located in Carson City, Nevada and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference, and which is hereinafter referred to as the "Project".

The Project is located in the eastern portion of Carson City, Nevada, and contains distinctive geographic and aesthetic features which Declarant desires and intends to enhance, maintain and preserve wherever possible. There are 34 single family residential units and the residential restrictions and provisions of this Declaration are intended to blend the natural characteristics of the site with an environment that creates a pleasant and safe neighborhood in which to reside.

The Declarant intends by this Declaration to impose upon NYE CIRCLE mutually beneficial conditions and restrictions for the benefit of all owners of Lots within the Project and to create a community and environment in which the aesthetic features and beauty of the property and surrounding area will be substantially preserved for the enjoyment and benefit of all persons living within the Project.

In furtherance of such intent, Declarant declares that all of the real property referred to herein as the Project and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference is and henceforth shall be owned, held, conveyed, encumbered, improved, used, occupied and enjoyed subject to the following covenants, conditions and restrictions and equitable servitudes and the same shall constitute a general plan for the division, ownership, improvement, parceling, sale, use and occupancy of the Project to enhance the value, desirability and quality of the property.

This Declaration shall run with the real property described in Exhibit "A" and all parts and parcels thereof and shall be binding on all parties having any right, title or interest in the Exhibit "A" property and their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner or member thereof. Each, all and everyone of the limitations, easements, uses, obligations, covenants, conditions and restrictions herein imposed shall be deemed to be and construed as equitable servitudes enforceable by any of the owners of any portion of the real property subject to this Declaration against any other owner or occupant of said real property or portion thereof similarly restricted by this Declaration.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

1.01 Architectural and Landscape Control Committee. The committee created pursuant to Article VI hereof (hereinafter sometimes referred to as "Committee" or "ALCC").

1.02 Architectural and Landscape Control Committee Rules. The rules adopted by the Architectural and Landscape Control Committee pursuant to Section 6.04 hereof (hereinafter sometimes referred to as "design Guidelines").

1.03 Architectural Design Guidelines. Rules and regulations that may from time to time be adopted by the Architectural and Landscape Control Committee interpreting the terms of this Declaration, setting fees and design and construction criteria in accordance with Section 6.03 of this Declaration.

1.04 Articles. The Articles of Incorporation of the Association which have been or will be filed in the office of the Secretary of State of the State of Nevada, as the same may from time to time be amended.

1.05 Assessments. Assessments of the Association including both regular and special assessments as set forth in Article VIII hereof.

1.06 Association. The Nye Circle Homeowners Association, a Nevada non-profit corporation described in Article II, including its successes and assigns.

1.07 Association Property. All real and personal property now or hereafter owned by or leased to the Association.

1.08 Association Maintenance Fund. The fund created for the receipts and disbursements of the Association, pursuant to Section 8.02 hereof.

1.09 Association Rules. The rules adopted by the Board pursuant to Section 2.06 hereof, as they may be amended from time to time.

1.10 Association Restrictions. This Declaration, together with any and all supplemental declarations which may be recorded, and this Declaration or said supplemental declarations may be amended from time to time, together with Association rules from time to time in effect, and the Articles and Bylaws of the Association from time to time in effect.

1.11 Beneficiary. A mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

1.12 Board. The Board of Directors of the Association as provided in the Articles and Bylaws.

1.13 Bylaws. The Bylaws of the Association which may be adopted by the Board, as such Bylaws may be amended from time to time.

1.14 Common Area. All real and personal property which the Association now or hereafter owns within the Project that is available for the common use and enjoyment of any member; or their invitees, including parking areas, entry improvements, access easements, open spaces, planted and landscaped areas, and utility facilities designed on the plan unit development map as common area whether or not the same is owned in fee by the Association or whether by easement or equitable servitude, lease, license, or other contractual entitlement.

1.15 Declarant. The owner or owners of the property described in Exhibit "A", and their successors and assigns, if such successors or assigns acquire the majority of the Lots subject to this Declaration for the purpose of resale to others

1.16 Declaration. This documents, as it may be amended from time to time.

1.17 Deed of Trust. A mortgage or a deed of trust, as the case may be.

1.18 Homesite. Any unit of land which is designated on any recorded planned unit development plat, or final subdivision map, whether or not improved, for a single-family residence.

1.19 Improvement. Any structure and all appurtenances thereto of every type and kind, including but not limited to a building, outbuilding, patio, garage, shed, doghouse, mailbox, aerial, antenna, road, driveway, parking area, walk, fence, screening wall, retaining wall, stair, deck, landscaping, court, gate, statue, marker, hedge, windbreak, plan, planted tree and shrub, sign, exterior air conditioning, pole, pump, well, ditch, tank, reservoir, pipe, line, meter, tower and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.20 Lot. Any unit of land which is designated on any recorded planned unit development plat, whether or not improved for a single-family residence.

1.21 Manager. Manager shall be the name of the person, firm, or corporation, if any, employed by the Association pursuant to Section 2.07 and delegated the duties, powers, or functions of the Association pursuant to said section.

1.22 Member. Any person who is designated as a member pursuant to Section 2.03 hereof.

- 1.23 Mortgage. Any mortgage or deed of trust given to secure the payment of a debt.
- 1.24 Notice. Ten (10) days' written notice given as provided in Section 9.03.
- 1.25 Owner. The record owner of any Lot or Unit subject to this Declaration. "Owner" shall include the vendee under an Installment Contract of Sale and shall exclude the vendor thereunder and those having an interest in any property that is subject to this Declaration solely for security for the performance of an obligation.
- 1.26 Person. A natural individual or any other entity with the legal right to hold title to real property.
- 1.27 Planned Unit Development. The real property identified and described in Exhibit "A" to this Declaration as the same is now and as it may, from time to time, be developed and improved.
- 1.28 Plans and Specifications. Any and all documents designed to guide or control an Improvement, including, but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the Improvement.
- 1.29 Project. All real property and improvements thereto situated in Carson City more particularly described as NYE CIRCLE described on Exhibit "A" hereto.
- 1.30 Purchaser. A purchaser who is unrelated to Declarant or any corporation, partnership, joint venture, or other business entity in which Declarant has an ownership interest or over which Declarant exercises contractual or other control relating to the improvement, development or sale of Property.
- 1.31 Record, Recorded and Recordation. With respect to any document, the recordation of such document in the office of the Clerk and Recorder of the county wherein the land lies.
- 1.32 Single Family. One (1) or more persons each related to the other by blood, marriage or legal adoption or a group of not more than four (4) persons not all so related, together with their domestic employees and servants who maintain a common household in a residential unit and casual guests or as defined under the provisions of the Carson City Code.
- 1.33 Single Family Residential Use. The occupancy and use of a residential unit or lot by a Single Family in conformity with the covenants, conditions and restrictions hereof, the rules and requirements imposed by applicable zoning laws and other state or local rules and regulations.

1.34 Supplemental Declaration. Any declaration of covenants, conditions and restrictions which may be hereafter recorded by Declarant or by Declarant and a Major Developer.

1.35 Unit. "Unit" shall mean a portion of the Project, whether developed or undeveloped, intended for development, use, and occupancy as an attached residence for a single family on a separately platted homesite, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declarations covering all or part of the Project.

1.36 Visible From Neighboring Property. With respect to any given object, such object is or would be visible to a person six (6) feet tall standing on an assumed floor elevation two (2) feet above the surface of any neighboring property in the area involved, assuming that the property had an elevation equal to the highest elevation of the ground surface of that portion of the area upon which the object is located.

ARTICLE II

THE NYE CIRCLE HOMEOWNERS ASSOCIATION

2.01 Operation.

A. Organization. The Association is a non-profit Nevada membership corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

B. Successor Associations. In the event that the Association as a corporate entity is dissolved, a non-profit unincorporated association shall forthwith and without further action or notice be formed to succeed to all the rights and duties of the Association hereunder. The affairs of said unincorporated association shall be governed by the laws of the State of Nevada and, to the extent not inconsistent therewith, by the Articles and Bylaws of the Association as if they were created for the purpose of governing the affairs of an unincorporated association. The Association shall cease to exist at any time this Declaration and any supplemental Declaration are abolished by written consent or vote of a majority of the Owners consistent with Section 2.13.

2.02 Construction Consistent with Law. This Declaration and all subsequent actions by the Association shall be construed whenever possible so as to be consistent with all applicable laws, federal, state and local. If a provision of this Declaration cannot be construed as being consistent with the law or the applicable approval, the law and/or the approval shall control.

2.03 Membership Rights.

A. Membership. Only Owners and Declarant shall be Members of the Association. Each Owner shall automatically be a Member of the Association without the necessity of any further action on his part, and Association membership shall be appurtenant to and shall run with the property interest ownership of which qualifies the Owner thereof to membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to the property interest, than only to the transferee of title to said property interest. Each Unit is allocated one (1) vote for purposes of organization and operation of the Association. In no event, shall any unit be allocated a greater interest with regard to the Association than any other Unit. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

2.04 Voting Rights.

A. Notwithstanding any other provision of this Declaration or of the Bylaws of the Association, the Declarant does hereby retain the exclusive right to designate, appoint and remove the officers, directors of the Association and any executive board of the Association to and until the earlier of:

1. Sixty (60) days after the conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than the Declarant;
2. Two (2) years after the Declarant has ceased to sell Units to third parties;

Provided, however, that the Declarant may, but is not obligated to, surrender the right to appoint and remove officers and board members as provided herein before the termination period set forth above, provided that the Declarant, if it does surrender the right to appoint and remove, may require that specified actions of the Association or the board of directors may require Declarant approval prior to becoming effective.

B. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Units' Owners other than Declarant, at least one (1) of the Board must be elected by Units' Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Units' Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Board must be elected by Units' Owners other than the Declarant.

C. Notwithstanding any provision of the Declaration or Bylaws to the contrary, the units' Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Units' Owners at which a quorum is present, may remove any member of the Board with or without cause, other than a member appointed by the Declarant.

D. Joint or Common Ownership. If any property/interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one (1) Person, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed. In the event that such joint or common Owners are unable to agree among themselves as to how their vote or votes shall be cast as a unit, they shall lose the right to cast their vote or votes on the matter in questions. Any joint or common Owner shall be entitled to cast the vote or votes belonging to the joint or common Owners unless another joint or common Owner shall have delivered to the Secretary of the Association prior to the time for casting such vote, a written statement to the effect that the Owner wishing to cast the vote or votes has not been authorized to do so by the other joint or common Owner or Owners.

E. Proxy Voting. Any Owner, including Declarant, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Association and shall terminate one (1) year after its date, unless it specifies a shorter term.

F. Cumulative Voting. The cumulative system of voting shall not be used for any purpose.

2.05 Meetings of Members. The Association shall hold an annual regular meeting of the Members of the Association on the first Saturday in March of each year at 10:00 o'clock a.m., at the principal office of the Association. Said annual regular meeting may be held at such other reasonable place or time (not more than thirty (30) days before or after the aforesaid date) as may be designated by notice of the Board given to the Members not less than fifteen (15) days nor more than sixty (60) days prior to the date fixed for said regular meeting. Special meetings of the Members may be called at any reasonable time and place by notice by the Board or by notice by Members having ten percent (10%) of the total votes, delivered not less than fifteen (15) days prior to the date fixed for said special meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as their address appears on the books of the Association and shall state the time and place of the meeting, the items on the agenda, any budgeting changes and any proposal to remove an officer or member of the Board.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least twenty percent (20%) of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be the Members entitled to vote fifteen percent (15%) of the total votes.

The Chairman of the Board of Directors, or in his absence the Vice-Chairman, shall call meetings of Members to order and act as chairman of such meetings. In the absence of both of

said officers, any Member entitled to vote thereafter or the holder of any proxy of any such Member may call the meeting to order, and a chairman of the meeting shall be elected. The Secretary of the Association, or in his absence the Assistant Secretary, shall act as secretary of the meeting. In the absence of both the Secretary and the Assistant Secretary, a secretary shall be selected in the manner aforesaid for selecting a chairman of the meeting.

Except as provided otherwise in the Declaration, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy.

2.06 Duties of the Association. Subject to and in accordance with this Declaration, the Association shall have and perform each of the following duties for the benefit of the Members of the Association.

A. Members. The Association shall accept all Owners as Members.

B. Parking Areas, Open Space Areas, and Common Area. The Association shall accept, own, operate and maintain all parking areas, open Space areas and other Common Area which may be conveyed, leased, licensed or otherwise enjoyed by it from the Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property easements, or rights of use whether real or personal, for which it, its members or the Project receives any benefits whether aesthetic or tangible.

C. Title to Property Upon Dissolution. The Association shall pay over or convey, upon dissolution of the Association to one or more exempt organizations of the kind described in Section 501C of the Internal Revenue Code, as amended from time to time.

D. Repair and Maintenance of Association Property. The Association shall maintain in good repair and condition all parking areas, access easement, lands, Improvements, and other Association Property enjoyed by, owned by, licensed to or leased to the Association.

E. Payment of Taxes. The Association shall pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

F. Insurance. The Association shall obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance shall include:

1. Fire and extended coverage insurance on all Improvements owned by or leased to the Association, the amount of such insurance to be not less than ninety percent (90%) of the aggregate full insurable value, meaning actual replacement cost exclusive of the costs of excavations, foundations and footings. Such insurance shall insure the Association and the mortgagees, as their interests may appear. As to each such policy which will not be thereby voided or impaired, the Association hereby waives and releases all claims against the Board and Declarant, and to officers, agents and employees of each thereof, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss. If the foregoing exculpatory clause is held to be invalid, then the liability of the insurance company shall be primary, and the liability of the Board, Declarant and the Officers, agents and employees of the Board and of Declarant shall be secondary.

2. Bodily injury liability insurance, with limits in amounts determined by the Board and property damage liability insurance in amounts determined by the Board, insuring against liability for each bodily injury or property damage arising from activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The liability insurance policies referred to above shall name as separately protected insured's Declarant, the Association, the Board and each of its members, the Architectural Review Committee and each of its members, and the Manager, and such policies may also name some or all of the respective officers, employees and agents of the foregoing.

3. Workmen's Compensation Insurance to the extent necessary to comply with all applicable laws.

4. A fidelity bond in an amount determined by the Board, naming the members of the Board and such other persons as may be designated by the Board as principals and the Association as obligee.

5. Such other insurance, including indemnity and other bonds, as the Board shall deem necessary or expedient to carrying out the Association's functions.

The Association shall be deemed trustee of the interests of all Members in all insurance proceeds, and shall have full power to receive and to deal with such proceeds.

G. Association Rules. The Association may make, establish and promulgate, and in its discretion amend or repeal and reenact Association Rules, not in contradiction to this Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing sentence, such Rules may set dues and fees and prescribe the regulations governing the operation of Association Property. Each Member shall be entitled to examine such Rules at any time during normal working hours at the principal office the Association or of the Architectural Review Committee.

H. Enforcement Hereof. The Association shall enforce, in accordance with the sound discretion of the Board, on its own behalf and on behalf of all Owners, all of the covenants, conditions and restrictions set forth in this Declaration, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions and restrictions, and as assignee of Declarant; and shall perform, in accordance with the sound discretion of the Board, all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of the Association Rules or of the ARC.

I. Accounting. The Association shall provide an annual accounting by an independent certified public accountant of the accounts of the Association and make a copy of such accounting available to each Member during normal business hours at the principal office of the Association. Any Member may at any time and at their own expense cause an accounting or inspection to be made of the books and records of the Association by a certified public accountant provided that such accounting or inspection is made during normal business hours and without unnecessary interference with the operations of the Association.

J. Other. The Association shall carry out all duties of the Association set forth in the Association Rules, or the Articles or Bylaws of the Association.

2.07 Powers and Authority of the Association. The Association shall have all of the powers of a non-stock, non-profit cooperative corporation organized under the laws of the State of Nevada in operating for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, Bylaws and this Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of this Declaration, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association and the Board shall have the following power and authority, without the obligation to exercise such power and authority:

A. Right of Entry and Enforcement. Upon reasonable notice except in cases of an emergency, the Board and its agents and representatives shall have the power and right to enter upon any Homesite and the Improvements thereon without liability to any Owner, for the purpose of enforcing any of the provisions of this Declaration, or for the purpose of maintaining and repairing the improvements located on said Homesite as provided in this Declaration or, if for any reason whatsoever, the Owner thereof fails to maintain and repair any portion of a Homesite as required by this Declaration to be maintained or repaired by said Owner. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on the behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this Declaration. The costs of any such action or suit, including reasonable attorneys' fees, shall be paid to the prevailing party as part of its judgment.

B. Easements and Rights-of-Way. The Association shall have the power to grant and convey to any third party, easements, licenses for use and rights-of-way, in, on, over or under any Common Area conveyed or otherwise transferred to the Association or under its jurisdiction, upon the affirmative vote or written consent of the Board of Directions as ratified by the voting members at the next annual meeting.

C. Employment of Manager. The Board shall have the power to employ by written agreement the services of a manager or other employee, or a professional manager or management company, subject to the direction and control of said Board, to manage and carry out the affairs of the Association and, to the extent consistent with the laws of the State of Nevada and upon such conditions as are otherwise deemed advisable by the Board, to delegate to the manager any of its powers; provided, however, that any contract with such professional manager or management company, and the compensation to be paid, for a term greater than two (2) years must be approved by at least fifty-one percent (51%) of the Members of the Association. In no event shall any management agreement be for a term greater than three (3) years and any such agreement shall provide for termination for cause on a minimum of ninety (90) days written notice.

D. Services. The Board shall have the power to provide for and engage the services of others for the maintenance, protection and preservation of Association Property and the Common Areas, including grounds keepers, painters, plumbers and any such other maintenance personnel, as the nature and character of such common area may require, and including any such necessary personnel as the nature and character of any roadways or parking areas within such Association Property or Common Area may require; provided, however, that no contract for such services shall be for a duration of more than three (3) years, except with the approval of a majority of the Members of the Association. Said contract shall provide for immediate termination if breached or on a minimum of thirty (30) days written notice otherwise.

E. Utilities. The Board shall have the power to contract, use and pay for utility services to the Association Property and Common Area and their facilities.

F. Other Property. The Board shall have the power to acquire and hold, as trustee for the benefit of its Members, tangible and intangible personal property and to dispose of the same by sale or otherwise.

G. Mergers. The Association shall have the power, to the extent permitted by law, to participate in mergers and consolidations with other non-profit corporations organized for the same purposes the Association, provided that any such merger or consolidation shall have the approval by affirmative vote or written consent of the Board of Directors as ratified by a majority of the members at the next succeeding annual meeting.

H. Dedication. The Association shall have the power to dedicate any of its property to an appropriate public authority for public use, provided that any such dedication shall have the approval either by affirmative vote or written consent of the Board, such dedication is

subject to the existing easements and rights of use of all of the Members of the Association as provided in this Declaration and any Supplemental Declaration.

I. Delegation. The Board may delegate any of its powers to any such committees, officers or employees as it deems necessary and proper.

J. Construction on Association Property. The Association shall have the power to construct new Improvements or additions to Association Property, or demolish existing Association Property or Improvements, subject to the approval of the Architectural and Landscape Control Committee as required in this Declaration.

K. Conveyances. To grant and convey to any person real property and interests therein, including fee title, leasehold estates, easements, rights-of-way, mortgages and deeds of trust, out of, in, on, over or under any Association Property for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder.

- a. Parks, parkways, or other recreational facilities;
- b. Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
- c. Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and
- d. Any similar public, quasi-public, or private improvements or facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of land, Improvement or other facility in a way which would violate applicable zoning or use and occupancy restrictions imposed thereon by other provisions of this Declaration.

L. Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association, the operation and management of its Property, the enforcement of Association Restrictions, or in the performance of any other duty, right, power or authority of the Association.

M. Association Property Services. To pay for water, sewer, garbage removal, electricity, telephone, gas, snow removal, landscaping, gardening, road maintenance and all other utilities, services and maintenance for property owned by or leased to the Association.

N. Other Areas. To maintain and repair easements, rights of way, parks, parkways, detention/retention basins, median strips, paths, trails, entry details, or other areas of the Project whether owned by or leased to the Association, and to contribute toward the cost of operation and maintenance of any other Improvements or other facilities owned by the Association.

O. Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of Association Restrictions, or the Articles or Bylaws of the Association.

P. Contracts. To enter into contracts with Declarant and other Persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or recreational or other facility or area, or to provide any service or perform any function on behalf of Declarant or other Person.

Q. Wildlife Population. The Association shall, in accordance with the sound discretion of the Board, have the authority to pay for the removal of wildlife from all areas of the Project in a humane manner if it is determined by the Association that the population of a particular species has become so large that it is damaging property, posing a risk to the viability of another species or is significantly interfering with Owners' use and enjoyment of their property or any of the property or improvements within the Project. Reasonable expenses for removal of overpopulated wildlife shall be borne equitably by the Association.

R. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

2.08 Indemnification.

A. Third Party Actions. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suite or proceeding; whether civil, criminal, administrative, or investigative (other than an action by or based on the right of the Association) by reason of the fact that he or she is or was a director, officer, employee, servant or agent of the Association against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

If a member of the Board of Directors is sued for liability for actions undertaken in their role as a Board member or officer of the Association, the Association shall indemnify said Board member and/or officer for their losses or claims and undertake all costs of defense until and unless it is proved that such member acted with willful or wanton misfeasance or with gross

negligence. After such proof, the Association is no longer liable for the cost of defense and may recover costs already expended for the Board member and/or officer.

Board members are not liable to the victims of crimes which may occur on the property. Punitive damages may not be recovered against the Association, but may be recovered only from persons whose intentional activities are proven to have resulted in damages.

B. Derivative Actions. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, servant or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, proceeding or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action, proceeding or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

C. Determination. Any indemnification which the Association has elected to provide under paragraph (a) or (b) of this Section 2.08 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination the indemnification of the officer, director, employee, servant or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph (a) or (b) of this Section 2.08. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or (b) of this Section 2.08, or in defense of any claim, issue or matter therein, then, to the extent that the Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys' fees) actually and reasonable incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in paragraph (a) or (b) of this Section 2.08.

D. Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Board, be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board as provided in paragraph C of this Section 2.08 upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section 2.08.

E. Insurance. The Board shall purchase and maintain insurance on behalf of any person who is, or was a director, officer, employee, servant, or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

F. Other Coverage. The indemnification provided by this Section 2.08 shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this Declaration, agreement, vote of the Members, vote of disinterested directors, Nevada law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such a person.

2.09 Diseased Trees. Upon reasonable notice, the Association and/or the Declarant may enter upon any part of the Project at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees. If any diseased or insect infested trees or other plant life are found, the Association and/or the Declarant may spray, remove diseased trees and other plant life, and take such other remedial measures as deemed expedient. The cost thereof applicable to privately owned property may be levied by the Association as a specific assessment against such property pursuant to the provisions hereof.

2.10 Rules.

A. Rulemaking Power. The Board may, from time to time and subject to the provisions of this Declaration, propose, enact and amend rules and regulations to be known as the "Nye Circle Homeowners Association Rules". Any rules which relate to the management, operation and control of the Association or the Common Area, common facilities or interests shall become effective and binding on all Owners only after adoption by the Board. Such rules may concern, but need not be limited to: matters pertaining to use of the Common Area and Recreation and Open Space; signs; collection and disposal of refuse; minimum standards of maintenance of property; parking and traffic restrictions; limitations on maintenance of landscaping or other improvements on any property which obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic; and any other subject or matter within the jurisdiction of the Association as provided in this Declaration. Said rules may restrict and govern the use of Common Area by any Members, by the family of such Member or by any invitee, guest or licensee of such Member. Declarant has retained the right to establish rules relating to the use of any portion of the Common Area and Recreation and Open Space owned by it, and the Association may incorporate such rules in its Rules; the right of an Owner or the Board to enforce Association Rules is limited to those Owners that are subject to this Declaration.

2.11 Breach of Rules or Restrictions. In the event of a breach of any Association Rule or of any of the Association Restrictions contained in this Declaration by an Owner, their family,

guests, employees, invitees, or licensees, the Board, for and on behalf of itself and all other Owners, shall enforce the obligations of each Owner to obey such Rules or Restrictions in any manner provided by law or in equity, including, but not limited to, appropriate hiring of legal counsel, the pursuit of legal action, or suspension of the Owner's right to use the facilities of the Common Area or suspension of the Owner's voting rights; provided, however, such suspension may not be for a period in excess of thirty (30) days, without notice and hearing as herein provided, for an infraction of such Rules. In addition to the Other remedies herein set forth, including without limitation, assessing the cost of repair of any damage resulting from an infraction of the Rules, the Board, by majority vote, may levy a fine against such Owner, amount not to exceed \$100.00 for each such violation or a total of \$1,000.00, whichever is less and the payment of such fine may be enforced in the same manner as set forth in Section 8.07 hereof. Prior to imposing any penalty provided herein for breach of any rules enacted hereunder or of the Restrictions contained in this Declaration, the Board shall send written notice to the Owner specifying the nature of the infraction and shall provide an opportunity to the Owner for a hearing before the Board regarding such infraction and the penalty to be imposed. In the event that the Board determines that said infraction has occurred and that a penalty shall be imposed, after a reasonable opportunity for a hearing has been provided, the determination of the Board shall be final. In the event legal counsel is retained or legal action is instituted by the Board pursuant to this paragraph, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, and reasonable attorneys' fees.

2.12 Liability of Members of Board. No member of the Board shall be personally liable to any of the other Board members, to the Members or to any other person, including Declarant, for any error or omission of the Association, its representatives and employees, or the ALCC, provided that such Board member has, upon the basis of such information as may be possessed by him, acted in good faith.

2.13 Amendment. To provisions of Section 2.01, 2.02 and 2.03 shall not be amended without the vote or written consent of a majority of all of the Owners.

ARTICLE III

GENERAL RESTRICTIONS

All real property within the Project shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the Architectural and Landscape Control Committee Design Guidelines and the following limitations and restrictions:

3.01 Antennas. Television antennas and radio transmitting and receiving antennas for shortwave or ham radio installation shall not be installed on any lot. Satellite dishes shall be allowed if not visible from the street.

3.02 Insurance Rates. Nothing shall be done or kept in the Project which will increase the rate of Insurance on any Lot, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any Lot, if any, or which would be in violation of any law.

3.03 Signs. No signs, except otherwise provided under NRS 116.325, billboards or advertising structures of any kind may be displayed for public view on any lot except one professional sign not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or Declarant to advertise the property during the construction and sales period.

3.04 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Project and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, insect control lights, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Architectural and Landscape Control Committee.

3.05 Repair of Building and Fences. No Improvement hereafter constructed upon any land within the Project shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

3.06 Improvements and Alterations. There shall be no construction, excavation, alteration other than repairs, which in any way alters the exterior appearance of any Improvement, or removal of any Improvement without the prior written approval of the Architectural and Landscape Control Committee.

3.07 Drainage. There shall be no interference with the established drainage patterns over any property within the Project, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural and Landscape Control Committee.

3.08 No Hazardous Activities. No activities shall be conducted on any property and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any property, and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed exterior fireplace.

3.09 No Temporary Structures. No tent or shack or other temporary building, Improvement or structure shall be placed upon any property, except temporary structures necessary

for storage of tools and equipment and for office space for architects, builders and foremen during actual construction which may be maintained with the prior approval of ALCC, such approval to include the nature, size and location of such structure.

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

3.11 No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except that Declarant may, by appropriate written permit, grant, license or easement, allow the drilling of wells and the installation of infiltration galleries for the extraction of water; and except that Declarant, may, by appropriate written permit, grant, license or easement, allow any of the foregoing activities to the extent permitted by applicable zoning and as required for purposes of the Declarant.

3.12 No Dumping. No Owner shall dump any rubbish or refuse on any area located within the Project.

3.13 Vehicles. The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, golf carts, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs and snowmobiles, shall be subject to the Association Rules. Rules may be established by Declarant and who may from time to time, in its sole discretion, adopt, amend and within specified parts of the Project and may also provide parking regulations and may adopt other rules regulating the same. In no event shall any travel trailer, motor home (R. V.), snow mobile, boat, or boat trailer or unlicensed vehicle of any kind be kept, parked in or upon any portion of a residential lot or unit.

A. No personal automobile shall be permitted to remain upon any lot unless within the garage.

B. No personal automobile, recreational vehicle or equipment, commercial vehicle or equipment, or any other motorized vehicle may be dismantled, rebuilt, repaired, serviced, or repainted on a lot unless; (1) such activity is performed within a completely enclosed garage, and (2) such activity is reasonably screened from the sight and sound from streets and neighboring residences. The foregoing restriction shall not be deemed to prevent temporary parking for loading or unloading of vehicles or washing and polishing and those activities normally incident to washing and polishing of vehicles.

C. As used in this section, "recreational vehicle or equipment" shall include trailers, boats, campers, trailer coaches, buses, house cars, motor homes, off-road vehicles, or any other similar type of equipment or vehicle.

D. Temporary parking shall mean parking of vehicles belonging to guests of owners and commercial vehicles and equipment being used in the furnishing of services to the owners and parking of vehicles and equipment belonging to or being used by owners for loading and unloading purposes.

E. No boat, truck, trailer, camper, recreational vehicle, or tent shall be used as a living area within the Project.

3.14 Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by any Owner (including Declarant) upon property within the Project; provided that when completed such Improvements shall in all ways conform to this Declaration and the Design Guidelines. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities; provided that such construction is pursued to completion with reasonable diligence, in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural and Landscape Control Committee, provided that such waiver shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

3.15 Exemption of Declarant. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural and Landscape Control Committee. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, to maintain model homes and construction, sales and leasing offices and similar facilities, and to post signs incidental to construction and sales anywhere on the Project.

3.16 Assignment by Declarant. Any other provision of this Declaration to the contrary notwithstanding, Declarant may assign in whole or in part any of its privileges, exceptions, rights and duties under this Declaration to any other Person and may permit the participation in whole or in part by any other Person in any of its privileges, exemptions, rights and duties hereunder.

3.17 Building Permits. Building permits for any structures on property which is the subject of this Declaration, shall only be issued in accordance with the Carson City Municipal Code and the Design Guidelines.

ARTICLE IV

PERMITTED USES AND RESTRICTIONS-RESIDENTIAL AREAS

4.01 Residential Areas. All property within any residential area shall be improved and used solely for residential use; except that for models utilized by Declarant or Declarant's representative, Declarant or Declarant's representative may, in its sole and absolute discretion, permit the use of models for sales activity.

4.02 Parking. There shall be no parking in the streets or across the sidewalk. All Owner vehicles will be parked in the garage. Guest parking shall be only in designated areas with the common areas of the Project.

4.03 Improvement and Use. No lot shall be improved or used except by a dwelling or structure designed to accommodate no more than a single family plus a garage, and such other Improvements as are necessary or customarily incident to a Single-Family residence.

4.04 Residential Use: Owner Occupied. No residence on any Lot shall be used for any purpose other than Single-Family Residential Use. All lots within the Project shall be occupied by the Owner thereof.

4.05 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. No more than two (2) of each species of household pets shall be raised, or kept on any Lot and all pets shall be restrained or confined to the Lot and not allowed to run at large. No horses, cattle, sheep, pigs or other non-household animals shall be kept on any Lot.

4.06 Unsightly Articles. No unsightly article shall be permitted to remain on any Lot so as to be Visible from Neighboring Property or public or private thoroughfares. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an area so as not to be Visible from Neighboring Property. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or kept so as not to be Visible from Neighboring Property.

4.07 Window Covers. Curtains, drapes, shutters or blinds which are compatible with the external decor may be installed as window covers. No window cover shall be made or shall any window be covered with aluminum foil, or similar material.

4.08 External Decor. No structure shall be painted or otherwise decorated in any color or in any manner which is not in keeping with the natural surroundings or is otherwise objectionable.

or detrimental to surrounding residences. The determination of what is objectionable or detrimental to surrounding residences shall be made by the ALCC.

4.9 External Lighting. All outdoor lighting on buildings and streets within the Project shall be down-shielded.

ARTICLE V

PERMITTED USES AND RESTRICTION-OTHER AREAS

5.01 Utilities Easement. There is hereby granted in favor of Declarant or its successors or assigns an easement for purposes of installing, facilitating, maintaining, repairing, replacing or inspecting utility, drainage, cable TV, telephone and underground power or gas lines or other utilities over, under and across the property described in Exhibit "A". Any repair or excavation within the Exhibit "A" property shall not be under taken until all plans and specifications and procedures have been approved by Declarant, its successors and assigns.

5.02 Easement in Favor of Declarant to Facilitate Sales and Resales. There is hereby reserved to Declarant, its agents and employees, the right and exclusive easement to use any lots owned or leased by the Declarant as models, management offices, sales or resale offices, or customer service offices. The Declarant reserves the right to relocate the same from time to time within the property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the property such advertising signs as may comply with applicable governmental regulations which may be placed in any location on the property and may be relocated or removed all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the exclusive right to erect temporary offices, models, sales, resales, management, customer service, and similar purposes. The reservation of this easement to facilitate sales also applies to any land covered by these Covenants, Conditions and Restrictions. Any such sales and marketing facilities and areas shall be maintained at the sole cost of the Declarant so long as Declarant is the sole user of such areas.

ARTICLE VI

ARCHITECTURAL AND LANDSCAPE CONTROL COMMITTEE

6.01 Architectural and Landscape Control Committee. Whenever in this declaration or in any supplemental declaration the approval of the Architectural and Landscape Control Committee is required, it shall have the right to consider all of the plans and specifications for the improvement or proposal in questions and all other facts which in its sole discretion are relevant.

6.02 ALCC Approval. No action described in Section 6.01 above may be taken by an Owner or caused by an Owner to be taken until all requirements which may be imposed by Carson

City have been fully satisfied, and the plans and specifications showing the nature, kind, color, shape, dimensions, materials, and location of the same shall have been submitted for approval in writing as to harmony of external design and location in relation to surrounding structures and to topography by the ALCC provided in Section 6.03. herein below. In the event the ALCC fails to approve or disapprove such design and location in writing within forty-five (45) days after said plans and specifications have been submitted to it, approval by the ALCC shall not be required.

6.03 Architectural and Landscape Control Committee.

A. Organization. The ALCC shall consist of three (3) members each of whom shall serve a term of one (1) year. The Declarant shall appoint all of the original members of the Committee and all replacements thereto until the second anniversary of the recording of the Final Map of the Project, and further, Declarant reserves the power to appoint a majority of the members of the Committee until ninety percent (90%) of all lots in the Project have been sold. Any members of the ALCC not selected by the Declarant as provided for hereinabove shall be elected by a majority of the owners. Any meeting conducted by the owners shall require written notice sent to all members, at least ten (10) days in advance of such meeting, and any such meeting, to constitute a quorum, shall require fifty-one percent (51%) of the owners being present in person or by proxy. A majority of owners present and entitled to vote, either in person or by proxy, shall be sufficient for the passage of any motion to select members of the ALCC. Each owner shall have one (1) vote for every lot owned. The vote for each such lot may be cast only as a unit and fractional votes shall not be permitted. In the event joint owners are unable to agree among themselves as to how their vote(s) shall be cast, they shall lose their right to vote on the matter in questions. All members appointed to the ALCC by the owners shall be lot owners. Members appointed to the Committee by the Declarant, however, need not be lot owners. Members appointed or elected to the ALCC may serve more than one (1) term.

1. Quorum. For purposes of any action to be taken by the ALCC as provided for in this Article VI, a quorum of the ALCC shall be two (2) or more members. Action may be taken by the ALCC by a majority vote of the members of the Committee.

2. Appointment and Removal. Except as otherwise provided above, the election and removal of ALCC members shall be by Fifty-One Percent (51%) of the Owners.

3. Resignations. Any member of the ALCC may at any time resign from the ALCC upon written notice.

4. Vacancies. Except as otherwise provided above, vacancies on the ALCC, however caused, shall be filled by the Owners. Any new member elected to replace a member who has resigned or has been removed shall serve such member's unexpired term.

5. Compensation. No member of the ALCC shall receive any compensation or make any charges for his services as such.

B. Duties. It shall be the duty of the ALCC to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, to adopt, if necessary or desirable as set forth in subparagraph (K) below, Architectural Design Guidelines, and to carry out all other duties imposed upon it by these restrictions. .

C. Meetings. The ALCC shall meet from time to time as necessary to properly perform its duties hereunder. The vote or written consent of a majority of a quorum of the members shall constitute an act by the Committee and the Committee shall keep and maintain a written record of all actions taken by it at any such meeting. Any owner who has submitted proposals or plans as provided hereunder which are to be considered by the ALCC at a meeting shall have the right to attend said meeting, although said Owners' participation at said meeting may be limited by the Committee, in its sole discretion.

D. Application for Preliminary Approval. Any owner proposing to perform any work that requires a prior approval of the ALCC may apply to the Committee for preliminary approval by submission of preliminary drawings of the proposed improvements. The purpose of the preliminary approval procedure is to allow an owner proposing to make substantial improvements an opportunity to obtain guidance concerning design considerations before expending substantial sums for plans and other exhibits required to apply for final approval. Applications for preliminary approval shall be considered and disposed of as follows:

1. Within forty-five (45) days after proper application for preliminary approval, the ALCC shall consider and act upon such request. The ALCC shall grant the approval only if the proposed improvement would be entitled to a final approval on the basis of a full and complete application. Failure of the ALCC to act within said forty-five (45) day period shall constitute an approval. In granting or denying approval, the ALCC shall give the applicant such directions, in writing, concerning the form and substance of the final application for approval as it deems proper or desirable for the guidance of the applicant.

2. Any preliminary approval granted by the ALCC shall be effective for a period of 120 days from the date of the issuance thereof. During said period, an application for final approval of plans for proposed improvements in accordance with the provisions of the preliminary approval and is otherwise acceptable under the terms of these Restrictions, shall be approved by the ALCC.

3. In no event shall any preliminary approval be deemed to be an approval authorizing construction of the subject improvements.

E. Application for Final Approval. Whether or not preliminary approval was applied for or granted, any owner proposing to perform any work that requires the prior approval of the ALCC shall apply to such Committee for approval by notifying the ALCC of the nature of the proposed work with such information as the Committee may require by any Architectural Design

Guidelines. A building permit shall not be obtained by an owner without obtaining the prior final approval of the ALCC as described herein.

F. Basis for Approval of Improvements. The ALCC shall grant the required approval only if:

1. The owner shall have complied with the provisions of subparagraph 6.03 (E) and

2. A majority of a quorum of the ALCC in their sole discretion determine that the proposed improvements would be compatible with the other property subject to these restrictions and the purposes of these restrictions as to quality of workmanship and materials, as to harmony of external design with existing structures, and as to location with respect to topography and finished grade elevations. The discretion of the members of the Committee in acting upon any proposals and plans shall be exercised in a reasonable manner.

G. Form of Approval. All approvals given under subparagraph 6.03 (F) shall be in writing; provided, however, that any request for approval which has not been rejected within thirty (30) days from the date of submission thereof to the ALCC shall be deemed approved.

H. Proceedings With Work. Upon receipt of approval from the ALCC pursuant to subparagraph 6.03 (G) above, the owner shall, as soon as practicable, satisfy all conditions thereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval.

I. Failure to Complete Work. The owner shall complete the construction, reconstruction, refinishing, or alteration or any such improvement within one (1) year after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the owner due to strikes, fires, national emergencies, natural calamities, or other supervening forces beyond the control of the owner or his agents.

J. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

1. Upon completion of any construction or refinishing of any improvements for which approval of the ALCC is required or was obtained and after all construction debris and materials have been removed from the site, the owner shall give written notice thereof to the ALCC.

2. Within thirty (30) days thereafter, the ALCC may, but shall not be obligated to, inspect such improvement to determine whether it was constructed or refinished in substantial compliance with the approved plans. If the ALCC finds that such construction or refinishing was not done in substantial compliance with the approved plans, it shall notify the owner

in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the owner to remedy such non-compliance.

3. If upon the expiration of thirty (30) days from the date of such notification, the Owner shall have failed to remedy such non-compliance, the ALCC shall set a date on which a hearing before it shall be held regarding the alleged non-compliance. The hearing date shall be not more than thirty (30) days nor less than fifteen (15) days after notice of the non-compliance is given to the Owner by the ALCC. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Committee to the owner and in the discretion of the Committee to any other interested party. Any owner shall be permitted to attend said hearing.

4. At the hearing, the Owner, and in the ALCC's discretion, any other interested person, may present information relevant to the question of the alleged non-compliance. After considering all such information, the committee shall determine whether there is a non-compliance, and if so, the nature thereof and the estimated cost of correcting or removing the same. If a non-compliance exists, the Committee shall require the owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Committee's ruling. If the owner does not comply with the Committee ruling within such period or within any extension of such period as the Committee, in its discretion, may grant, the Committee at its option, may either remove the non-complying improvement or remedy the non-compliance and the owner shall reimburse the Committee for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the owner to the Committee, the Committee may levy a reimbursement assessment against such owner pursuant to Article VII of these Restrictions.

5. If for any reason the ALCC fails to notify the owner of any non-compliance within thirty (30) days after receipt of said notice of completion from the Owner, the improvement shall be deemed to be in accordance with said approved plans.

K. Architectural Design Guidelines. The ALCC may from time to time adopt, amend and repeal by majority the vote of a quorum of its members' rules and regulations to be known as Architectural Design Guidelines, interpreting and implementing the provisions of these restrictions and setting forth procedures and design and construction criteria to be followed in submitting proposals to the Committee. Except for Architectural Design Guidelines adopted by the ALCC appointed by Declarant, any such rules adopted, amended and repealed by the Committee shall not become effective until ratified by 51% of the owners. A copy of the Architectural Design Guidelines as they may from time to time be adopted, amended or repealed and ratified by owner action as hereinabove set forth, shall be maintained by the Committee and shall be available for inspection and copying by any owner at any reasonable time. The following minimum standards and restrictions shall comply to any construction work performed on the property.

1. No more than one residential or commercial unit shall be constructed on any designated private lot.

2. All improvements shall be constructed in full compliance with all applicable zoning laws, building codes and other laws, ordinances and regulations applicable to the construction, use and occupancy of improvements.

3. The placement of the improvements on a private lot, the type of roofs, exterior materials and building shapes shall be established in such a manner as to be determined to be reasonable by the ALCC.

L. Estoppel Certificates. Within thirty (30) days after written demand is delivered to the ALCC by any Owner, and upon payment to the Committee of a reasonable fee as fixed from time to time by the Committee, the ALCC shall record an estoppel certificate executed by a majority of its members certifying, with respect to any private lot of said Owner, that as of the date thereof either, (a) all improvements made and other work done upon or within said private lot comply with these restrictions; or (b) such improvements or work do not so comply in which event the certificate shall also identify the non-complying improvements or work and set forth in particularity the basis of such non-compliance. Any purchaser from the owner or from anyone deriving any interest in said private lot through such owner shall be entitled to rely on said certificate with respect to the matters therein set forth, and such matters shall be conclusive as between all Owners and such person deriving any interest through them.

M. Liability. Neither the ALCC nor any member thereof shall be liable to any owner for any damage, loss or prejudice suffered or claimed on account of; (a) the approval or disapproval of any plans, drawings, and specifications whether or not defective; (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (c) the development of any property subject to these Restrictions, or, (d) the execution and filing of any estoppel certificate pursuant to 6.03 (L) above, and whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him.

ARTICLE VII

REPAIR AND MAINTENANCE

7.01 Repair and Maintenance by Owner. Every owner shall maintain the exterior of his residence, walls, fences and roof of such residence in good condition and repair.

7.02 Standards for Maintenance and Installation. (a) Maintenance of the exterior of the residences, including without limitation, walls, fences, roofs, and landscaping shall be accomplished in accordance with the architectural and/or performance standards and policies, only after approval of the Committee; and (b) all slopes or terraces on any residence shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining residences.

ARTICLE VIII

FUNDS AND ASSESSMENTS

8.01 Agreement to Pay. Each Owner, by his acceptance of a deed, for each Homesite 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. Until such time as each Homesite within the Project has a residence constructed thereon and such Homesite is owned by Declarant, Declarant's assessments under this Article VIII shall be limited to five dollars (\$5.00) per year, per Homesite. Provided, however, that until the Association makes an assessment for common expenses, the Declarant shall pay all common expenses which may, at Declarant's sole discretion, be necessary.

8.02 The Association Maintenance Fund. The Board shall establish a fund (the "The Nye Circle Homeowners Association Maintenance Fund") into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under the Association Restrictions. The funds of the Association must be used solely for purposes related to the areas and improvements owned by or leased to the Association, or subject to the Association Restrictions, to maintenance or operation by the Association, including maintenance and repair of all front lawn landscaping within the Project, or otherwise for purposes authorized by the Association Restrictions as they may from time to time be amended.

8.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Uniform and equal Assessments sufficient to pay such estimated net charges shall then be levied and collected as provided in this Article VIII. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion, which shall at least be annually.

8.04 Special Assessments. In addition to the regular annual Assessments provided for above in Section 8.03, the Board may levy special Assessments, upon the property and in the manner set forth in this Article VIII, whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Association Restrictions, and the Board may levy such special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the optional functions of the Association under the Association Restrictions.

8.05 Notice of Special Assessments; Time for Payment. The Association may, in its discretion, give written notice of special Assessments to each Owner, which notice shall specify the amount of the special 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. Failure of the Association to give notice of the special Assessment shall not affect the liability of the Owner of any Unit or Homesite for such special 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.

8.06 Late Charges. If any Assessment, whether regular or special, is not paid within fifteen (15) days after it is due, the Owner may be required by the Board to pay a late charge at such rate as the Board may designate from time to time not to exceed eighteen percent (18%) per annum.

8.07 Unpaid Assessments as Liens. The amount of any delinquent Assessment, whether regular or special, assessed against any property and any late payment charge attributable thereto, plus interest on such Assessment and charge at a rate not to exceed eighteen percent (18%) per annum simple interest, and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Homesite and the Improvements thereto. Such lien shall be prior to any declaration of homestead. Such lien shall be created in accordance with NRS 116.3116 and shall be foreclosed in the manner provided for in NRS 116.31162 to 116.31168 inclusive. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by such lien amount will be conclusive upon the Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

8.08 Mortgage Protection. Notwithstanding any other provision of the Association Restrictions, no lien created under this Article VIII or under any other Article of this Declaration, or any lien arising by reason of any breach of the Association Restrictions, nor the enforcement of any provision of this Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Homesite made in good faith and for value perfected before the date on which the assessment sought to be enforced became delinquent. However, after the foreclosure of any such first Mortgage or Deed of Trust or after any conveyance in lieu of foreclosure, such Homesite shall remain subject to the Association Restrictions and shall be liable for all regular Assessments and all special Assessments levied subsequent to completion of such foreclosure or delivery of such conveyance in lieu of foreclosure, and to all installments of all regular and special Assessments levied prior to completion of such foreclosure or delivery of such conveyance but falling due after such completion or such delivery.

8.09 Effect of Amendment on Mortgages. Notwithstanding the provisions of Section 9.02, below, no amendment of Section 8.08 of this Declaration shall affect the rights of any Beneficiary whose Mortgage or Deed of Trust has the first and senior priority as provided in Section 8.08 and who does not join in the execution thereof, provided that its Mortgage or Deed of Trust is recorded

in the real property records of Carson City, prior to the recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust shall be subject to such amendment.

8.10 Subordination. By subordination agreement executed by the Association, the benefits of Sections 8.08 and 8.09, above, may in the sole and absolute discretion of the Board, be extended to beneficiaries not otherwise entitled thereto.

ARTICLE IX

MISCELLANEOUS

9.01 Term. This Declaration, including all of the Covenants, Conditions and Restrictions hereof, shall run until December 31, 2037, unless amended as herein provided. After December 31, 2037, this Declaration, including all such Covenants, Conditions and Restrictions, shall be automatically extended for successive periods of ten (10) years, unless amended or extinguished by a written instrument executed by at least a two-thirds (2/3) majority of all the Owners in the Project and recorded in the Carson City Real Property Records.

9.02 Amendment.

A. Special Provisions. No amendment of Article VIII shall be effective as to any Beneficiary who does not join in the execution thereof provided that its Mortgage or Deed of Trust is recorded in the real property records of the county prior to the recordation of such amendment. Subject to the preceding sentence, and except as set forth below, no amendment of this Declaration shall be effective unless adopted by a vote of owners of eighty percent (80%) or more of the total number of lots in the project at the time of the proposed amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Carson City in the manner herein provided.

B. By Declarant. Except as provided in Section 9.02 A., this Declaration may be amended by the Declarant until eighty percent (80%) of the total number of lots in the project are sold or so long as the Declarant is entitled to exercise development rights, whichever is longer; provided, however, that no such amendment by Declarant shall be effective without Notice and if the Owners, other than Declarant, controlling eighty percent (80%) or more of the total number of lots, object to such amendment proposed by Declarant, such amendment shall not be effective. No amendment by Declarant shall be effective until there has been recorded in the real property records of the county, an instrument executed and acknowledged by Declarant and setting forth the amendment.

9.03 Notices. Any notice permitted or required to be given by the Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy

of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Committee for the purpose of service of notices, or to the residence of such Person if no address has been given to the Committee. Such address may be changed from time to time by notices in writing given by such Person to the Committee.

9.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of NYE CIRCLE and of promoting and effectuating the fundamental concepts of NYE CIRCLE as set forth in Article I of this Declaration. This Declaration will be construed and governed under the laws of the State of Nevada.

9.05 Enforcement and Nonwaiver.

A. Right of Enforcement. Except as otherwise provided herein, any Owner, at their own expense, and Declarant shall have the right to enforce all of the provisions of these Covenants, Conditions and Restrictions against any property within and the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

B. Violation a Nuisance. Every act or omission whereby any provision of these Covenants, Conditions and Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner, at their own expense, by Declarant, whether or not the relief sought is for negative or affirmative action. However, only Declarant and the duly authorized agents may enforce by self-help any of the provisions of these Covenants, Conditions and Restrictions, and then only if such self-help is preceded by reasonable notice to the Owner in question.

C. Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within NYE CIRCLE is hereby declared to be a violation of these Covenants, Conditions and Restrictions and subject to all of the enforcement procedures set forth in said Restrictions.

D. Remedies Cumulative. Each remedy provided for herein is cumulative and not exclusive.

E. Nonwaiver. The failure to enforce any provision of these Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions.

9.06 Construction.

A. Restrictions Severable. Each of the provisions of these Covenants, Conditions and Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity

of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, Sections or Articles hereof.

D. Liberal Construction. It is the intention of Declarant that this Declaration be liberally construed to promote the purpose of a well planned community, reserving to the Declarant the rights necessary to complete the project and to insure the integrity of the interrelated land uses.

9.07 Continuing Liability for Assessments. No Owner may exempt himself from liability for assessments by abandonment of his property.

9.08 Cumulative Remedies. Each and all legal or equitable remedies provided for herein, shall be deemed to be cumulative, whether so expressly provided for or not.

9.09 Joint and Several Liability. In the case of joint ownership of a lot, the liability of each of the owners thereof in connection with the liabilities and obligations of owners, set forth in or imposed by this Declaration, shall be joint and several.

9.10 Subordination of Assessment Lien to Mortgages. Any holder of a first mortgage or any third party purchasers who come into possession of a lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, (or by deed in lieu of foreclosure), shall take the property free of any claim for unpaid assessments or charges against the mortgage lost, which accrued prior to the time such holder comes into possession of a lot. The lien assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust now or hereafter placed on the properties subject to assessments; provided, however, that said subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property by foreclosure or deed in lieu. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Executed at Carson City, Nevada, this ____ day of June, 2007.

SNOWY MOUNTAIN, LLC.

By: _____

APN _____
After recording, return to:
Carson City Airport Authority
2600 E. Graves Lane #6
Carson City, NV 89706

GRANT OF AVIGATION EASEMENT

THIS AVIGATION EASEMENT is made as of this ____ day of _____, 2007, by _____ [name of company / landowner] ("Grantor"), for the benefit of the **CARSON CITY AIRPORT AUTHORITY**, a political subdivision of the State of Nevada, representing itself and the aviation interests of Carson City ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain land located in Carson City, Nevada, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Burdened Parcel");

WHEREAS, Grantee is the operator of the Airport on behalf of Carson City, such that the Grantee and all property within the Carson City boundaries are the "Benefited Parcel"; and

WHEREAS, Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, among other things as set forth herein, an easement in, to and through the air space over the elevation of 4700 feet above the surface of the land of the Burdened Parcel (such air space being referred to herein as the "Easement Area") for the purpose of allowing the passage of aircraft, excluding the airspace occupied by structures constructed in accordance with Carson City codes and requirements.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, Grantor does hereby covenant as follows:

1. Grantor does hereby give, grant and convey to Grantee, its successors and assigns, a perpetual right and easement (which easement shall be appurtenant to the Benefited Parcel) and authority to use the Easement Area for the passage of aircraft for the use and benefit of the public, together with the right to cause in the Easement Area

such noise, dust, turbulence and similar activity as may be inherent in the operation of aircraft, now known or hereafter used for navigation of flight in air, as well as, using the airspace or landing at, taking off from or operating on the Carson City Airport. Grantor covenants that Grantor shall not construct any improvements or structures or locate any object of any kind within the Easement Area without approval of Carson City. Grantor covenants that Grantor will not create electrical interference or unusual lighting in conjunction with its structures that would interfere with operation of the airport or aircraft utilizing the airport.

2. Subject to the limitations set forth in this paragraph, Grantor does hereby give, grant and convey to Grantee, its successors and assigns, a non-exclusive easement of ingress to and egress from, and passage over the Burdened Property in the event (and only in such event) any improvements, objects or structures now or hereafter constructed on the Burdened Property extend above an elevation of 4,700 feet above sea level, for the purpose of Grantee constructing and installing such markings as may be required by the Federal Aviation Administration for the safe operation of aircraft, including but not limited to, a light (as a mark of obstruction for air navigation purposes) ("Aircraft Safety Markings") on the rooftop of such improvements, objects or structures in an area mutually agreed upon by Grantor and Grantee. The right of Grantee to install such Aircraft Safety Markings shall be conditioned upon Grantee's use best efforts to ensure that the installation and use of any and all Aircraft Safety Markings on the rooftops of such improvements, objects or structures shall not in any way interfere with Grantor's use and enjoyment of the Burdened Parcel and the improvements, structures or objects located thereon. The installation of any and all Airport Safety Markings shall be at the sole cost and expense of Grantee. Grantee shall be responsible for repairing and maintaining, at its sole cost and expense, the Airport Safety Markings, except that Grantor shall be responsible for the repair of damages caused by Grantor.

3. The terms, conditions, rights and easements contained herein shall be covenants running with the land. The terms and conditions contained herein shall bind, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and assigns. In the event Grantee abandons and ceases to use the Benefited Parcel for public airport purposes, this Agreement shall terminate and be of no further force or effect.

4. If any term, provision or condition in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5. The terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

6. This Agreement may be executed in several counterparts, each of which shall be deemed an original; further the signature on this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

7. None of the terms and provisions of this Agreement shall be deemed to create a partnership between or among the parties hereto in their respective businesses or otherwise, nor shall any terms or provisions of this Agreement cause them to be considered joint venturers or members of any joint enterprise.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Avigation Easement to be executed as of the date and year first written above.

GRANTOR:

[name],
a Nevada corporation

By: _____
Name: _____
Title: _____

GRANTEE:

CARSON CITY AIRPORT

a political subdivision of the State of

AUTHORITY,

Nevada

By: _____
Name: _____
Title: _____

EXHIBIT A

BURDENED PARCEL LEGAL DESCRIPTION



Quad Knopf

MEMO

To: Western-Pacific Regional Office
Air Traffic Division, AWP-520
15000 Aviation Boulevard
Hawthorne, CA 90260

CC: Wes Ball (1 set)
Yvon Weaver, Carson City Airport Authority (1 set)
Jim Clague, PBS&J (1 set)

From: Jeff Foster, Planning Department Manager

Re: E. Nye Lane Manufactured Housing PUD: FAA Form 7460-1

Date: April 18, 2007

Please find enclosed a completed FAA Form 7460-1 in relation to the proposed E. Nye Lane Manufactured Housing Planned Unit Development in Carson City.

In regard to a previous application on this project site, we communicated with Yvon Weaver at the Carson City Airport Authority to advise her of the pending development. Per guidance from Ms. Weaver, we previously met with Jim Clague (PBS&J), the airport's engineer, to discuss any potential airport-related issues in relation to the development. Ms. Weaver previously informed us that an aviation easement would be a standard requirement, but she also wanted Mr. Clague's input on physical requirements.

Per Mr. Clague, the allowable distance from the centerline of Runway 27, the closest runway to the project site, is a function of building height. The computation is as follows: (building height x 7) + 125 = separation distance. For example, if a house was 40 feet tall, the closest it could be to the centerline of the runway would be 405 feet. As currently designed, that separation distance ends up in the open space at the north end of the project site. The proposed manufactured homes are a maximum of approximately 11 feet tall, which would require a separation distance of 202 feet; the separation distance between the proposed lots and the centerline of Runway 27 is much greater than 202 feet, so there is no issue. This requirement also applies to light poles and other vertical structures/objects, but nothing is proposed that would be cause for concern.

Mr. Clague also suggested we submit FAA Form 7460, hence this submittal.

We look forward to your response.

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION

§77.13 Construction or alteration requiring notice.

(a) Except as provided in §77.15, each sponsor who proposes any of the following construction or alteration shall notify the Administrator in the form and manner prescribed in §77.17.

(1) Any construction or alteration of more than 200 feet in height above the ground level at its site.

(2) Any construction or alteration of greater height than imaginary surface extending outward and upward at one of the following slopes:

(i) 1:00 to 1 for horizontal distance of 20,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a)(5) of this section with at least one runway more than 3,200 feet in actual length, excluding heliports.

(ii) 50 to 1 for horizontal distance of 40,000 feet from the nearest point of the nearest runway of each airport specified in paragraph (a)(5) of this section with its longest runway no more than 3,200 feet in actual length, excluding heliports.

(iii) 25 to 1 for a horizontal distance of 5,000 feet from the nearest point of the nearest landing and takeoff area of each heliport specified in paragraph (a)(5) of this section.

(3) Any highway, railroad, or other traverse way for mobile objects, of a height which, if adjusted upward 17 feet for an Interstate Highway that is part of the National System of Military and Interstate Highways where overcrossings are designed for a minimum of 17 feet vertical clearance, 16 feet for any other public roadway, 10 feet or the height of the highest mobile object that would normally traverse the road, whichever is greater, for a private road, 23 feet for a railroad, and for a waterway or any other traverse way not previously mentioned, an amount equal to the height of the highest mobile object that would normally traverse it, would exceed a standard of paragraph (a)(1) or (2) of this section.

(4) When requested by the FAA, any construction or alteration that would be in an instrument approach area (defined in the FAA standards governing instrument approach procedures) and available information indicates it might exceed a standard of Subpart C of this part.

(5) Any construction or alteration on any of the following airports (including heliports):

(i) An airport that is available for public use and is listed in the Airport Directory of the current Airmen's Information Manual or in either the Alaska or Pacific Airmen's Guide and Chart Supplement.

(ii) An airport under construction, that is the subject of a notice or proposal on file with the Federal Aviation Administration, and except for military airports, it is clearly indicated that airport will be available for public use.

(iii) An airport that is operated by an armed force of the United States.

(b) Each sponsor who proposes construction or alteration that is the subject of a notice under paragraph (a) of this section and is advised by an FAA regional office that a supplemental notice is required shall submit that notice on a prescribed form to be received by the FAA regional office at least 48 hours before the start of construction or alteration.

(c) Each sponsor who undertakes construction or alteration that is the subject of a notice under paragraph (a) of this section shall, within 5 days after that construction or alteration reaches its greatest height, submit a supplemental notice on a prescribed form to the FAA regional office having jurisdiction over the region involved, if—

(1) The construction or alteration is more than 200 feet above the surface level of its site; or

(2) An FAA regional office advises him that submission of the form is required.

§77.15 Construction or alteration not requiring notice.

No person is required to notify the Administrator for any of the following construction or alteration:

(a) Any object that would be shielded by existing structures of a permanent and substantial character or by natural terrain or topographic features of equal or greater height, and would be located in the congested area of a city, town, or settlement where it is evident beyond all reasonable doubt that the structure so shielded will not adversely affect safety in air navigation.

(b) Any antenna structure of 20 feet or less in height except one that would increase the height of another antenna structure.

(c) Any air navigation facility, airport visual approach or landing air, aircraft arresting device, or meteorological device, of a type approved by the Administrator, or an appropriate military service on military airports, the location and height of which is fixed by its functional purpose.

(d) Any construction or alteration for which notice is required by any other FAA regulation.

§77.17 Form and time of notice

(a) Each person who is required to notify the Administrator under §77.13 (a) shall send one executed form set of FAA Form 7460-1, Notice of Proposed Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area within which the construction or alteration will be located. Copies of FAA Form 7460-1 may be obtained from the headquarters of the Federal Aviation Administration and the regional offices.

(b) The notice required under §77.13 (a)(1) through (4) must be submitted at least 30 days before the earlier of the following dates—

(1) The date the proposed construction or alteration is to begin.

(2) The date an application for a construction permit is to be filed.

However, a notice relating to proposed construction or alteration that is subject to the licensing requirements of the Federal Communications Act may be sent to the FAA at the same time the application for construction is filed with the Federal Communications Commission, or at any time before that filing.

(c) A proposed structure or an alteration to an existing structure that exceeds 2,000 feet in height above the ground will be presumed to be a hazard to air navigation and to result in an inefficient utilization of airspace and the applicant has the burden of overcoming that presumption. Each notice submitted under the pertinent provisions of this part proposing a structure in excess of 2,000 feet above ground, or an alteration that will make an existing structure exceed that height, must contain a detailed showing, directed to meeting this burden. Only in exceptional cases, where the FAA concludes that a clear and compelling showing has been made that it would not result in an inefficient utilization of the airspace and would not result in a hazard to air navigation, will a determination of no hazard be issued.

(d) In the case of an emergency involving essential public services, public health, or public safety that required immediate construction or alteration, the 30 day requirement in paragraph (b) of this section does not apply and the notice may be sent by telephone, telegraph, or other expeditious means, with an executed FAA Form 7460-1 submitted within five (5) days thereafter. Outside normal business hours, emergency notices by telephone or telegraph may be submitted to the nearest FAA Flight Service Station.

(e) Each person who is required to notify the Administrator by paragraph (b) or (c) of §77.13, or both shall send an executed copy of FAA Form 7460-2, Notice of Actual Construction or Alteration, to the Manager, Air Traffic Division, FAA Regional Office having jurisdiction over the area involved.

ADDRESSES OF THE REGIONAL OFFICES

Alaska Region

AK
Alaskan Regional Office
Air Traffic Division, AAL-520
222 West An Avenue
Anchorage, AK 99519
Tel: 907-271-5892

Central Region

IA, KS, MO, NE
Central Regional Office
Air Traffic Division, ACE-520
60 East 12th Street
Kansas City, MO 64106
Tel: 316-426-3404 or 3409

Eastern Region

DC, DE, MD, NJ, NY, PA, VA, WV
Eastern Regional Office
Air Traffic Division, AEA-520
JFK International Airport
Fitzgerald Federal Building
Jamaica, NY 11430
Tel: 718-553-2618

Great Lakes Region

IL, IN, MI, MN, ND, OH, SD
Great Lakes Regional Office
Air Traffic Division, AGL-520
2300 East Devon Avenue
Des Plaines, IL 60018
Tel: 647-294-7565

New England Region

CT, MA, ME, NH, RI, VT
New England Regional Office
Air Traffic Division, ANE-520
12 New England Executive Park
Burlington, MA 01803-5299
Tel: 781-238-7320

Northwest Mountain Region

CO, ID, MT, OR, UT, WA, WY
Northwest Mountain Regional Office
Air Traffic Division, ANM-520
1601 Lind Avenue, SW
Renton, WA 98055-4056
Tel: 425-227-2520

Southern Region

AL, FL, GA, KY, MS, NC, SC, TN, VA
Southern Regional Office
Air Traffic Division, ASC-520
1701 Columbia Avenue
College Park, GA 30337
Tel: 404-305-5685

Southwest Region

AR, LA, NM, OK, TX
Southwest Regional Office
Air Traffic Division, ASW-520
2501 Masonram Boulevard
Ft Worth, TX 76137-3520
Tel: 817-222-5531

Western Pacific Region

HI, CA, NV, AZ, GU
Western-Pacific Regional Office
Air Traffic Division, AWP-520
15000 Aviation Boulevard
Hawthorne, CA 90250
Tel: 310-725-6557

INSTRUCTIONS FOR COMPLETING FAA FORM 7460-1

PLEASE TYPE or PRINT

ITEM #1. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #2. Please include the name, address and phone number of a personal contact point as well as the company name.

ITEM #3. New Construction would be a structure that has not yet been built.

Alteration is a change to an existing structure such as the addition of a side mounted antenna, a change to the marking and lighting, a change to power and/or frequency, or a change to the height. The nature of the alteration shall be included in ITEM #21 "Complete Description of Proposal".

Existing would be a correction to the latitude and/or longitude, a correction to the height, or if filing on an existing structure which has never been studied by the FAA. The reason for the notice shall be included in ITEM #21 "Complete Description of Proposal".

ITEM #4. If Permanent, so indicate. If Temporary, such as a crane or drilling derrick, enter the estimated length of time the temporary structure will be up.

ITEM #5. Enter the date that construction is expected to start and the date that construction should be completed.

ITEM #6. Please indicate the type of structure. **DO NOT LEAVE BLANK.**

ITEM #7. In the event that obstruction marking and lighting is required, please indicate type desired. If no preference, check "other" and indicate "no preference" **DO NOT LEAVE BLANK.** NOTE: High Intensity lighting shall be used only for structures over 500' AGL. In the absence of high intensity lighting for structures over 500' AGL, marking is also required.

ITEM #8. If this is an existing tower that has been registered with the FCC, enter the FCC Antenna Structure Registration number here.

ITEM #9 and #10. Latitude and longitude must be geographic coordinates, accurate to within the nearest second or to the nearest hundredth of a second if known. Latitude and longitude derived solely from a hand-held GPS instrument is NOT acceptable. A hand-held GPS is only accurate to within 100 meters (328 feet) 95 percent of the time. This data, when plotted, should match the site depiction submitted under ITEM #20.

ITEM #11. NAD 83 is preferred; however, latitude and longitude may be submitted in NAD 27. Also, in some geographic areas where NAD 27 and NAD 83 are not available other datums may be used. It is important to know which datum is used. **DO NOT LEAVE BLANK.**

ITEM #12. Enter the name of the nearest city and state to the site. If the structure is or will be in a city, enter the name of that city and state.

ITEM #13. Enter the full name of the nearest public-use (not private-use) airport or heliport or military airport or heliport to the site.

ITEM #14. Enter the distance from the airport or heliport listed in #13 to the structure.

ITEM #15. Enter the direction from the airport or heliport listed in #13 to the structure.

ITEM #16. Enter the site elevation above mean sea level and expressed in whole feet rounded to the nearest foot (e.g. 17'3" rounds to 17', 17'8" rounds to 18'). This data should match the ground contour elevations for site depiction submitted under ITEM #20.

ITEM #17. Enter the total structure height above ground level in whole feet rounded to the next highest foot (e.g. 17'3" rounds to 18'). The total structure height shall include anything mounted on top of the structure, such as antennas, obstruction lights, lightning rods, etc.

ITEM #18. Enter the overall height above mean sea level and expressed in whole feet. This will be the total of ITEM #16 + ITEM #17.

ITEM #19. If an FAA aeronautical study was previously conducted, enter the previous study number.

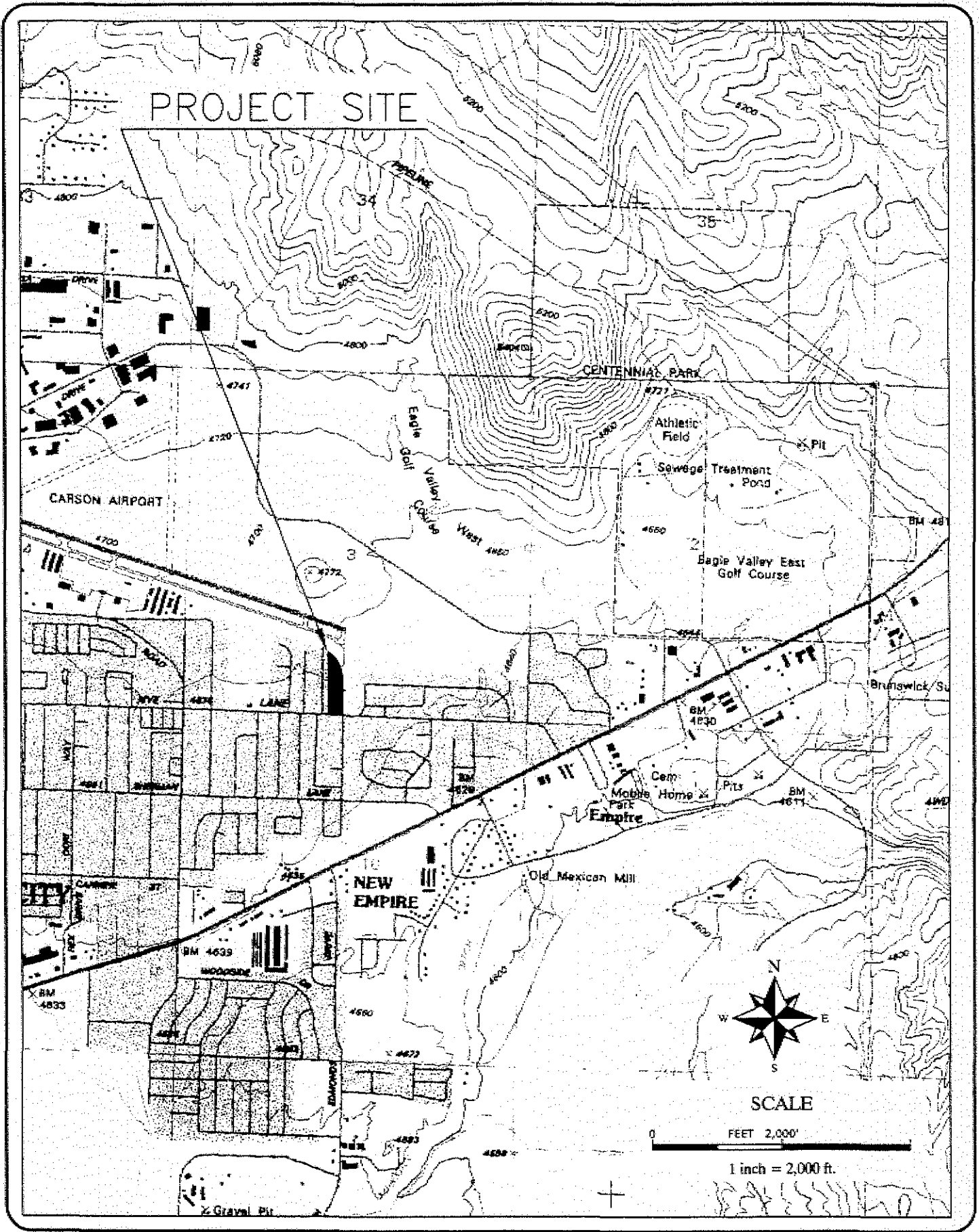

ITEM #20. Enter the relationship of the structure to roads, airports, prominent terrain, existing structures, etc. Attach an 8-1/2" x 11" non-reduced copy of the appropriate 7.5 minute U.S. Geological Survey (USGS) Quadrangle Map MARKED WITH A PRECISE INDICATION OF THE SITE LOCATION. To obtain maps, contact USGS at 1-800-435-7627 or via internet at "<http://mapping.usgs.gov>". If available, attach a copy of a documented site survey with the surveyor's certification stating the amount of vertical and horizontal accuracy in feet.

ITEM #21.

- For transmitting stations, include maximum effective radiated power (ERP) and all frequencies.
- For antennas, include the type of antenna and center of radiation (Attach the antenna pattern, if available).
- For microwave, include azimuth relative to true north.
- For overhead wires or transmission lines, include size and configuration of wires and their supporting structures (Attach depiction).
- For each pole/support, include coordinates, site elevation, and structure height above ground level or water.
- For buildings, include site orientation, coordinates of each corner, dimensions, and construction materials.
- For alterations, explain the alteration thoroughly.
- For existing structures, thoroughly explain the reason for notifying the FAA (e.g. corrections, no record or previous study, etc.).

Filing this information with the FAA does not relieve the sponsor of this construction or alteration from complying with any other federal, state or local rules or regulations. If you are not sure what other rules or regulations apply to your proposal, contact local/state aviation and zoning authorities.

Paperwork Reduction Work Act Statement: This information is collected to evaluate the effect of proposed construction or alteration on air navigation and is not confidential. Providing this information is mandatory for anyone proposing construction or alteration that meets or exceeds the criteria contained in 14 CFR, part 77. We estimate that the burden of this collection is an average 19 minutes per response. An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2120-0001.

9600 Prototype Ct.
 RENO, NEVADA 89521
 TEL: (775) 324-1212
 FAX: (775) 324-2311

Quad Knopf

USGS TOPOGRAPHY REFERENCE MAP

CARSON CITY SCHOOL DISTRICT

PROPOSED SUBDIVISION PLAN
IMPACT STATEMENT

SUBDIVISION E. NYE LANE MANUFACTURED HOUSING PUD UNITS 35

NRS 278.349 - Availability of School Services:

This property consists of 35 single family planned unit development. Our impact statement indicates the total number of children that this project generates and which schools are affected.

Transportation: Transportation will be provided to the applicable, zoned schools in accordance with Carson City School District policies and regulations.

- A. Transportation would be provided to Fremont Elementary, Carson Middle School and Carson High School from this area

Staffing/Supplies/Other: As enrollment increases, funds for staffing, materials and other costs are made available through the State of Nevada per pupil funding allocations, 2003-04 allotment is approximately \$4,800 per pupil.

Elementary School (s): Fremont Elementary # Students 14

Middle School: Carson Middle School # Students 5

High School: Carson High School # Students 8

Discussion: Fremont Elementary School, Carson Middle School and Carson High School are currently at capacity and to accommodate these additional students will require increasing either the square footage of the facilities or by increasing the student teacher ratio.

NRS 278.346 - Site Acquisition: Being reviewed by Master Plan Committee.

Michael A. Mitchell
Signature

Director of Operations
Title

April 27, 2007
Date

DEVELOPMENT SERVICES DEPARTMENT

ADMINISTRATION
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

BUILDING and SAFETY DIVISION PERMIT CENTER
2621 Northgate Lane, Suite 6
Carson City, NV 89706-1319
Ph: 775-887-2310
Fx: 775-887-2202

CAPITAL PROJECTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

CONTRACTS
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

ENGINEERING DIVISION
2621 Northgate Lane, Suite 54
Carson City, NV 89706-1319
Ph: 775-887-2300
Fx: 775-887-2283

FLEET SERVICES
3303 Butti Way, Building 2
Carson City, NV 89701-3498
Ph: 775-887-2356
Fx: 775-887-2258

PLANNING DIVISION
2621 Northgate Lane, Suite 62
Carson City, NV 89706-1319
Ph: 775-887-2180
Fx: 775-887-2278

PUBLIC WORKS OPERATIONS
(Water, Sewer, Wastewater, Streets, Landfill, Environmental)
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

TRANSPORTATION
3505 Butti Way
Carson City, NV 89701-3498
Ph: 775-887-2355
Fx: 775-887-2112

CARSON CITY NEVADA
Consolidated Municipality and State Capital



DEVELOPMENT SERVICES - PUBLIC WORKS OPERATIONS FIRE FLOW DATA SHEET

Testing Personnel: Rob SLINE

Date of Test: 7/13/06 Time of Test: 9:00 Am

Requested By: DAVE / QUAD KLOPF GUM Phone: 324-1212

Fax: 324-2311

Test Locations: (Street and Cross Street)

NYE & CENTURY DR

Pressure Zone: 4880

Comments: _____

Mainline Size: 6"

Pressure: Static (S) 90 PSI

Residual (R) 75 PSI

Pilot (P) 60 PSI

Pitot Flow Value 1220 GPM

Exit Coefficient (C) .845 Exit Diameter (inches) (D) 2.5

Q = Flow Quantity From Hydrant

$$Q = (29.83) \times (C) \times (D^2) \times (\sqrt{P})$$

$$Q = (29.83) \times (.845) \times (6.25) \times (7.746)$$

$$Q_1 = 1220.3 \text{ Gallons Per Minute}$$

Available Water Calculation:

$$D_1 = (S) - (R)$$

$$D_1 = 90 - 75 = 15$$

$$D_2 = (S) - 20 \text{ PSI}$$

$$D_2 = 90 - 20 \text{ PSI} = 70$$

$$Q_A = Q_1 \times \sqrt{(D_2/D_1)}$$

$$Q_A = 1220 \times \sqrt{(70/15)}$$

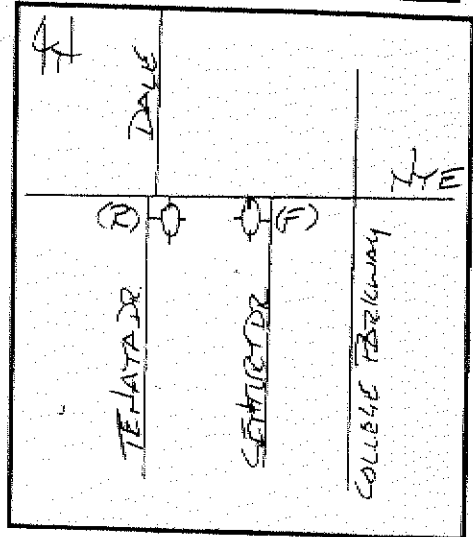
$$Q_A = 2635.5$$

If $Q_A \geq Q_1$, then;

$$Q_{AT} = [(Q_A - Q_1) \times .1] + Q_1$$

$$Q_{AT} = [(2635 - 1220) \times .1] + 1220 = 2777.0$$

$Q_{AT} = 2,777$ G.P.M. = Total Available Water at 20 PSI Residual.



CARSON CITY MAIN POST OFFICE



Growth Management Coordinator

July 16, 2007

Jeffrey A Foster, AICP
QUAD KNOFF
9600 Prototype CT
Reno NV 89521

RE: Nye Circle Project

We have reviewed proposed location for Nye Circle Project; tentatively your requested location for CBU's is approved. Developer will be required to complete a Delivery Agreement with Post Office upon installation of an approved Central Box Unit (CBU). Enclosed is a diagram for pad requirements for a multiple units.

Should you have any questions or if the developer needs to contact me, I can be reached at the number below.

Sincerely,

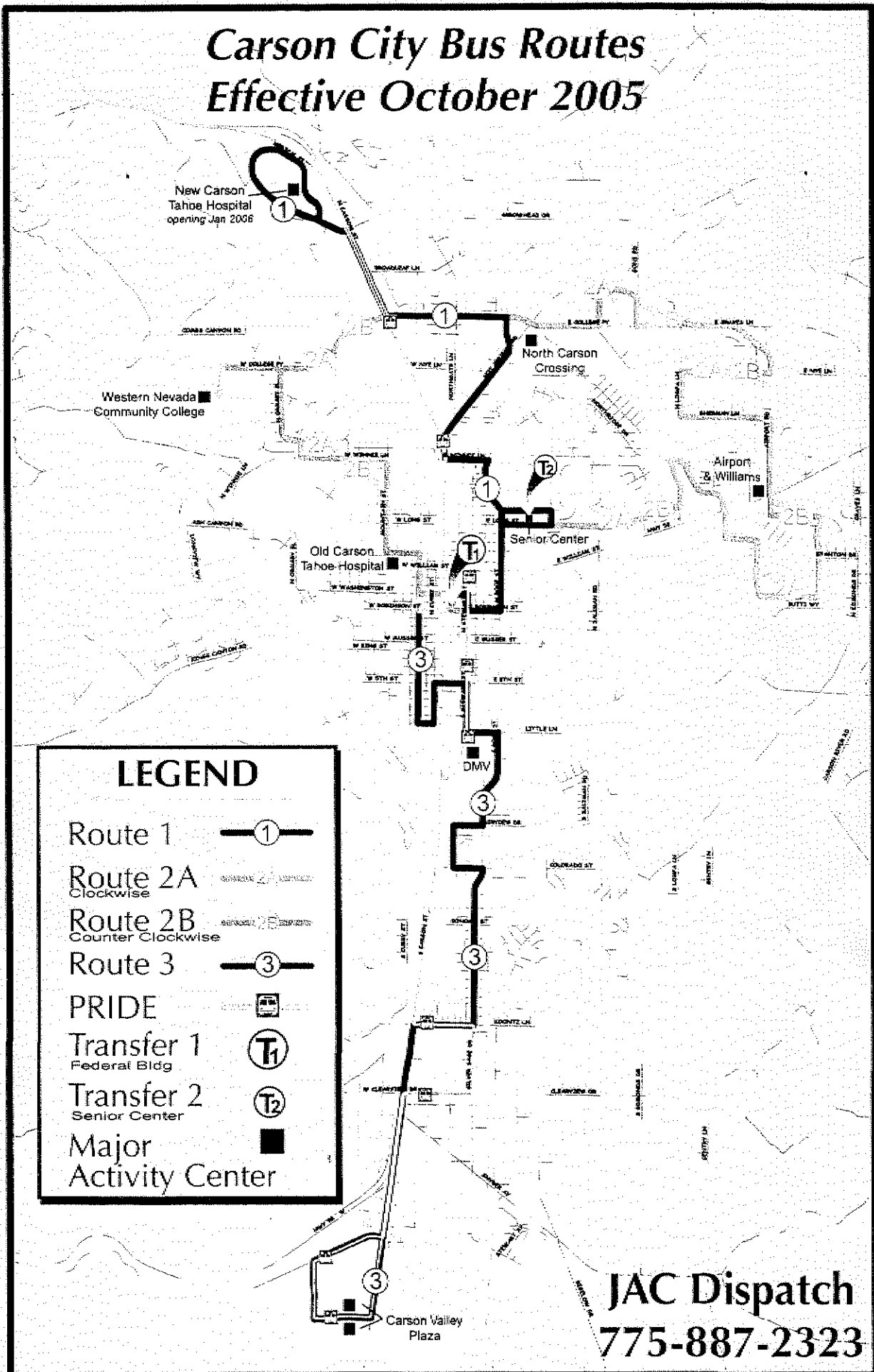
A handwritten signature in black ink, appearing to read "Tony Spotts", written over a horizontal line.

Tony Spotts
Growth Management Coordinator

1111 S ROOP STREET
CARSON CITY NV 89701-9998
775 884-2300

Route Map & Schedule

Carson City Bus Routes Effective October 2005



LEGEND

- Route 1
- Route 2A Clockwise
- Route 2B Counter Clockwise
- Route 3
- PRIDE
- Transfer 1 Federal Bldg
- Transfer 2 Senior Center
- Major Activity Center

JAC Dispatch
775-887-2323

