

LATE INFORMATION #2
ITEM F-6

September 25, 2015

Carson City Planning Commission
108 E. Proctor St.
Carson City, NV 89701

Attn: Susan Dorr Pansky, Planning Manager



Re: SUP -15-077

Dear Commissioners:

The above referenced matter is on your agenda for the September 30, 2015 meeting. Much of this letter is to provide some background to the Silver Oak Planned Unit Development (PUD), its' related approval and collateral documents from the Fall of 1993 and the Amendment to the Silver Oak PUD in 1998.

The Silver Oak project was the second project planned on what was the Harutoonian Ranch. The first project that was proposed by the Harutoonian family was one dominated by a large apartment complex on the easterly edge of the ranch. That project was met with a full Community Center auditorium, in opposition to that specific land use plan.

Subsequently, the Silver Oak project was proposed as a Planned Unit Development on 651 acres which provided for 1181 residential units, a commercial village, a larger commercial project site (the former K-Mart site) and provided in excess of 45% open space.

In 1997 an Amendment to the Planned Unit Development and Development Agreement added 5 acres and 24 additional residential units creating a new Project PUD total of 656 acres and 1205 residential units. That Amendment to the PUD was finally approved in 1998.

During the initial planning process, the Silver Oak project utilized the "visioning" planning process that Carson City had initiated to determine the land use visual elements most favored by the community (Visual Preference Survey). Those attributes were embodied in the Design Guidelines for the Silver Oak project and related to the use of cul-de-sacs, higher density residential buffered by the golf course layout, wider

paths throughout the community and a large portion of open areas that could be viewed by pedestrians, motorists and residents throughout the community.

As a general proposition, that plan and those “visioning” concepts have been adhered to for nearly two decades. One of the concepts discussed and envisioned was the mixed use characteristics for the Village Commercial area. At the time of the initial project approval the mixed use concept was regaining favor from its early genesis in crowded urban areas where the family shop was located on the bottom floor of a building with Mom and Dad and kids on one floor and Grandpa and Grandma on another. The new mixed use developments of places like Sunnyvale, Lake Las Vegas and many urban centers were more refined with a blend of office, retail and sporadic residential, more in clusters of 4 to 8 dwelling units interspersed through a commercial core much like what is beginning to occur in downtown Carson.

The discussions of this type of design characteristic were fully embraced by Carson City's then lead planner Juan Guzman and these characteristics are envisioned and anticipated in the Notice of Decision Findings of July 29, 1998.

The site which is the subject of the specific application was originally planned as an Inn, a transient occupancy use, envisioned to be comprised of approximately 40-50 rooms with a lobby and gathering area to support the golf course activities and tournaments and to provide a different level of lodging for the community and visitors.

While there are restrictive covenants that are applicable to this property which may be enforced by adjacent property owners relative to land uses, project design characteristics, landscaping and the like, the issue before the Planning Commission is whether an increase of 90 units in density to the PUD, with an intensity of use well beyond anything envisioned in the 1993 approval, in a location which is not buffered by open space is properly the subject of a Special Use Permit hearing or whether, as in 1997 when only 5 acres and 24 units were added, there is need to have an Amendment to the Planned Unit Development and accompanying Development Agreement. With nearly half of the project built following one path the PUD Amendment process would be the more appropriate determination for such a significant departure in the character of this particular portion of the Planned Unit Development.

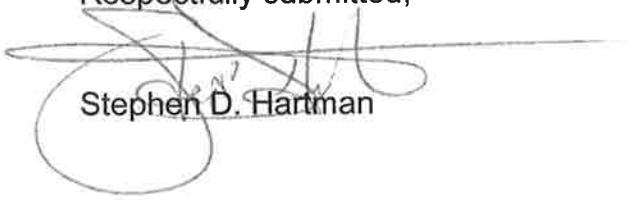
While the specifics of the proposed Special Use Permit may be contrary to specifics of the CC&Rs, that is not the arena for the Planning Commission. Whether the proposed SUP is appropriate or whether an amendment to the Silver Oak Planned Unit Development approval is the more appropriate and proper path for consideration and approval are the questions that the Planning Commission must answer.

Planned Unit Developments set forth an integrated and complimentary pattern of uses, exterior designs and roadway patterns. Master planned projects which are typically PUDs are oriented to maximize view sheds, open areas and compatible land uses as well as architectural styles. They are more than just numbers of lots and average daily vehicle trips; they represent a vision of what a community within a community will be.

Carson City has and continues to have a limited area upon which development and redevelopment can occur. It is important to the long term viability of the community and to the Silver Oak community within that greater Carson City community that appropriate consideration on the Silver Oak Planned Unit Development be vetted as it relates to this deviation from the PUD approved previously. In striving to maintain the integrity of the Master Planned PUD concept and the vision of our community previously approved the Planning Commission should take no action on the pending Special Use Permit application and should direct the property owner to undertake an amendment of the underlying PUD approval. Such a PUD amendment process will allow the residents and businesses of Silver Oak, as well as the Carson City community as whole, to fully consider this very significant change to the original vision of the Silver Oak Commercial Village. Approval of the pending application without additional community input and participation would be to disrespect the many years of planning and significant investments made by owners of property within the PUD that has gone into appropriately developing this area that is truly the gateway to Carson City. An intensity of land use of this magnitude, without consideration to adjoining land uses was never envisioned or contemplated when originally presented to Carson City.

Attached are various documents that relate to the Village, the original approval and design guidelines for your review.

Respectfully submitted,


Stephen D. Hartman



CITY OF CARSON, STATE OF NEVADA
REGIONAL PLANNING COMMISSION
JULY 29, 1998

NOTICE OF DECISION

A special use permit application, U-97/98-63, was received from Steve Hartman (property owner: Silver Oak Development Company) to allow utilization of a temporary clubhouse facility (pre-manufactured building) for golf course operation until a permanent facility is constructed on property zoned Tourist Commercial (TC), located at No. 1 Country Club Drive, APN 7-461-10 and 8-061-69, pursuant to the requirements of the Carson City Municipal Code.

The Regional Planning Commission conducted a public hearing on July 29, 1998, in conformance with City and State legal requirements, and the Regional Planning Commission approved U-97/98-63, and based its decision on the following findings and subject to the following conditions of approval:

FINDINGS

1. Will be consistent with the master plan elements.

The project is found to be consistent with Goal 1, Policy 1.1, which reads to advocate land use patterns which create vitality, diversity and compatibility, and to provide land for future development without sacrificing the character and qualities identified as desirable by the citizens of Carson City. This policy and goal is advanced by the project facilitating the ability of the Silver Oak Development to provide the daily administration and running of the golf course.

Policy 1.4 is advancing in the future adjacent commercial areas which may allow the development in a compatible fashion with the proposed temporary facility and golf course.

Policy 1.8 was advanced since this project resulted from the approval of a planned unit development, mixing uses to a very large extent.

Goal No. 2, calling to promote better community design, appearance and recognition of Carson City as identified in the various design guidelines, the Visual Preference Survey, Capital City Focus and Downtown Master Plan has been followed by the planned unit development design manual. The golf course is an integral part of the planned unit development and has been designed for commercial and residential areas to take advantage of views and location of open space.

Goal No. 3, Policy 3.1, is advanced because the project is consistent with the approved development plan, and it fosters the opening of a recreational product for the community in keeping with the Growth Management goals and City services.

Goal No. 4, Policy 4.1, is advanced because the project creates a new business opportunity within Carson City under the guidelines of the approved Silver Oak Planned Unit Development.

Goal No. 7, Policy 7.1 and 7.2, are advanced because the project will have readily available all public infrastructure required for the level of service mandated by Carson City.

Goal No. 8, Policy 8.6 and 8.9, are advanced because the project offers new recreational opportunities for local citizens and a new opening business created by the golf course in accordance with the approved Silver Oak master plan.

2. Will not be detrimental to the use, peaceful enjoyment, economic value, or development of surrounding properties or the general neighborhood; and will cause no objectionable noise, vibrations, fumes, odors, dust, glare or physical activity.

During construction there may be objectionable noise, vibrations, fumes, odors, dust, glare or physical activity, however, the site is located very remotely from any residential area, and therefore, no detrimental, temporary or permanent effects are anticipated. The temporary clubhouse will allow Silver Oak the opportunity to begin the utilization of the golf course for play while the permanent facilities are constructed.

3. Will have little or no detrimental effect on vehicular or pedestrian traffic.

The proposed clubhouse will have no detrimental effect on vehicular or pedestrian traffic. Separate parking and pedestrian facilities are available throughout the golf complex and the receiving area where the clubhouse is proposed.

4. Will not overburden existing public services and facilities, including schools, police and fire protection, water, sanitary sewer, public roads, storm drainage, and other public improvements.

The proposed clubhouse will not overburden any existing public services and facilities as evidenced by the comments received by other departments.

5. Meets the definition and specific standards set forth elsewhere in this title for such particular use and meets the purpose statement of that district.

The proposed uses allowed subject to approval of the special use permit are in accordance with the provisions of the Carson City Municipal Code

6. Will not be detrimental to the public health, safety, convenience and welfare.

No evidence has been received that the proposed use will be detrimental to the public health, safety, convenience and welfare.

7. Will not result in material damage or prejudice to other property in the vicinity.

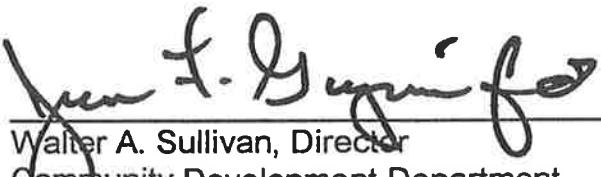
The proposed use will facilitate the ability of Silver Oak Development to provide services while permanent facilities are constructed.

CONDITIONS OF APPROVAL

1. All development shall be substantially in accordance with the attached site development plan.
2. All on and off-site improvements shall conform to City standards and requirements.
3. The use for which this permit is approved shall commence within twelve months of the date of final approval. A single, one-year extension of time must be requested in writing to the Community Development Department thirty days prior to the one year expiration date. Should this permit not be initiated within one year and no extension granted the permit shall become null and void.
4. The applicant must sign and return the Notice of Decision within ten (10) days of receipt of notification. If the Notice of Decision is not signed and returned within ten days, then the item will be rescheduled for the next Planning Commission meeting for further considerations.
5. All other departments' conditions of approval, which are attached, shall be incorporated as conditions of this report.
6. This facility may remain in use for a maximum of one year from the date of approval of this special use permit, and shall be removed not later than 30 days after the permanent structure has been occupied.
7. As part of the building permit for the utilization of this facility, the applicant shall provide landscaping improvements commensurate to the extent of parking

facilities to be made available for the temporary use. All areas in the immediate vicinity of the temporary clubhouse shall be revegetated prior to the use of the facility as a temporary office."

The decision was made on a vote of 7 ayes, 0 nays and 0 absent.



Walter A. Sullivan, Director
Community Development Department

WAS/rmj

Mailed 9/1/98 By RJm

PLEASE SIGN AND RETURN THIS NOTICE OF DECISION WITHIN TEN DAYS OF RECEIPT.

This is to acknowledge that I have read and will comply with the Conditions of Approval as approved by the Carson City Regional Planning Commission.

APPLICANT

DATE

PLEASE PRINT YOUR NAME HERE

RETURN TO:

Carson City Community Development Department
2621 Northgate Lane, Suite 62
Carson City, Nevada 89706
ATTN: Rose Mary Johnson

Enclosures: Planning Commission Notice of Decision (2 copies - Please sign and return only one; the second copy is for your records)
Self-addressed envelope



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

July 9, 1998

MEMO TO: Juan Guzman, Community Development Department
FROM: Daren Winkelman, Health Department
SUBJECT: Planning Commission Comments for Steve Hartman, No. 1 Country Club Drive, U-97/98-63, APN 7-461-10 and 8-061-69 and Lynn Edmondson, 504 East Telegraph, U-97/98-65, APN 4-234-04.

In our experience, most clubhouses will have a certain amount of food preparation within the facility. Fortunately, these facilities are permanent and meet all current local and state regulations. Under our current regulations, we will not allow a temporary trailer to prepare or serve any potentially hazardous food products. If they want to sell food, the only products that we will allow are non potentially hazardous foods such as packaged potato chips, canned soda and packaged candy bars. Prior to any sale of food, we must evaluate the facility to determine if it is adequate. Please have the applicant contact our department for details regarding our policies and regulations for food service.

On the application for Lynn Edmondson, it states that the facility could be licensed for twenty one (21) infants. After careful review of the project, we determined that there is only one restroom with one fixture. The regulations state that with this configuration, they will only be allowed fifteen (15) infant-toddlers. If they add one more fixture to the restroom, the number of children could be increased. We will need to conduct a pre-licensing inspection prior to operation of the facility.



CARSON CITY PUBLIC WORKS DEPARTMENT
PLANNING COMMISSION REPORT
FILE NUMBER U-97/98-63

RECEIVED

JUL 21 1998

DATE: July 20, 1998

MEETING DATE: July 20, 1998

TO: Planning Commission

FROM: Tim Homann, P.E., Deputy Public Works Director *Tim Homann*

SUBJECT TITLE: Action on a special use permit to allow a temporary golf clubhouse facility on property zoned Tourist Commercial (TC) on APN's 07-461-10 and 08-061-69 at #1 Country Club Drive for Silver Oak Development.

RECOMMENDATION: Public Works has no objection to the request and has no conditions of approval.

DISCUSSION: Public Works has reviewed the request within our areas of purview relative to adopted standards and practices and to the provisions of C.C.M.C. 18.02, Conditional Uses. The following discussion is offered.

C.C.M.C. 18.02.062(1) - Adequate Plans

The information submitted by the applicant is adequate for this analysis.

C.C.M.C. 18.02.062(5a) - Master Plan

The request is not in conflict with any Public Works Master Plans for streets or storm drainage.

C.C.M.C. 18.02.062(5c) - Traffic/Pedestrians

The proposal will be a temporary facility in a location which has adequate infrastructure for the use. All necessary traffic and pedestrian improvements will be available for the temporary use and are designed to provide for the needs of the proposed use.

C.C.M.C. 18.02.062(5d) - Public Services

Any impacts of the proposed use on water or sewer will be addressed by the Utility Department. The use will not generate any storm drainage issues.



CARSON CITY, NEVADA

CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

MEMORANDUM

TO: Planning Commission

FROM: Steven G. Mihelic

DATE: July 7, 1998

SUBJECT: AGENDA ITEMS FOR MEETING OF JULY 29, 1998



I reviewed the items scheduled for the July 19, 1998 meeting of the Carson City Regional Planning Commission and have the following comments:

- ◆ U-93/94-6 Kmart Store / Willmington Trust Co. I have no comment on the six month extension of the special use permit.
- ◆ U-94/95-17 Ernst Home Center / TM Wakimoto. I have no comment on the six month review of the special use permit.
- ◆ U-97/98-51 and GM-97/98-2 Jaramer Real Estate Developer. The applicant will need to meet all codes relative to the development of this particular project. The fire department may also require some additional access provisions to facilitate emergency medical service to this particular facility.
- ◆ A-97/98-11 Sue Allen. I have no particular concern with the ceramics with kiln addition as a permitted use in the RC zoning district.
- ◆ U-97/98-56 Vince Saver / Harold Elderman. The applicant will need to meet all codes relative to this particular project.
- ◆ U-97-98-57 Alan A. Moss. The we have no significant concern with the rental car business as an accessory use provided they meet all codes related to the business.
- ◆ U-97/98-58 Louise Lightner. I have no particular concern in relative to the project. The applicant will need to meet all appropriate codes and requirements for this use.

Agenda items for July 29, 1998 meeting

July 7, 1998

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- ◆ U-97/98-59 Reagan Outdoor Advertising. I have no concern with the billboard.
- ◆ Z-97/98-10 Steve Hartman / Silver Oak Development Co. I have no significant concern with the requested change of land use.
- ◆ U-97/98-60 Reagan Outdoor Advertising. I have no concern with the continued use of a billboard.
- ◆ U-97/98-61 Young Electric Sign / Jeanie White & Bruce Sanders. I have no concern with the continuation of the outdoor billboard.
- ◆ U-97/98-62 Young Electric Sign / John Tom Ross. I have no concern with the continued use of the outdoor structure.
- ◆ U-97/98-63 Steve Hartman / Silver Oak Development Co. I have no significant concern with this proposal provided the applicant meets all appropriate codes and that the requirements to the Uniform Fire Code are met prior to the opening of the facility.
- ◆ U-97/98-64 Andrew Jones / Harrah's Operating Club. I have no concern with the continued use of a billboard.
- ◆ U-97/98-65 Lynn Edmondson. I have no significant concern with the extension of the current day care facility. The facility will need to meet all codes and requirements relative to its particular use and expansion to include those State Fire Marshall regulations that apply.
- ◆ V-97/98-16 John Nickerson. I have no concern with the varied monument signs.
- ◆ U-97/98-66 Beth Walsh. I have no significant concern with the split zone parcel. The applicant will need to meet all codes as they relate to this project.
- ◆ V-97/98-17 Joseph Dolan. The applicant will need to meet the provisions of the Wildland Urban Interface Code in order to proceed with this particular project.
- ◆ V-97/98-18 Steve Taylor/Dennis Small. I have no concern with the variance to the sign standards, in-so-long-as the appropriate codes are met for the project.

- ◆ V-97/98-19 Palmer & Lauder Engineering. The applicant will need to meet all codes as they relate to this particular project.
- ◆ U-97/98-37 and V-97/98-20 Frank Snopko. The applicant will need to meet all codes relative to this particular project to include access, fire flows and any construction requirements that may be required.
- ◆ S-97/98-6 Sierra Structural Development, MPA-97/98-2 and Z-97/98-11 Silver State Consultants. The applicant will need to meet all codes as they relate to this particular project. Additionally, because of the length of the cul-de-sac there may be additional fire hydrant requirements beyond the usual spacing. These requirements will be assessed at the time of the construction plan review phase. Additionally, the applicant will need to have the street name approved by the fire department.
- ◆ U-97/98-67, U-97/98-68 and U-97/98-69 Michael Mitchell. I have no significant concern with the school district placing portables at the noted locations. The portables must conform to the appropriate codes and be placed so as to not violate any of the provisions of the Uniform Fire Code.

If I can be of any further assistance or you need additional information, please feel free to contact me at 887-2220, ext. 13.

SGM/lb

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that the barricades should remain until the stop signs are installed. Both Supervisors Tatro and Bennett felt it was necessary to keep the one barricade at Desatoya and Airport Road until another alternative is created. Mayor Teixeira then passed the gavel to Mayor Pro-Tem Bennett and moved that the Board instruct the Public Works Department to remove all the barricades in the area that are presently there and, 1. To install two stop signs on Woodside Drive at the best points, which the map indicates the ideal areas may be at Monte Rosa and a second point, 2. To install two stop signs on Desatoya, which could be Monte Rosa and Siskiyou, and due to the point that the traffic needed to be slowed down on the streets leading into the Empire School, 3. To install a stop sign at the intersection of Airport and Gordonia, which should slow the traffic prior to the left turn. He then directed staff to work with the community and return if additional changes are necessary. Supervisor Smith seconded the motion. Discussion ensued on the locations for stop signs. Supervisor Tatro suggested the motion be amended to include a three-way stop at Gordonia and Monte Rosa, however, following discussion felt it was not feasible. Mr. Homann indicated the barricades could be removed tomorrow, however, was unsure when the stop signs could be installed but felt that a week was possible. Supervisor Smith suggested the motion be amended to include Public Works to bring back other alternatives for resolving the problem for the entire area. Mayor Teixeira felt this had been addressed in his statement that it was a start and could be modified as time requires. Clarification for both Mr. O'Brien and Mr. Lipparelli indicated Mayor Teixeira's number of stop signs did not mean the number to be installed at one location but rather the number of sites to be located on that street--two separate sites on Woodside and two on Desatoya. Mr. O'Brien requested clear direction that the signs on Woodside be at Siskiyou and Monte Rosa. Mayor Teixeira agreed to "try it". Mr. O'Brien noted that none of the intersections warranted stop signs. Mayor Teixeira then amended his motion to place stop signs on Woodside at Monte Rosa and at Woodside and Siskiyou. He then clarified his motion to indicate there would be stop signs at La Loma and Monte Rosa. Supervisor Smith continued his second. Mayor Teixeira indicated the recommendations made by Mr. O'Brien would be the ones "we will go with". Supervisor Smith continued his second. The motion as amended was voted by roll call with the following results: Ayres - Yes; Tatro - No; Smith - Yes; Teixeira - Yes; and Mayor Pro-Tem Bennett - Yes. Motion carried 4-1.

REAK: An eight minute recess was declared at 7:18 p.m. When the meeting reconvened at 7:26 p.m. the entire Board was present constituting a quorum. Mayor Pro-Tem Bennett returned the gavel to Mayor Teixeira.

3. COMMUNITY DEVELOPMENT DIRECTOR - Walter Sullivan, Parks and Recreation Director Steve Kastens, Senior Planner Juan Guzman, and Associate Planner Sandra Denforth

4. PLANNING COMMISSION REVIEW AND APPEAL ITEMS - ACTION ON MPA-93/94-1 - MASTER PLAN AMENDMENT REQUEST FROM G.T.S. PARTNERS, INC. (PROPERTY OWNERS: SILVER OAK DEVELOPMENT COMPANY, MARSHALL ASHCRAFT AND NEVADA CHILDREN'S FOUNDATION) TO AMEND THE MASTER PLAN LAND USE DESIGNATION FROM

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COMMERCIAL AND SUBURBAN RESIDENTIAL AND LOW DENSITY RESIDENTIAL TO LOW DENSITY RESIDENTIAL AND COMMERCIAL, AND TO AMEND THE STREETS AND HIGHWAYS MASTER PLAN ELEMENT REGARDING THE REALIGNMENT OF THE PROPOSED GRAVES LANE TO DMBS CANYON ROADWAY TO CONNECT INSTEAD WITH WEST NYE LANE NEAR THE WESTERN NEVADA COMMUNITY COLLEGE, ON APPROXIMATELY 683 ACRES OF LAND LOCATED IN THE NORTHWEST PORTION OF CARSON CITY BETWEEN U.S. HIGHWAY 395 ON THE EAST, THE WESTERN NEVADA COMMUNITY COLLEGE CAMPUS AND THE UNIVERSITY HEIGHTS DIVISION ON THE WEST, WINNIE LANE ON THE SOUTH AND THE EAGLE VALLEY CHILDREN'S HOME ON THE NORTH, ASSESSOR'S PARCEL NUMBERS 8-061-02, 8-061-17, -091-55, 7-091-56, 7-091-57, 7-091-58, AND 7-091-68 (PORTION) - (PLANNING COMMISSION APPROVED 7-0-0-0)

B. ORDINANCE - FIRST READING - ACTION ON Z-93/94-1 - AN ORDINANCE AFFECTING A CHANGE OF LAND USE ON ASSESSOR'S PARCEL NUMBERS 8-061-02 AND 17, -091-55, 56, 57, AND 7-091-68 (PORTION), SAID PARCELS BEING LOCATED IN THE NORTHWEST PORTION OF CARSON CITY, WEST OF HIGHWAY 395, SOUTH OF EAGLE VALLEY CHILDREN'S HOME, NORTH OF WINNIE LANE, EAST OF WESTERN NEVADA COMMUNITY COLLEGE AND UNIVERSITY HEIGHTS SUBDIVISION IN CARSON CITY, NEVADA, FROM SINGLE FAMILY TWO ACRE (SF2A), SINGLE FAMILY ONE ACRE (SF1A), SINGLE FAMILY 12,000 (SF12000), AND CONSERVATION RESERVE (CR) TO SINGLE FAMILY 12,000-PUD (2000-PUD), RETAIL COMMERCIAL-PUD (RC-PUD), TOURIST COMMERCIAL-PUD (C-PUD), RESIDENTIAL OFFICE-PUD (RO-PUD), AND NEIGHBORHOOD BUSINESS-PUD (NB-PUD) ZONING (PLANNING COMMISSION APPROVED 7-0-0-0)

C. PLANNING COMMISSION REVIEW ITEMS

i. ACTION ON P-93/94-1 - A REQUEST FROM G.T.S. PARTNERS, INC. PROPERTY OWNERS: SILVER OAK DEVELOPMENT COMPANY, MARSHALL ASHCRAFT AND NEVADA CHILDREN'S FOUNDATION) FOR A SF12000 PLANNED UNIT DEVELOPMENT (SILVER K PLANNED UNIT DEVELOPMENT) ON APPROXIMATELY 683 ACRES OF LAND; THE PROPOSED DEVELOPMENT WILL CONSIST OF APPROXIMATELY 308 ACRES OF OPEN SPACE; APPROXIMATELY 78.9 ACRES OF COMMERCIAL AREA; APPROXIMATELY 13.6 ACRES FOR PARK/SCHOOL SITE; APPROXIMATELY 225.2 ACRES FOR SINGLE FAMILY AND CLUSTER RESIDENTIAL DEVELOPMENT (FOR A TOTAL OF 1,181 LOTS); AND APPROXIMATELY 59.9 ACRES OF ROADWAYS; THE REQUEST ALSO INCLUDES VARIANCES FOR FRONT, SIDE AND REAR SETBACKS; BUILDING HEIGHTS; LOT SIZE AND WIDTHS; ROADWAY WIDTH; AND PERIPHERAL BOUNDARY SETBACKS; THE AREA IS CURRENTLY ZONED RETAIL COMMERCIAL (C), SINGLE FAMILY ONE ACRE (SF1A), SINGLE FAMILY 12,000 (SF12000), SINGLE FAMILY TWO ACRES (SF2A), AND CONSERVATION RESERVE (CR); THE PROPERTY IS LOCATED IN THE NORTHWEST PORTION OF CARSON CITY BETWEEN HIGHWAY 395 ON THE EAST, THE WESTERN NEVADA COMMUNITY COLLEGE CAMPUS AND UNIVERSITY HEIGHTS DIVISION ON THE WEST, WINNIE LANE ON THE SOUTH AND THE EAGLE VALLEY CHILDREN'S HOME ON THE NORTH; ASSESSOR'S PARCEL NUMBERS 8-061-02, 8-061-17, -091-55, 7-091-56, 7-091-57, 7-091-58, AND 7-091-68 (PORTION) - (PLANNING COMMISSION APPROVED 7-0-0-0)

ii. ACTION ON U-93/94-6 - A SPECIAL USE PERMIT APPLICATION FROM SILVER OAK DEVELOPMENT COMPANY TO ALLOW DEVELOPMENT OF A SUPER K-MART BUSINESS ON A PARCEL OF LAND DIVIDED BY FOUR ZONING DISTRICTS (RETAIL COMMERCIAL (RC), SINGLE FAMILY ONE ACRE (SF1A), SINGLE FAMILY 12,000

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(SF12000), AND SINGLE FAMILY TWO ACRES (SF2A) ON APPROXIMATELY 540.88 ACRES LAND LOCATED IN THE NORTHWEST PORTION OF CARSON CITY BETWEEN U.S. HIGHWAY 35 ON THE EAST, THE WESTERN NEVADA COMMUNITY COLLEGE CAMPUS AND UNIVERSITY HEIGHTS SUBDIVISION ON THE WEST, WINNIE LANE ON THE SOUTH AND THE EAGLE VALLEY CHILDREN'S HOME ON THE NORTH ON A PORTION OF ASSESSOR'S PARCEL NUMBER 061-02 - (PLANNING COMMISSION APPROVED 7-0-0-0) (3-1265) - Steve Hartman, Traffic Engineer Gordan Shaw, Project Engineer George Thiel - Mr. Guzman noted for the record that the period for filing an appeal had passed without anyone filing an appeal. Mr. Hartman thanked staff and the community for his assistance throughout the process. Discussion among the Board, Mr. Hartman and staff included the (3-2389) (4-0525) ten-foot bike/park paths, the senior citizen housing cluster, (4-0105) inclusion of the V&T right-of-way in the open space calculations, reasons the commercial and cluster area open spaces were not included in the open space calculations, signalization sites and plans for the intersection of Ormsby and Community College Drive, the location of other signals, K-Mart and the project's drainage plans, low glare lighting, project roofing and architectural design plans, maintenance of the bike/park areas, various terms in the Super K-Mart contract, the golf course's effluent irrigation plans, location of and access to the school/park site, the joint school/park use plans, the K wall fence and screening efforts between the school and K-Mart, (4-1025) the number and size of the "lakes", access routes from the southern developed areas including streets which would reach K-Mart, Kimberly Meadows Drive, arterials Ivy Baldwin Drive and Community College Parkway, and their signalization. (4-0975) Discussion between Mayor Teixeira and Mr. Guzman emphasized that the final project would be similar to the matrix.

(-1328) BREAK: At 8:50 p.m. a ten minute recess was declared. When the meeting reconvened at 9 p.m. the entire Board was present constituting a quorum.

(-1335) Doretta Brown expressed her concern that the block wall fence would not stop individuals at the school from reaching K-Mart. Jim Robertson reported the project. Walter Sullivan, representing several adjacent property owners in the Dartmouth Drive area, outlined the residents' concerns and thanked staff and the developer for resolving those issues. Sullivan noted that he had not participated in staff's review of the development due to the potential conflict of interest.

Discussion ensued among the Board, Mr. Hartman, and Mr. Kastens on the right of the block and the project's Residential Construction Tax program.

(-1910) Supervisor Tatro noted his normal procedures for considering Board items. In this case, however, due to the magnitude of the project, he had previously heard and discussed the project. All of those concerns were contained within the supporting documentation. The Planning Commission's recommendations and the lack of community concern at this stage indicated he work the developer had undertaken to meet the needs and concerns of the community. He commended the developer on the quality and dedication of the project. Mr. Hartman noted there had been numerous meetings on the

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object. He felt that the project was acceptable due to the staff and the neighbors' knowledge of the issues and everyone's willingness to cooperate. commended all of the participants on their efforts.

-2102) Discussion among the Board and Mr. Hartman returned to the bike path along Community College Parkway. Mr. Hartman agreed to put another four foot path along the south side of the street. Supervisor Ayres noted the Parks and Recreation Commission had considered this issue and would support Mayor Teixeira's request. Supervisor Smith noted that the project would take many years to develop and Growth Management's control. Mr. Hartman explained the developers' plans were to "sell lots" but they could construct some of the homes. It would have at least a ten year buildout/sellout. The project is subject to Growth Management. Mr. Guzman entered into the record the following: 1. A letter from the Army Corps of Engineers indicating the area did not contain any wetlands; 2. A letter from the current K-Mart Manager supporting the K-Mart project; and 3. A petition containing over 1,300 signatures supporting K-Mart.

-2507) Supervisor Tatro moved that the Board approve a Master Plan amendment request from G.T.S. Partners, Inc., Property Owners: Silver Oak Development Company, Marshall Ashcraft, and Nevada Children's Foundation, A 93/94-1, to amend the Master Plan Land Use Designation from Commercial to Suburban Residential and Low Density Residential to Low Density Residential and Commercial and to amend the Streets and Highways Master Plan regarding the realignment of the proposed Graves Lane to Combs Canyon Roadway to connect instead with West Nye Lane near the Western Nevada Community College campus and University Heights subdivision on the west, Winnie Lane on the south and the Eagle Valley Children's Home on the north; Assessor's Parcels Number 8-061-02 and 17, 7-091-55, 56, 57, 58, and 68 based on the findings and conditions contained in the staff report and the Planning Commission recommendation. Mr. Guzman noted there were no conditions. Supervisor Bennett seconded the motion. Motion carried 5-0.

Supervisor Tatro moved that the Board introduce Bill No. 149 on first reading, AN ORDINANCE EFFECTING A CHANGE OF LAND USE ON ASSESSOR'S PARCELS 8-061-02 AND 17, 7-091-55, 56, 57, 58, AND 7-091-68 (PORTION), SAID PARCELS BEING LOCATED IN THE NORTHWEST PORTION OF CARSON CITY, WEST OF HIGHWAY 395, SOUTH OF EAGLE VALLEY CHILDREN'S HOME, NORTH OF WINNIE LANE, WEST OF WESTERN NEVADA COMMUNITY COLLEGE AND UNIVERSITY HEIGHTS SUBDIVISION IN CARSON CITY, NEVADA, FROM SINGLE FAMILY TWO ACRE (SF2A), SINGLE FAMILY ONE ACRE (SF1A), SINGLE FAMILY 12,000 (SF12000), AND CONSERVATION RESERVE (CR) TO SINGLE FAMILY 12,000-PUD (SF12000-PUD), RETAIL COMMERCIAL-PUD (RC-PUD), TOURIST COMMERCIAL-PUD (TC-PUD), RESIDENTIAL OFFICE-PUD (RO-PUD), AND NEIGHBORHOOD BUSINESS-PUD (NB-PUD) ZONING. Supervisor Bennett seconded the motion. Motion carried 5-0.

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CARSON CITY BOARD OF SUPERVISORS
Minutes of the September 16, 1993, Meeting
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upervisor Tatro moved that the Board approve a request from G.T.S. Partners, Inc.; property owners: Silver Oak Development Company, Marshall Craft, and Nevada Children's Foundation; P-93/94-1 for a SF12000 Planned Unit Development, Silver Oak Planned Unit Development, on approximately 683 acres of land; the proposed development will consist of approximately 308 acres of open space; approximately 78.9 acres of commercial area; approximately 13.6 acres for park/school site; approximately 225.2 acres for single family and cluster residential development, for a total of 1,181 lots; and approximately 59.9 acres of roadways; the request also includes variances for front, side and rear setbacks; building heights; lot size and widths; roadway width; and peripheral boundary setbacks; the area is currently zoned Retail Commercial, Single Family One Acre, Single Family 2,000, Single Family Two Acres, and Conservation Reserve on property located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights Subdivision on the west, Winnie Lane on the south, and the Eagle Valley Children's Home on the north; Assessor's Parcel Numbers 8-061-02, 8-061-17, 8-091-55, 56, 57, 58, and 68 based on the findings and subject to the conditions and stipulations contained in the staff report and Planning Commission recommendation. Supervisor Ayres seconded the motion. Clarification noted that the total acreage was 651 acres and Supervisor Tatro so amended his motion. Supervisor Ayres continued her second. Motion carried 5-0.

4-2735) Mr. Guzman requested the Board clarify Condition 20 of the Special Use Permit and explained the condition and amendment. Mr. Hartman agreed to the amendment. Supervisor Tatro then moved that the Board approve I-93/94-6, a Special Use Permit application from Silver Oak Development Company to allow development of a Super K-Mart business on a parcel of land divided by four zoning districts, Retail Commercial, Single Family One Acre, Single Family 12,000, and Single Family Two Acres, on approximately 540.88 acres of land located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights Subdivision on the west, Winnie Lane on the south, and the Eagle Valley Children's Home on the north on a portion of Assessor's Parcel Number 8-061-02, based on the findings and subject to the conditions contained in the staff report and Planning Commission recommendation with the sentence being added to Condition No. 20: "No idling of engines when delivering nor noise producing operations will be conducted outside the building from 10 p.m. through 6 a.m.". Supervisor Smith seconded the motion. Clarification noted that Condition 20 also contained the delivery truck restriction. Motion carried 5-0. Mayor Teixeira commended the developers on their expertise and professionalism on the project. The community would receive a quality project based on the presentations made.

Supervisor Ayres then moved to adjourn. Mayor Teixeira seconded the motion. Motion carried 5-0. Mayor Teixeira adjourned the meeting at 9:35 p.m.

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CARSON CITY BOARD OF SUPERVISORS

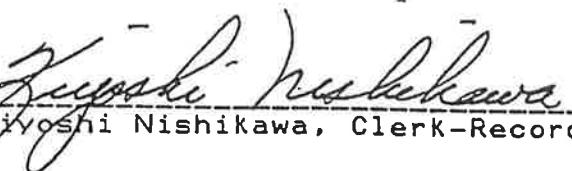
CARSON CITY BOARD OF SUPERVISORS
Minutes of the September 16, 1993, Meeting
Page 16

The Minutes of the September 16, 1993, Carson City Board of Supervisors
Meeting

ARE SO APPROVED ON October 21, 1993.


Marv Teixeira, Mayor

TEST:


Yoshi Nishikawa, Clerk-Recorder

000155121 18

RECEIVED
CARSON CITY BOARD OF SUPERVISORS
SEPTEMBER 16, 1993

NOTICE OF DECISION

A request was received from G.T.S. Partners, Inc. (property owners: Children's Foundation) for a SF12000 Planned Unit Development (Silver Oak Planned Unit Development) on approximately 651 acres of land. The proposed development will consist of approximately 572 acres of Single Family and Cluster Residential development (for a total of 1,181 lots); including a 13 acre park/school site; approximately 76 acres of Commercial area; approximately 2.5 acres of Residential Office area; and approximately 1.5 acres of Neighborhood Business area. The request also includes variances for front, side and rear setbacks; building heights; lot size and widths; roadway width; and peripheral boundary setbacks. The area is currently zoned Retail Commercial (RC), Single Family One Acre (SF1A), Single Family 12,000 (SF12000), Single Family Two Acres (SF2A), and Conservation Reserve (CR). The property is located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights subdivision on the west, Winnie Lane on the south and the Eagle Valley Children's Home on the north; APNs 8-061-02, 8-061-17, 7-091-55, 7-091-56, 7-091-57, 7-091-58, and 7-091-68 (portion).

The Board of Supervisors conducted a public hearing on September 16, 1993 in conformance with City and State legal requirements, and the Board of Supervisors approved a request from G.T.S. Partners, Inc. (property owners: Silver Oak Development Company; Marshall Ashcraft and Nevada Children's Foundation), P-93/94-1, for a SF12000 Planned Unit Development (Silver Oak Planned Unit Development) on approximately 651 acres of land. The proposed development will consist of approximately 572 acres of Single Family and Cluster Residential development (for a total of 1,181 lots); including a 13 acre park/school site; approximately 76 acres of Commercial area; approximately 2.5 acres of Residential Office area; and approximately 1.5 acres of Neighborhood Business area. The request also includes variances for front, side and rear setbacks; building heights; lot size and widths; roadway width; and peripheral boundary setbacks. The area is currently zoned Retail Commercial (RC), Single Family One Acre (SF1A), Single Family 12,000 (SF12000), Single Family Two Acres (SF2A), and Conservation reserve (CR) on property located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights subdivision on the west, Winnie Lane on the south and the Eagle Valley Children's Home on the north; APNs 8-061-02, 8-061-17, 7-091-55, 7-091-56, 7-091-57, 7-091-58, and 7-091-68 based on the following findings and subject to the conditions of approval, acknowledgement and stipulations:

FINDINGS:

<u>DESIGN STANDARDS</u>	<u>REQUIRED</u>	<u>PROPOSED</u>
1. Minimum site area:	5 acre minimum	651 acres
	Staff finds..that the proposal satisfies the requirements of CCMC 17.69.190(a).	
2. Minimum # of units:	5 units	1,181 units
	Staff finds that the proposal satisfies the requirements of CCMC 17.69.190(b).	
3.	In designing a Planned Unit Development, the ordinance allows lot area, width, building height, lot size, minimum site area, and setbacks to be reduced to better utilize land. The proposed development consists of 1,181 dwelling units in standard single family and cluster single family configurations on 651 acres. The project involves a consolidation of the following approvals:	
A.	Tentative Planned Unit Development map for 1,181 separate lots and structures in a standard and in a cluster development configuration.	
B.	A variance of lot width in other than cluster development areas to allow 40 foot lot widths.	
C.	A variance to vary front yard setbacks on one-acre parcels by five feet, providing a minimum of 25 foot front yard setback, rather than the 30 foot required setback.	
D.	A variance to vary front yard setbacks on 6,000 to 7,000 square foot lots from the required 20 foot front yard setback to a 15 foot minimum front yard setback.	
E.	A variance of building height in other than cluster development from the allowed 26 feet to 28 feet in height.	

<u>DESIGN STANDARDS</u>	<u>REQUIRED</u>	<u>PROPOSED</u>
F.	A variance within the cluster single family areas to allow minimum 4,000 square foot lot widths and to allow zero lot line construction.	
G.	A variance within the cluster single family areas to allow a maximum 35 foot building height.	
H.	A variance of side, front, rear, building height, lot width, and lot size in the cluster developments, depending on the design chosen for a particular parcel:	
	Proposed front yards: .5 foot to 18 feet	
	Proposed rear yards: 5 foot to 15 feet (for two-story units)	
	Proposed side yards: zero lot line to 12 feet (for two-story units)	
I.	Variance request to vary the existing 36 foot right-of-way width within the cluster area to 26 feet from interior parking courts.	
J.	A variance to allow patios and decks to be built within the rear, side and front setback areas within 3 foot of the property line.	
K.	A variance from required 25 feet setback on all peripheral boundary lines to not less than 15 feet within the residential portions of the development.	
L.	A variance request of 25 feet from the required 25 foot setback on all commercial property setbacks for the peripheral boundary to allow a zero foot setback in Commercial areas.	
4.	Parking area: 2.5 per dwelling unit	Compliance within standard residential development areas

Staff finds that the proposal meets requirements within the non-cluster areas. The cluster area require further review upon future approval of each cluster phase by staff.

<u>DESIGN STANDARDS</u>	<u>REQUIRED</u>	<u>PROPOSED</u>
5. Storage area:	Optional	None is envisioned
6. Sidewalks:	Yes	Extensive interconnected pedestrian walks and paths follow the main network of roads
7. Utilities:	Underground	Underground (some existing power lines cannot be placed underground due to high voltage)
8. Landscaping:	Preliminary landscaping plans required	Conceptual plans submitted will require further review prior to construction of phases
9. Bike path:	Optional	Extensive well interconnected network
10. Open space required	40% of gross area of site to be determined individually for each PUD. Private open space not to constitute more than 25% of total open space area.	45% including golf course and hill. Of the 45% the main components are: Golf Course 62% Hill 23% Landscape Area 9% (walkways/buffers) Peripheral 6% (includes private)

The proposal meets the requirements of the Planned Unit Development Ordinance.

CONDITIONS OF APPROVAL:

1. All final maps or parcel maps shall be in substantial accord with the approved tentative map.
2. Prior to submittal of any final map or parcel maps, the Public Works Department shall approve all on-site and off-site improvements.
3. All other departments' and State agencies conditions of approval, which are attached, shall be incorporated as conditions of this report.
4. All disturbed areas are required to have a palliative applied for dust control. Any and all grading shall comply with State and City standards.
5. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the State Health Division shall be obtained prior to any grading. Non-compliance with this provision may cause a cease and desist order to halt all grading work.
6. A note shall be placed on all final or parcel maps stating:
"These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."
7. Placement of all utilities, including TCI Cable, shall be underground within the development.
8. All on and off-site improvements shall conform to City standards and requirements.
9. The applicant must sign and return the Board of Supervisors acknowledgement of conditions for approval within ten (10) days of receipt of notification. If the acknowledgement is not signed and returned within ten days of receipt, then the item will be rescheduled for the next Planning Commission meeting for further consideration.

RECEIVED

DEC 27 1993

CARSON CITY
COMM. & IND. DEVELOPMENT

DATE MAILED: 12/14/93

PLEASE SIGN AND RETURN THIS ACKNOWLEDGEMENT WITHIN TEN DAYS OF RECEIPT.

This is to acknowledge that I understand that the Carson City Board of Supervisors on September 16, 1993, approved a request from G.T.S. Partners, Inc. (property owners: Silver Oak Development Company; Marshall Ashcraft and Nevada Children's Foundation), P-93/94-1, for a SF12000 Planned Unit Development (Silver Oak Planned Unit Development) on approximately 651 acres of land. The proposed development will consist of approximately 572 acres of Single Family and Cluster Residential development (for a total 1,181 lots); 13 acre park/school site; approximately 76 acres of Commercial area; approximately 2.5 acres of Residential Office area; and approximately 1.5 acres of Neighborhood Business area. The request also includes variances for front, side and rear setbacks; building heights; lot size and widths; roadway width; and peripheral boundary setbacks. The area is currently zoned Retail Commercial (RC), Single Family One Acre (SF1A), Single Family 12,000 (SF12000), Single Family Two Acres (SF2A), and Conservation Reserve (CR) on property located in the northwest portion of Carson City between U.S. Highway 395 on the east, the Western Nevada Community College campus and University Heights subdivision on the west, Winnie Lane on the south and the Eagle Valley Children's Home on the north; APNs 8-061-02, 8-061-17, 7-091-55, 7-091-56, 7-091-57, 7-091-58, and 7-091-68 (portion), based on the findings and subject to the following conditions of approval and stipulations:

CONDITIONS OF APPROVAL:

1. All final maps or parcel maps shall be in substantial accord with the approved tentative map.
2. Prior to submittal of any final map or parcel maps, the Public Works Department shall approve all on-site and off-site improvements.
3. All other departments' and State agencies conditions of approval, which are attached, shall be incorporated as conditions of this report.
4. All disturbed areas are required to have a palliative applied for dust control. Any and all grading shall comply with State and City standards.
5. Lots not planned for immediate development shall be left undisturbed and mass grading and clearing of natural vegetation shall not be allowed. Any and all grading shall comply with City standards. A grading permit from the State Health Division shall be obtained prior to any grading. Non-compliance with this provision may cause a cease and desist order to halt all grading work.

Acknowledgement

P-93/94-1

Page Two

6. A note shall be placed on all final or parcel maps stating:
"These parcels are subject to Carson City's Growth Management Ordinance and all property owners shall comply with provisions of said ordinance."
7. Placement of all utilities, including TCI Cable, shall be underground within the development.
8. All on and off-site improvements shall conform to City standards and requirements.
9. The applicant must sign and return the Board of Supervisors acknowledgement of conditions for approval within ten (10) days of receipt of notification. If the acknowledgement is not signed and returned within ten days of receipt, then the item will be rescheduled for the next Planning Commission meeting for further consideration.
10. As required by CCMC, Section 17.69.040, the construction and the development of all approved open space shall occur no later than the construction of 25% of the dwelling units. In this case, no later than the construction of the 295th dwelling unit. Because the landscaping of this development is an integral part of the project, all landscaping within the project and along the perimeter of each phase shall be completed concurrent with the completion of each phase unless installation is delayed due to weather, in which event, financial assurances will be posted for its completion.
11. Fencing of corner lots must meet sight distance area requirements.
12. The last final map necessary to cover the entire development must be recorded for the entire development within two years from the time of the tentative map approval by the Board of Supervisors or the developer and the City will have entered into a development agreement.
13. CC&R's must be recorded, at the property owner's expense, in conjunction with the first final map of other than the Super K-Mart site.
14. A note shall be placed on all final maps stating that all development shall be in accord with planned unit development application (P-93/94-1).

Acknowledgement

93/94-1

Page Three

15. Final CC&Rs shall be approved by the District Attorney and the Community Development Department and recorded prior to recordation of a final map, or parcel map; the CC&Rs shall provide for the on-going maintenance of the non-dedicated landscaping, lighting, fences, and the historical kiosk area.
16. Prior to the issuance of any certificates of occupancy, the applicant shall install or bond for the installation of all landscaping/irrigation in the area of the project in which the structure is located. An approved landscaping plan for the PUD must be secured prior to the issuance of any building permits.
17. Prior to final map or parcel map submittal, a submittal shall be made to the Community Development Department verifying the lack of, or presence of fault lines within the project site. Should a fault be located within the project site, a geotechnical study shall be provided to Community Development and an engineer's recommended building setback shall be noted on all final maps.
18. The final maps shall note all abutting property ownership, contain block and numbering, all approved street names, and information as required within the Planned Unit Development Ordinance and Nevada Revised Statutes (NRS).
19. Each block of cluster housing shall meet the standards of the development matrix as to unit type and as to the maximum allowable density and must be reviewed and approved by the Community Development staff prior to building plans submittal of any unit within that block.
20. All structure development within the project must meet the requirements as specified in the Development Matrix included in the application and herewith made a part of this condition as a means of defining the variance approvals and standards of development for both the residential cluster areas and the standard residential development areas.
21. If the developer wishes to provide 15 foot front yard setbacks with average of 20 foot front yard setback within the 6,000 to 7,000 square foot lot areas, a plan must be provided to Community Development Department and Building Division staff at time of the first building plan submittal and receive approval of the average setback plan from the Community Development Department.

Acknowledgement

93/94-1

Page Four

22. The developer will maintain grass or landscaping within the school/park site until such time as the site is developed for its designated use or is accepted by Carson City or the School District. The CC&Rs or a development agreement shall address this requirement.
23. Shrubbery and trees over four feet in height at maturity may not be planted along a pedestrian/bicycle path within 50 feet of any intersection.
24. No parcel map or final map may be recorded for any portion of the planned unit development until the tentative map receives Board of Supervisors' approval.
25. The area westerly of Ormsby Boulevard and southerly of Combs Canyon Road will be dedicated to Carson City as a detention facility to be improved with moderate landscaping which does not impede its use as a drainage facility. This area will be improved at the time of the construction of each adjacent phase; any land area not necessary for detention facilities will be offered to adjacent property owners without consideration.
26. The project reviewed as part of U-93/94-6 constitutes the first planned phase of this proposal and as such, shall be an integral part of this planned unit development.
27. Compliance with Chapter 12.09 (Flood Damage Prevention Ordinance) is required as the project develops.

STIPULATIONS:

By Steve Hartman:

1. The Residential Office-Planned Unit Development and adjacent Retail Commercial properties will be developed with unified-looking structures.
2. Residences will be limited to single story structures along the Silver Oak property line to the east where there is existing residential development and adjacent to University Heights residences along the Silver Oak west property line and limiting building height to twenty-two feet.

Acknowledgement

~93/94-1

Page Five

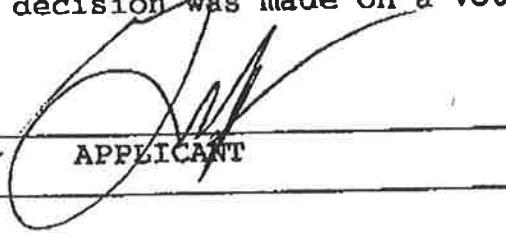
3. On West Nye Lane within the Residential Office-Planned Unit Development area, there will be only four sites.
4. A fuel-management plan will be provided for the area along the college edge of Silver Oak (west).
5. The CC&Rs will be recorded first (with the commercial area of the development having a separate section in the CC&Rs).
6. It is approximately fifteen feet lower elevation on Silver Oak's lots which abut University Heights residences than the University Heights lots.
7. School property will be used as a park site until the school is built; but the property will be owned by the school.
8. Each cluster block will be submitted to staff for review in total, not piecemeal; if staff is not comfortable with the submittal review, it will be referred to the Planning Commission and/or Board of Supervisors.
If lakes and ponds do not remain water-filled, then they will be landscaped.
10. When the area next to Eagle Valley Ranch Road is ready to be developed, Silver Oak Development Company, Inc. will improve Eagle Valley Ranch Road to Carson City standards.
11. Painted bike paths will be placed along both sides of Community College Parkway Boulevard.
12. Lighting will be placed within the PUD to meet Carson City ordinance requirements.
13. A minimum of 20 foot rear yard setbacks will be provided for lots immediately adjacent to the Dartmouth Residential lots.

Acknowledgement

93/94-1

Page Six

This decision was made on a vote of 5 ayes and 0 nayes.


APPLICANT

12.21.93

DATE

RETURN TO:

Carson City Community Development Department
2621 Northgate Lane, Suite 62
Carson City, Nevada 89706
ATTN: Pat Austin

Enclosures: Board of Supervisors Notice of Decision
Self-addressed envelope

100-00-010

DECLARATION OF
RECIPROCAL EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS

This Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions made this 8th day of April, 1998, by SILVER OAK DEVELOPMENT COMPANY LIMITED PARTNERSHIP, a Nevada limited partnership, by and through its general partner, GTS PARTNERS, INC., a Nevada corporation, hereinafter "SILVER OAK" or the "Declarant" and the GARTH S. RICHARDS and JOAN M. RICHARDS 1980 TRUST, by and through GARTH S. RICHARDS and JOAN M. RICHARDS, Trustees, hereinafter "TRUST" or the "Declarant."

RECITALS

A. SILVER OAK and TRUST are the owners/developers of all that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference with the TRUST owning APN 7-461-16, hereinafter "The Project."

B. SILVER OAK has created the Phase 8 final map and envisions recording a Phase 10 final map for SILVER OAK solely for purposes of creating a combined Village Commercial/Office area within the Project for further development, sale and/or lease, hereinafter collectively "The Village."

C. The Project is currently the subject of various obligations and rights relative to the development of the property as contained in the Development Agreement referenced as Ordinance Number 1994-1 recorded as Document No. 000155121 on January 10,

1994, as amended, which incorporates by reference The Master Drainage Plan for the Silver Oak Development project (hereinafter "The Master Drainage Plan").

D. The future development of The Village will require compliance with the master drainage plan for The Project, architectural design and landscaping plan approvals by SILVER OAK, if sold to a third party, and by Carson City under certain circumstances.

E. This Declaration of Reciprocal Easements, Covenants, Conditions and Restrictions is intended as the initial step for operational guidelines relative to common area maintenance and other matters of common interest among owners of the various parcels.

F. When used herein, the term Declarant shall include SILVER OAK and the TRUST.

To accomplish the foregoing, SILVER OAK and the TRUST desire to subject the Exhibit "A" property to the covenants, conditions and restrictions hereinafter set forth and to establish the easements, equitable servitudes, and covenants running with the land such that Property shall hereafter be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed pursuant to and in accordance with these covenants and such further covenants as SILVER OAK and the TRUST or their successors may deem appropriate in order to constitute a general plan for improvement, parcelling, use and occupancy and to enhance the value, desirability and quality of the Exhibit "A" property and The Project.

This Declaration shall run with the real property comprising the Exhibit "A" property 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. Each, all and every one 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 the Exhibit "A" property subject to this Declaration against any other owner, tenant or occupant of the Exhibit "A" property or portion thereof similarly restricted by this Declaration.

ARTICLE I

1.1 Permitted Land Uses. The allowable land uses for the Exhibit "A" property shall be as set forth in the Carson City Municipal Code as modified by the Silver Oak Development Agreement. While subsequent deed restrictions may exclude certain uses otherwise available by law, it is not the intent of this Declaration to exclude any uses allowable pursuant to current Carson City ordinance.

1.2 Land Coverage. It is the intent and desire of the Declarant that not greater than sixty to seventy percent (depending and dictated by design) of the gross land area of any given parcel be dedicated to building area and parking area with the balance of the area devoted to landscaped open space. This requirement may only be modified with the written consent of SILVER OAK.

1.3 Architectural Compatibility. The exterior architectural mass and design for structures on the Exhibit "A" property must receive the prior written approval of SILVER OAK. Subsequent owner/developers should contact representatives of SILVER OAK early in their development plans to ensure that little time and monies are expended on incompatible designs.

The Project design theme discourages the use of spanish, mediterranean and southwestern design in any of the commercial elements of The Project. Mass and scale are important considerations in larger structures and project preference is to emphasize classical french country, craftsman, english country and similar design themes. Absent compelling design characteristics, plans for highrise (in excess of three floors above finished grade) design is discouraged.

ARTICLE II

2.1 Reservation and Dedication of Reciprocal Easements.

SILVER OAK and the TRUST does hereby reserve and dedicate for the hereafter described purposes easements as set forth in the Master Drainage Plan for The Project which was incorporated by reference into the Silver Oak Development Agreement as amended, referenced above.

a. Drainage. There shall be no interference with the established drainage patterns and the Master Drainage Plan referenced in the Silver Oak Development Agreement unless proper drainage is provided for and the plan is approved by the Silver Oak Architectural Review Committee.

b. Reclaimed Water. All water areas within the adjacent project and the irrigation of the golf course is with treated reclaimed wastewater, also known as effluent. The owners of the Exhibit "A" property for themselves, their employees, agents, guests and invitees hereby expressly assume all of the risk inherent with the use of reclaimed water on the adjoining golf course.

c. Golf Activities. It is expressly acknowledged by every owner that the Exhibit "A" property is immediately adjacent to the Silver Oak Golf Course. Every owner for themselves, their employees, agents, guests and invitees hereby expressly assumes all of the risk associated with the Exhibit "A" real property being adjacent to the golf course and the dangers, if any, inherent therein.

Every Parcel within the Exhibit "A" Commercial Village is burdened with an easement permitting golf balls unintentionally to come upon the property immediately adjacent to the Golf Course and for golfers at reasonable times and in a reasonable manner to come upon the property to retrieve errant golf balls; provided, however, if any Parcel is fenced or walled, the golfer must seek the owner's permission before entry. Owners within the Exhibit "A" real property should undertake all necessary measures to protect their property, guests, family members and invitees from errant golf balls. THE ACQUISITION OF A PARCEL WITHIN THE EXHIBIT "A" PROPERTY ACKNOWLEDGES THAT THE OWNERS ARE EXPRESSLY ASSUMING THE RISK FOR ANY DAMAGES OCCURRING BY VIRTUE OF

AN ERRANT GOLF BALL BY VIRTUE OF SUCH OWNER'S ACQUISITION OF A PARCEL WITHIN THE COMMERCIAL VILLAGE PORTION OF THE GOLF COURSE COMMUNITY. ANY ASSOCIATION CREATED AS SET FORTH HEREIN SHALL INDEMNIFY DECLARANT AGAINST ANY ACTION BY THE OWNERS AGAINST DECLARANT FOR THE DAMAGE CAUSED BY AN ERRANT GOLF BALL.

d. Design Review. An Architectural Review Committee (ARC) in conformity with Article VIII of the Silver Oak Covenants, Conditions and Restrictions, as amended, is hereby created and hereinafter referred to as the Silver Oak Village Association. The ARC retains the right to approve the exterior architectural design of all buildings within the Exhibit "A" real property and the landscaping plans associated therewith. The initial ARC designated by Silver Oak is GARTH RICHARDS, TOM BROWN and STEVE HARTMAN.

All easements reserved and dedicated herein may be utilized for public utility purposes in addition to the specific enumerated purposes set forth above or in the Master Drainage Plan and Development Agreement, as amended.

2.2 Parking Areas. All parking lots shall contain landscaped buffer areas on the edges of all parking areas and where the lots are of sufficient size, landscaped areas within the lot shall meet or exceed the percentage of landscaped area to asphaltic covered area within the Super K parking area east of the store as of the date of this Declaration or as required by the Carson City Municipal Code.

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ARTICLE III

3.1 Common Areas. All areas of landscaping and/or parking areas which are shared or used in common between more than one user on any of the Parcels shall be the subject of a recorded written agreement relating to the use and maintenance of those areas.

3.2 Building and Landscape Maintenance. The Owner(s) of each Parcel shall ensure that any and all structures and landscape improvements which are constructed on the Parcel shall be maintained in safe, clean, first-class condition whether or not the building is occupied.

3.3 Failure to Maintain. Failure of any Owner(s) to maintain the landscaping, common area or building of a Parcel shall create the option, but not the obligation of the Declarant or any Association formed pursuant to this Declaration to repair or maintain the property in question. Any repairs constructed or undertaken pursuant to this paragraph shall entitle the Declarant or the Association to the same status of an association with a lien pursuant to NRS 116.3116.

ARTICLE IV

4.1 Building Design and Construction. Each building or other improvement (including signs) to be constructed, altered, remodeled, repaired or reconstructed in the commercial village shall be architecturally harmonious and compatible with the other buildings and improvements from time to time located in the Silver Oak commercial areas. All construction, alteration, and repair

work shall be accomplished in an expeditious manner, in compliance with all laws, rules, regulations, orders, permits, approvals and licenses of governmental authorities having jurisdiction.

4.2 Building Height. In no event shall any building on a Parcel except the Tourist Commercial Parcel exceed three (3) stories. For the purposes of this Section, height shall be measured as set forth in the Uniform Building Code excluding chimneys, decorative towers or any peaks incidental to the design of the building which may exceed such stated height.

4.3 Maintenance of Vacant Building Areas. Until such time as buildings or improvements are constructed on any Building Area within a Parcel in the Exhibit "A" property, each Owner shall take or cause to be taken such measures as may be necessary to control weeds, blowing dirt and sand, and similar matters, with respect to the undeveloped Building Area located on its Parcel. On or before the expiration of one (1) year following the commencement of construction on any of the Parcels, each Owner having unimproved Building Area on its Parcel shall at its expense either (a) fence off such area so as to prohibit access thereto and visibility thereof, or (b) grade and pave or landscape such area so that such area shall be visually harmonious with the remainder of the Parcel. If an Owner shall fail to take or cause to be taken such measures upon thirty (30) days prior written notice, the other Owners, or any of them, may take such measures and shall be entitled to reimbursement from the Owner of said undeveloped Building Area for their expenses in connection therewith.

ARTICLE V

SILVER OAK VILLAGE ASSOCIATION

5.1 (a) Organization. The Association may be 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 the 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 incorporated 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.

5.2 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 as well as the approval obtained by Silver Oak on September 16, 1993. If a provision of this Declaration

cannot be construed as being consistent with the law, the law shall control.

5.3 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, ownership of which qualifies the Owner thereof to membership, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

(b) Club Facilities. Declarant or its designated parties may from time to time provide Club Facilities within the Project (including without limitation a golf course, fairways, driving range(s), putting green(s), clubhouse(s), on-course bathrooms, tennis court(s), and swimming pool(s), maintenance and storage areas related to the Club Facilities and all other easements, licenses, equitable servitudes and improvements reasonably ancillary thereto (Club Facilities") which are separate from the Common Areas of the Association, any Village or any Neighborhood Association. The Club Facilities shall be developed and provided at the sole discretion of the Declarant for members,

invitees, employees and agents so designated by Declarant. Whoever owns any of these Club Facilities at any particular time has the exclusive right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Club Facilities shall be used, if at all, so long as such approval is consistent with the intent of the PUD approval and with the Carson City Municipal Code. By way of example, but not limitation, the Declarant has the right to approve users and determine eligibility for use, to reserve use rights for future purchasers in the Project, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the Club Facilities, to transfer any or all of the Club Facilities or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, initiation deposit, dues and other charges for use privileges. Ownership of any portion of or all of the Project or membership in the Association does not establish or give any vested right or easement, prescriptive or otherwise, to use the Club Facilities, and does not grant any ownership or membership interest in the Club Facilities.

Notwithstanding the exclusion of the Club Facility from the control or ownership of the Association, the Clubhouse portion of the Club Facilities shall be deemed a commercial use solely for purposes of voting and assessment. The "Clubhouse portion" shall consist of the main clubhouse structure erected thereon, and any

extension, expansion or alteration thereof. Nothing herein contained shall subject the Club Facilities to authority of the Board of Directors relating to the use or operation of the Club Facilities other than as the ARC determines the design of the clubhouse or any other structure to be designed, expanded, modified or remodeled.

5.4 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 parcels within Phases 8 and 10 to Owners other than the Declarant.

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 Phase 8 and 10 parcels that may be created to Owners other than a Declarant, at least one (1) Member and not less than twenty-five percent (25%) of the members

of the Board must be elected by Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Phase 8 and 10 parcels that may be created to 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 Owners other than the Declarant.

c. Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the 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.

5.5 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. Open Space Areas and Common Area. The Association shall accept, own, operate and maintain all Open Space areas within the Project 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, except this power and duty shall in no way extend to operation or maintenance of the Club Facilities or its ancillary rights.

c. 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.

5.6 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. The Board and its agents and representatives shall have the power and right to enter upon any parcel or lot and the exterior 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 parcel as provided in this Declaration or, if for any reason whatsoever, the Owner thereof fails to maintain and repair any portion of a parcel 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 Directors as ratified by the voting members at the next annual meeting. It is expressly acknowledged that the Club Facilities shall be entitled to and is hereby granted

by these restrictive covenants a non-exclusive easement over and across all roadways and utility easements to facilitate access to the Club Facilities by its guests, invitees and business visitors.

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

d. 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:

(1) Roads, streets, walks, driveways, trails, and paths;

(2) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(3) Sewers, water systems, storm water drainage systems, sprinkler systems, and pipelines; and

(4) Any similar public, quasi-public, or private improvements or facilities.

Nothing above contained, however, shall be construed to permit use or occupancy of any 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.

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

5.8 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 "Silver Oak Village 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 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 Owner, or by any invitee, licensee or lessee of such Owner. Declarant has retained the right to establish rules relating to the use of that portion of

the Common Area and Open Space owned by it, if any, including the Club Facilities, and the Association may incorporate such rules in its Rules; the right of an Owner or the Board to enforce the Silver Oak Village Association Rules is limited to those Owners that are subject to this Declaration.

b. Notification of Rules. A copy of the Rules, as they may be from time to time adopted, amended or repealed, shall be mailed or otherwise delivered to each Member and may be recorded. The recordation of said Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. No Rules may be adopted which materially impair the rights, preferences, or privileges of any Owner as specifically set forth herein.

5.9 Breach of Rules or Restrictions. In the event of a breach of any Rule or of any of the Restrictions contained in this Declaration by an Owner, guests, employees, invitees, licensees or tenants, 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 pursuing 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, after 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, after appropriate notice and hearing as herein provided, in an amount not to exceed an amount equal to six (6) months of the assessments for each such violation and the payment of such fine may be enforced in the same manner as set forth in NRS Chapter 116. 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.

ARTICLE VI

FUNDS AND ASSESSMENTS

6.1 Agreement to Pay. Each Owner, by his acceptance of a deed, for each Building Site or Parcel owned, covenants and agrees to pay to the Association such regular and special assessments as are established, made and collected, in accordance with

the allocated interest of each Parcel based upon the square footage of each Parcel or Building Site owned as it relates to the total square footage of parcels within the Commercial Village.

6.2 Silver Oak Village Association Maintenance Fund.

The Board shall establish a fund (the "Silver Oak Village 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 Silver Oak Village 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 Silver Oak Village Association Restrictions, to maintenance or operation by the Association, or otherwise for purposes authorized by the Silver Oak Village Association Restrictions as they may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by any Subassociation pursuant to any Supplemental Declaration.

6.3 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 Assessments sufficient to pay such estimated net charges shall then be levied in accordance with allocated interests of each

Parcel, as determined by the Board, and collected as provided herein. 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.

6.4 Special Assessments. In addition to the regular annual Assessments provided for above in Section 6.3, the Board shall levy special Assessments, upon the property and in the manner set forth herein, 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 Silver Oak Village Association Restrictions.

6.5 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%).

6.6 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 Building Site or Parcel and the Improvements thereto. Such lien shall be created in accordance with NRS 116.3116 and shall be foreclosed in the manner provided for in NRS 116.31162, 116.31164 and 116.31168. A certificate executed and acknowledged by any two (2) members of the Board stating the indebtedness secured by such lien shall 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).

6.7 Mortgage Protection. Notwithstanding any other provision of the Silver Oak Village Association Restrictions, no lien created under this Article or under any other Article of this Declaration, nor any lien arising by reason of any breach of the Silver Oak Village 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 Building Site or Parcel 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 Building Site or Parcel shall remain subject to the Silver Oak Village 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.

6.8 Effect of Amendments on Mortgages. Notwithstanding any other provision herein, no amendment of this Declaration shall affect the rights of any Beneficiary whose Mortgage or Deed of Trust has the first and senior priority as provided herein 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.

6.9 Subordination. By subordination agreement executed by the Association, the benefits of Section 6.7 and 6.8, above, may in the sole and absolute discretion of the Board, be extended to beneficiaries not otherwise entitled thereto.

ARTICLE VII

7.1 Permitted Signs. The following signs signage be permitted upon the Parcel: (a) directional signs for guidance upon the parking and driveway areas, (b) exterior building identification signs of any single occupant of the Building Areas of the Parcel, so long as such signs are similar to the standard identification signs from time to time being used by any such occupant in

its other stores in similar commercial village areas in the state or so long as the Owners shall approve such sign, provided that such approval shall be deemed to have been given with respect to any sign substantially identical in quality, format and design to other signs currently on the Parcels, (c) a temporary sign identifying the lender(s) providing construction and/or permanent financing for any improvement to be located on a Parcel, (d) a sign or signs identifying an automated teller machine(s) or similar financial equipment operated on any of the Building Areas, so long as similar to other such signs in first-class commercial areas in the state. No other signs shall be erected or maintained upon the Common Areas or Parcels without the prior written approval of SILVER OAK, which approval shall not be unreasonably withheld. In no event shall any sign be installed on the roof of a building or which projects above the top of any parapet wall or roof line if it is to be affixed to the side of a building not having a parapet wall.

Each building identification sign located on a Parcel which identifies a single Parcel occupant shall be maintained in good condition and repair and insured by the Parcel Owner identified on such building identification sign.

7.2 Silver Oak Service Mark. All subsequent Owners of Parcels expressly recognize that a service mark and trademark "Silver Oak" is the valid and exclusive property of SILVER OAK, and all Parcel Owners agree that they shall not either during the term of this Agreement or thereafter directly or indirectly contest the

validity of said trademark "Silver Oak" or any of SILVER OAK's registrations pertaining thereto in Nevada or the United States or elsewhere, nor adopt or use said mark or any term, word, mark or designation which is in any respect similar to the mark of SILVER OAK. All Parcel Owners further agree that it will not at any time do or cause to be done any act or thing, directly or indirectly, contesting or in any way impairing or intending to impair any part of SILVER OAK's right, title or interest in the aforesaid mark, and the Parcel Owners shall not in any manner represent that they have ownership or interest in the aforesaid mark or registration therefor, and specifically acknowledges that any use thereof shall not create in any Parcel Owner any right, title or interest in the aforesaid mark.

7.3 No Dedication to Public. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement is for the exclusive benefit of all Owners of any portion of the Parcels and their successors, assigns, mortgagees, tenants, customers and invitees, and that nothing in this Agreement, express or implied, shall confer upon any Person, other than such Owners, and their successors, assigns, mortgagees, tenants, customers and invitees any rights or remedies under or by reason of this Agreement. The Owners of all Parcels shall have the right from time to time to close all or any portion of their respective Parcel to such extent as may be necessary to prevent a

dedication thereof to the public or the accrual of any rights in any person, not expressly granted rights hereunder.

7.4 Amendment, Modification or Termination. This Agreement may be amended or modified at any time by a declaration in writing mutually agreed to, executed and acknowledged by the Declarant or its successor and thereafter duly recorded in the Carson City Recorder's Office. This Agreement shall not be terminated during the term hereof or amended or modified without the prior written consent of all Owners whose interests would be adversely affected by such amendment or modification. This Agreement shall not be terminated, amended, altered or modified in any way without the prior written consent of each first mortgagee then encumbering the Parcel(s) in question. All terms as used in this Declaration shall have the ordinary and commonly accepted meaning ascribed to them. Should any dispute arise with respect to the meaning of any term, the definitions ascribed in the Silver Oak Community Association Covenants, Conditions and Restrictions shall control.

7.5 Term of Agreement. This Agreement shall be effective as of the date of recording hereof in the Carson City Recorder's Office and shall continue in full force and effect until December 31, 2040; provided, however, that the easements granted pursuant to Section 2.1 shall survive such termination and constitute covenants running with the land as set forth above.

7.6 No Partnership. Nothing in this Agreement shall be construed to make the Owners partners or joint venturers or render

any of said Owners liable for the debts or obligations of the others.

7.7 Annexation. It is envisioned that Phase 10 of SILVER OAK will be filed which will create parcels on property abutting SILVER OAK Phase 8 immediately to the north. SILVER OAK DEVELOPMENT COMPANY shall by the recordation of a Notice of Addition of Lands subject the Phase 10 real property to the Covenants, Conditions and Restrictions set forth herein.

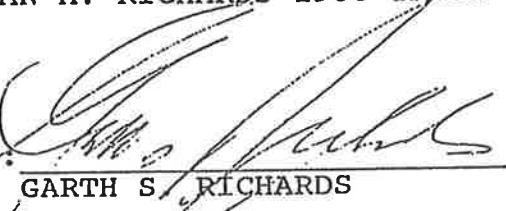
No other property may be annexed to these Commercial Village Covenants, Conditions and Restrictions without the written consent of seventy-five percent (75%) of the then owners of the real property comprising the SILVER OAK Commercial Village comprised of SILVER OAK Phase 8 and 10.

7.8 Notices. Any notice, demand, request, consent, approval, designation, or other communication made pursuant to this Agreement by one Owner to any other Owner shall be in writing and shall be given or made or communicated by personal delivery; by United States registered or certified mail, return receipt requested; or by prepaid Federal Express or other nationally recognized overnight delivery service addressed.

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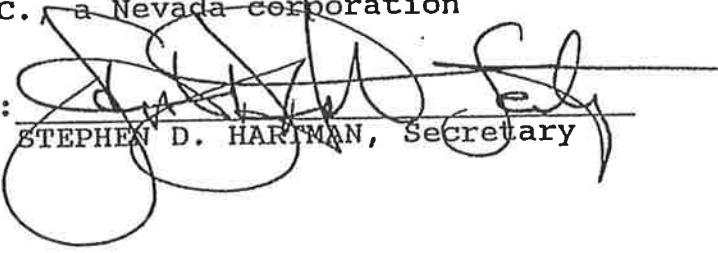
7.9 Further Acts. Each Owner shall execute such documents and take such actions and do such things as are reasonably necessary and appropriate to effectuate the terms and conditions of this Agreement.

THE GARTH S. RICHARDS AND
JOAN M. RICHARDS 1980 TRUST

By: 
GARTH S. RICHARDS

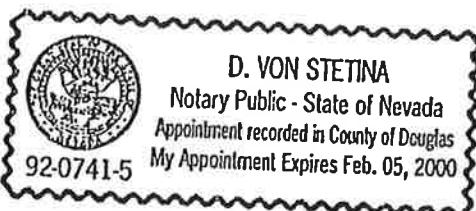
By: 
JOAN M. RICHARDS

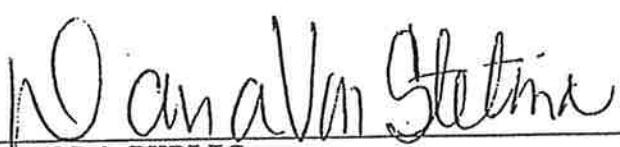
SILVER OAK DEVELOPMENT COMPANY
LIMITED PARTNERSHIP, by and through
its general partner, GTS PARTNERS,
INC., a Nevada corporation

By: 
STEPHEN D. HARTMAN, Secretary

STATE OF NEVADA)
CARSON CITY) : ss.

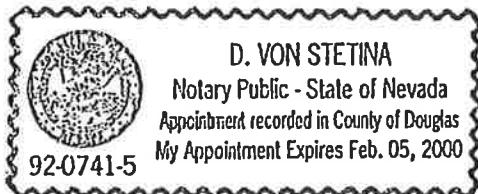
On April 8, 1998, personally appeared before me,
a notary public, STEPHEN D. HARTMAN, personally known (or proved)
to me to be the person whose name is subscribed to the foregoing
instrument, who acknowledged to me that he is the Secretary of GTS
PARTNERS, INC., a Nevada corporation, General Partner of SILVER OAK
DEVELOPMENT COMPANY LIMITED PARTNERSHIP, and who further
acknowledged to me that he executed the foregoing Declaration of
Reciprocal Easements, Covenants, Conditions and Restrictions on
behalf of said corporation.




NOTARY PUBLIC

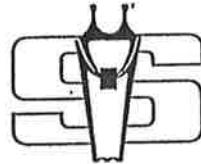
STATE OF NEVADA)
CARSON CITY) : ss.

On April 8, 1998, personally appeared before me, a notary public, GARTH S. RICHARDS and JOAN M. RICHARDS, known to me to be the Trustees of THE GARTH S. RICHARDS and JOAN M. RICHARDS 1980 TRUST, who acknowledged to me that they are the Trustees of THE GARTH S. RICHARDS AND JOAN M. RICHARDS 1980 TRUST, and who further declared to me that they executed the foregoing Declaration on behalf of the Trust.



Naomi Umeltzri
NOTARY PUBLIC

NOTARY PUBLIC



STEWART TITLE
of Carson City

EXHIBIT "A"

Lots 1 through 6, 8 and 9 as shown on the final map for SILVER OAK PHASE 8, A PLANNED UNIT DEVELOPMENT Filed for Record in the Office of the Carson City Recorder on February 13, 1998 in Book 8 of Maps, Page 2259 as Document No. 213633 Official Records of Carson City, State of Nevada and as amended by a Certificate of Amendment recorded April 7, 1998 as Document No. 215839.

**CONFORMED COPY
HAS NOT BEEN COMPARED
TO THE ORIGINAL**

FILED FOR RECORD
AT THE REQUEST OF

'98 APR -8 A8:46
215850

FILE NO.
ALAN GLOVER
CARSON CITY RECORDER
FEE\$ DEP.

STEWART TITLE OF CARSON CITY
111 W. Proctor Street
Carson City, Nevada 89703
(702) 882-6993/FAX (702) 882-2548

SILVER OAK COMMUNITY ASSOCIATION

DESIGN GUIDELINES

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SILVER OAK COMMUNITY ASSOCIATION DESIGN GUIDELINES

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1.0 Introduction

1.1 Silver Oak

The Silver Oak is a 651 acre planned single family residential community in the northwesterly portion of Carson City, Nevada. Nearly Twelve hundred single family lots are to be located at the northerly edge of Eagle Valley with the Sierra Nevada foothills as a backdrop.

These design guidelines are intended to assist and direct architects, designers, builders and Owners to create residences which will fit within the architectural character of Silver Oak. This compilation addresses architectural design issues for the custom lots, cluster homes and community elements.

The architectural character to be followed is that which predominates the existing and planned communities, specifically of French Country, English Cottage, Craftsman, and Prairie style architecture. The design goal is to encourage interpretations of these styles while using the Guidelines. These guidelines allow design latitude and flexibility, while insuring that the value of property will be enhanced through the control of site planning, architecture, and landscaping elements. Creativity in these areas will successfully integrate the residential homesites with the natural site features to ensure a pleasant, cohesive community. The Design Guidelines will be used to review each builder's proposal for conformance with the overall community objectives.

1.2 Design Guidelines

These Design Guidelines, along with the provisions set forth in the Silver Oak CC&Rs, form the basis for evaluation of all drawings and specifications for construction submitted to the Architectural Review Committee (ARC) for review and approval including any additions and modifications. Any items or issues not addressed in the governing instruments for this community are matters left to the discretionary judgment of the ARC acting in good faith on behalf of the best interests of the Association as a whole. The ARC may, at its discretion, amend these Design Guidelines from time to time for the purpose of more fully describing their original intention. Building permits for homes need to be obtained from Carson City after plan approval by the ARC.

These criteria will ensure all Owners in the Silver Oak community that well-sited and architecturally appropriate designs are constructed.

Contractors, architects, designers and Owners should carefully review the planned unit development map conditions of approval and all pertinent City and State ordinances prior to commencing design efforts. Review carefully the entire document to understand the relationship of each lot to the overall community.

1.3 Authority

These Design Guidelines have been promulgated pursuant to Article III of the Declaration of Covenants, Conditions and Restrictions for Silver Oak (the "Declaration"). The Design Guidelines may be amended from time to time and it is the responsibility of each Owner or other Person to obtain and review a copy of the most recently revised Design Guidelines.

2.0 Design Philosophy

Silver Oak is situated with the mountainous backdrop of the Sierra Nevada mountains. The residential components of the Silver Oak community are intended to blend with the golf course open area and foothill environment of the site.

2.1 Community Design Theme

The Community Design Theme is, a blend of the neighborhood approach of Central Carson City and more rural experience of westerly Carson City, what can be termed to be "rural sophistication" through the use of the rock for monumentation, signage, pilasters, the structures, bridges and creek beds in combination with rail fences, tree clusters, ponds and indigenous ground cover where possible.

2.2 Architectural Theme

The Silver Oak Architectural Design Theme is derived from a blending of elements found in the historical Craftsman, French Country, English Cottage and Prairie styles.

Each architectural style contributes common elements which form the basis of the Silver Oak architectural philosophy will guide design in the custom lot and neighborhoods.

- The predominant architectural theme should allow for a combination of styles containing the common elements of river rock or masonry bases (skirts), porches, pillars and fireplaces; heavy wood columns, trellises, window and door trim; larger roof overhangs where 4:12 to 6:12 roof pitches are used and tight facias where roof pitches greater than 6:12 are used.

- Blending of natural woods and stone with occasional use of brick to create texture and earthtone color.
- Proportions which have a base (masonry or raised wood deck), a middle (glass and wood elements) and a top (strong horizontal or vertical roofs) detailed with change of texture, dormer or chimney.

The Architectural Review Committee (ARC), along with the Design Guidelines, is created to encourage the careful design of all homes and sites so that a harmonious relationship develops between the natural and built elements.

The Guidelines cannot be all-encompassing and are meant to encourage rather than restrict creativity. They are established for the benefit of all property Owners - to enhance each neighborhood and to preserve the overall value of Silver Oak.

3.0 Important Names & Information

**3.1 Silver Oak Development Company
Limited Partnership
P.O. Box 4
Carson City, Nevada 89703**

**3.2 Permits - Carson City
Carson City
Public Works
2621 Northgate Lane
Carson City, Nevada 89706**

3.3 Utilities

3.3.1	Power	Sierra Pacific Power
3.3.2	Natural Gas	Southwest Gas
3.3.3	Cable TV	TCI Cablevision
3.3.4	Telephone	Nevada Bell
3.3.5	Trash Disposal	Capital Sanitation

4.0 Perimeter Fence

Fencing at Silver Oak is reminiscent of the types seen throughout Western Nevada. There will only be three types of fencing in Silver Oak. The first will be a decorative split rail design with pilasters. The second is a higher solid perimeter fence also with stucco/stone pilasters which will provide a visual screen and will only be allowed in certain areas of the development. The third is a wrought iron fence for lots abutting the golf course. Use of these fences will be strictly controlled to preserve the open and rural community theme.

5.0 Architectural Development Standards

These Design Standards define the materials, colors, forms and elements which can be used to implement the Silver Oak Architectural Theme.

The ARC is the entity for determining the quality, integrity and completeness of design as it relates to the Design Guideline Standards. Architects, designers, builders and Owners are encouraged to work closely with the Committee realizing the Standards are for everyone's benefit and that the ARC is the sole interpreter of the Standards. To ensure high standards, Owners are required to employ a designer or architect licensed in the State of Nevada.

5.1 Setbacks and Coverage

All residential structures shall be constructed so as to comply with the setbacks set forth herein. The ARC may modify or alter the setbacks where extenuating circumstances require. Variety in building footprint is greatly encouraged. The setbacks are as follows:

Cluster Areas.

All setbacks shall conform to the Development Matrix approved by Carson City.

Remaining Residential Areas:

* Front Yard

Under 12,000 Sq. Ft. Lots

- 18 feet structures from the property line.
- 12 feet structures from the property line where a turn-in garage or rear garage is utilized.

Over 12,000 Sq. Ft. but less than 17,000 Sq. Ft.

- 20 feet to structure from property line. 15 feet to structure from property line where a turn-in garage or rear garage is utilized.

Over 17,000 Sq. Ft. but less than 30,000 Sq. Ft.

- 20 feet from property line to the structure.

Over 30,000 Sq. Ft.

- 30 feet to the structure from property line.

* Rear Yard

Under 12,000 Sq. Ft.

- Not including uncovered patios and decks, 15 feet minimum, 20 foot minimum to two story elements. 20 foot minimum where adjoining existing structure as of the Silver Oak approval date.

Over 12,000 Sq. Ft. but less than 30,000 Sq. Ft.

- 20 foot minimum, excluding uncovered patios and decks. 25 foot minimum to two story elements.

Over 30,000 Sq. Ft. but less than 45,000 Sq. Ft.

- Not including uncovered patios and decks, 30 foot minimum, except where a lot exceeds with the lot depth of over 200 feet, the minimum shall be 50 feet,

except for tennis courts or non-enclosed pools and ancillary decks.

* Side Yard

Under 9,000 sq. ft. lots

- Not including uncovered patios and decks 5 feet minimum.

For side yard abutting a street, there shall be an increase of an additional 5 feet.

Over 9,000 sq. ft., but less than 12,000 sq. ft.

Not including uncovered patios and decks a minimum of 8 feet. Provided that on irregular shaped lots the sideway shall average a minimum of 8 feet on each side. Where a rear garage or side entry garage is utilized, the non-garage sideway may average 8 feet for non-two story elements.

For side yards abutting a street there shall be an increase of an additional 5 feet totalling 13 feet.

Over 12,000 sq. ft., but less than 17,000 sq. ft.

Not including uncovered patios and decks a minimum of 10 feet. Provided that on irregular shaped lots the sideway shall average a minimum of 10 feet on each side. Where a rear garage or side entry garage is utilized, the non-garage sideway may average 10 feet for non-two story elements. For side yards abutting a street, there shall be an increase of an additional 5 feet totalling 15 feet.

Over 17,000 sq. ft., but less than 30,000 sq. ft.

Not including uncovered patios and decks 15 feet minimum. Provided that on irregular shaped lots the sideway shall average a minimum of 15 feet on one side and 25 feet on the other side. Where a

rear garage or side entry garage is utilized, the non-garage sideyard may average 15 feet for non-two story elements. For side yards abutting a street, there shall be an increase of an additional 5 feet totalling 20 feet.

Over 30,000 sq. ft.

Not including uncovered patios and decks 20 feet minimum with a total of 50 feet. All two-story elements shall be not less than 25 feet.

With lots that have a width greater than 200 feet, the minimum will be 30 feet with a total of 75 feet. For side yards abutting a street, there shall be an increase of an additional 5 feet totalling 25 feet.

For any irregular shaped lot, which is defined as a lot not having a 90° angle on a cul de sac or "bulb" type lot an Owner/Builder may utilize an average in calculating the front, rear and side yard set backs.

Notwithstanding any of the provisions for these variances the rear yard set backs on those properties abutting residences existing as of the date of Silver Oak approval shall be not less than 20 feet.

d) Patio areas and decks inclusive of covers and window awnings are allowable within rear, side and front yard set backs subject to Architectural Review Committee approval.

e) The twenty-five (25) foot peripheral boundary set back is eliminated.

5.1.2 Height

The maximum height of any structure in Silver Oak shall not exceed 28 feet measured from the average grade of the building envelope to the highest roof ridge. Two stories is the maximum building mass. It is the intent of the Height Standard to encourage both one and two story massing on uphill and downhill sides of structures and to design units which have elements that come to one story plates at all edges.

Upsloping lots, viewed from the front from a lower elevation, should provide one story elements to diminish the verticality of

any second story elements. Downsloping lots, viewed from the rear from a lower elevation, should provide one story elements to the rear to prevent a high profiled wall against the skyline.

An attempt should be made to limit the height of structures on corner lots to one story on both street frontages unless greater front yard setbacks are provided.

Single story and two story houses should be varied throughout the project to avoid closed in feelings within neighborhoods and along travel corridors.

Block K of the Tentative Map, Lots 10, 11, 17, 18, 19, 20, 21, 22, 23 and 24 are restricted to single story houses with a height limitation of 22 feet from the existing grade. Additionally, these lots have a twenty foot (20') rear yard setback.

Block V of the Tentative Map, Lots 74 through 83, inclusive, have a single story restriction with a height limitation of 22 feet from finished grade.

Block Z of the Tentative Map, Lots 47 through 59, 66, 67, 72 and 73 have a single story restriction with a height limitation of 22 feet from finished grade.

Phase 2, Lots 59, 60, 61 and 62 are restricted to single story residential structures absent approval of the adjoining neighbor to the south.

Size of Structure. The residential structures built on Lots 35 through 41 inclusive and Lots 54 through 67 inclusive shall have a total square footage of living area of not less than 2,400 square feet.

On all two story structures there shall be a minimum of 1,500 square feet on the ground floor.

5.1.3 **Grading**

The owner/builder is encouraged to utilize stepped level and/or raised deck and retaining wall techniques in his/her design to minimize the amount of grading on each lot. This same concept should be carried forth in the design of the hardscape and landscape areas adjacent to the building structure. Every effort should be made to achieve a final design which fits the shape of the lot, and the land around it.

All graded slopes shall be contoured and rounded on the top sections, manufactured slopes shall be undulated and the gradient varied, where appropriate, to meet existing contours.

Existing drainage patterns are to be maintained where possible and modified as little as possible.

5.1.4 Garages and Driveways

Side entry, motor court, and detached garage arrangements are encouraged where lot size permits. The front Building Envelope line may be altered by the ARC if garage designs are turn-in or other solutions which decrease the garage door visual impact. Houses designed with more than four bedrooms must have at least a three (3) car garage. All others shall have minimum two car garages.

5.1.5 Pool and Spa Setbacks

Pools, spas and hot tubs shall be designed so as to minimize the impact to adjacent properties with light or sound. Pool heaters and pumping equipment must be screened from view and soundproofed. All pools and spas are to be a minimum ten feet (10') from the rear and side property lines. All hardscape is to be a minimum setback of five feet (5') from the property lines. Pool fencing should be integral with design of pool or spa areas. All fencing must blend with the architecture of the residence and Project.

5.1.6 Form, Mass and Proportions

Residential structures at Silver Oak shall adopt the forms, massing and proportional detailing that derives from the predominantly horizontal, informal, rustic context of the French Country, English Cottage, Craftsman, Ranch and Prairie styles of architecture.

5.2 Materials

The design elements of a structure shall be compatible with and complimentary to each other and make consistent use of building materials. Exterior treatments shall be consistently detailed around the entire house.

5.2.1 Building Materials

All exterior materials should strive to be or look authentic and genuine, except roofing. Simulated or artificial building materials may be acceptable. This applies to all structures, landscape, walls, etc. Where more than one wall material is used, they must be architecturally related.

5.2.2 Paving Materials

Flat paved areas may be concrete, stone, exposed aggregate concrete, stamped concrete, stone pavers, brick or paving blocks. Asphalt paving is not acceptable for driveways.

5.3 Colors

Harmonies of color will be required, and color intensity must be kept low for large surfaces. Exterior building wall colors should be consistent with the architectural character (style) of the structure using earth tones with accents for windows, shutters and doors. Facia and corner boards are appropriate. No exterior materials shall have a high gloss or reflective/glare finish, and bright colors are discouraged. Exterior hardscape colors should be complimentary to exterior house colors.

5.4 Roofs

Hip, gable and shed roofs are all acceptable forms. Roof slopes should have four feet or more of vertical rise for every twelve feet of horizontal run, except on porch elements. Combining one and two story elements, creating jogs in ridgeline and varying plate heights and ridge heights is encouraged.

Where horizontal styles are used, long overhangs should be used to protect both windows and walls from sun and rain and to avoid the need for gutters and downspouts with eave over hangs of at least two (2') feet. Eave lines should be extended as low as possible and earth berms can be used to reduce the overall height of the exterior.

Where steeper roof forms are used for loggias and trellis elements should be introduced to provide shading, weather protection and softening of gable ends.

Only slate, approved simulated slate, architectural grad or better composition shingles or flat fiber/concrete shingles or architecturally appropriate nonreflective metal roofing approved by the ARC will be allowed.

5.5 Openings

The location and proportionality of windows and doors to exterior surfaces will be carefully considered by the ARC for each elevation of the proposed structure. The style of window and door is required to be consistent on all elevations of the proposed structures. Windows and doors should be grouped to emphasize the horizontal. Gabled windows with pot shelves, bay windows with

shutters, and windows to follow roof pitch are consistent with the architectural theme.

Wood, brick and stone columns, pot shelves, box and bay windows, heavy wood beams, deep overhangs and porch elements should be used to emphasize and give depth to windows and doors.

Quality is an important feature. Wood and wood clad windows, doors and frames are encouraged.

5.6 Walls and Fences

The master fencing concept for Silver Oak uses stucco/stone pilasters with open rails or wood boards to portray a rural theme, denote boundaries of the community and to control vehicular traffic at golf course and open space areas.

Where free-standing screens and fences are required to insure privacy or enclose a pool area or privacy area, the fence design should: (1) create the sense of and separation of privacy, (2) frame the maximum panoramic view possible, and (3) become an extension of the architecture creating outdoor spaces and integrating the landscape with the architecture.

Free-standing walls and fences should be integrated into the design of the structure. They should be of identical or complimentary material and color and appear to be an extension of the wall of the structure, strongly integrated into the design of the building. All exposed surfaces should be finished. In no case shall a fence or screen exceed 6 feet in height from final grade except as required by State or City Ordinances.

Special consideration shall be taken when installing walls so not to obstruct the view from adjoining lots. Any privacy walls and fences will be installed by the individual homeowner or builder and maintained by the homeowner.

Owners of perimeter lots and lots backing to the golf course, may build side and rear property line fences outside their building envelopes using the Approved Perimeter Fence or an approved see-through fence, not impacting the views of the golf course by adjoining lot owners.

5.7 Porches and Balconies

Porches are consistent with the Silver Oak Architectural themes, and should be used in front and back yards or entries to integrate the outdoors with the indoors. The incorporation of balconies onto or within the building form is encouraged for both practical and aesthetic value. Balconies should be integrated to break-up large

wall masses, offset floor setbacks, and add human scale to the building.

5.8 Accessory Structures

Where applicable, detached garages, outbuildings, patio structures, sun shades, trellises, terraces and other appurtenant improvements shall be designed with a character which is compatible with that of the main structure on the lot in terms of colors, material and format.

Shade, patio and garden structures should be constructed of materials of a permanent nature which are the same as those used on the main structure. Fiberglass awnings will not be allowed.

Pool houses cannot be more than a single story, have a maximum height of 15'0", measured from the average grade to top of the highest roof ridge.

5.9 Miscellaneous Design Elements

5.9.1 Antennas

All antennas are restricted to the attic or interior of the residence. It is mandatory that all homes be pre-wired to accommodate cable reception. Satellite "dish" antennas are not allowed.

5.9.2 Awnings

Awnings, if used, must be appropriate colored canvas.

5.9.3 Chimneys

As an architectural form, chimneys shall be designed to insure a consistency of character and style. Fireplace and chimney masses may be built out of brick, wood, or stone. No exposed metal fireplace flues will be permitted. The use of prefabricated fireplace units allows a wide design latitude for woodclad chimneys. Only gas log fireplaces are allowed or wood pellet, wood stoves, or inserts meeting the emission standards of the U.S. EPA 40 CFR, Part 60.

5.9.4 Gutters and Downspouts

Gutters and downspouts must be concealed unless designed as a continuous architectural feature. Exposed gutters used as an architectural feature are to be colored to match the surface to which they are attached unless copper is used.

5.9.5 Gas and Electric Meters

Meter locations should be designed into the architecture and screened from view.

5.9.6 Mechanical Equipment

All air conditioning, heating equipment, and soft water tanks must be screened from view and insulated for sound attenuation. Air conditioning units are not permitted on roofs.

5.9.7 Skylights

Skylights are to be designed as an integral part of the roof. Skylight framing material shall be translucent, bronze, anodized or colored to match adjacent roof material.

5.9.8 Solar Equipment

Solar equipment is encouraged but cannot be roof mounted. All solar designs must be ground mounted and screened as approved by the ARC.

5.9.9 Service Areas

Due to the unsightliness and noisiness of mechanical equipment of all kinds, such items shall be either incorporated into the house design as mechanical rooms and enclosed or shall be contained within a solid walled and gated area designed to match the house in both character and materials. Landscape screens are not acceptable. The minimum height of these walled enclosures shall be six feet (6'). It is recommended that they be located inside parking courts, as extensions of garages or integrated into perimeter wall design.

The interior of these service areas shall not be visible. These areas shall contain but not be limited to the storage and location of trash, firewood, maintenance tools, pool equipment, heating and ventilating equipment, irrigation and mechanical equipment, ground mounted solar panels, electrical and gas meters.

5.9.10 Barbecues

The design of barbecue units that are integral with the design of the house is encouraged.

5.9.11 Exterior Lighting

Homeowners are encouraged to utilize landscape lighting - to subtly highlight unique architectural features, trees and focal landscape areas. Lighting levels should also be provided which insure safe passage along walks to building entry. Lighting of patio and deck areas to provide for nighttime usage is also encouraged.

Landscape lighting should be integrated into the overall design of the site. Downlights can be recessed into arbors and soffits. Ground mounted landscape bollards less than 48" in height may also be used. Pole lights and monoliths with lights greater than 48" in height may be allowed, depending upon design. In all cases, materials and design of landscape fixtures should blend with the natural character of the Silver Oak setting. Light sources should not be directly visible where possible. Light trespass and glare onto adjacent properties is discouraged. Lighting system should highlight special features and use areas rather than a uniform glow across the property.

5.9.12 Exterior Signs

Exterior signs other than house numbers are not allowed except during sales or construction.

5.10 Energy Conservation

All residential units should include site design and building design or construction features and devices which are capable of conserving energy. Measures encouraged in the design of all residential structures are:

- Double glazing.
- Size and placement of windows and other major openings shall take into account prevailing breezes during the summer season and protection from stronger winds during the winter season.
- Appropriate design features to deflect sunlight or allow it to enter the residence, depending on seasonal needs.
- Strategic location and type of plant materials in areas adjacent to the residences to reduce temperature buildup and sun penetration during the summer season.

6.0 Landscape Standards

6.1 Introduction

These landscape design guidelines are intended to enhance the character and quality of the community established by the architectural guidelines.

The streetscape planting, which is installed by the developer, creates softly landscaped edges to the streets through the residential areas.

Within six (6) months after a certificate of occupancy is issued for a residence, homeowners are required to install landscaping in the front yards and in the side and rear yards. Each homeowner is encouraged to develop a landscape design which "fits" the natural features of his property and the architectural character of his home.

For the protection and preservation of property values, the conditions, covenants and restrictions empower the ARC to establish rules and regulations and authorizes them to enforce those rules. The following guidelines have been created to provide Owners, architects, designers and landscapers a reference point from which to develop their individual plans. These guidelines may be amended from time to time, so it is recommended that a current set be obtained prior to commencing design.

6.2 General Guidelines

- All plant materials selected should be suitable for the climate, soil conditions, and theme of the community.
- Landscape planting palettes should be simple and kept to a limited number of plant materials.
- Plantings should be done in masses or groupings of a single species to avoid complexity.
- Landscape plantings should provide for effective screening of parking areas, utility enclosures or any visually undesirable element or structure.
- Planting selections should strive to maximize color during all four seasons.
- All landscaped areas must have an automatic irrigation system, to ensure efficient water usage.

- Property Owners are responsible for planting and maintaining all landscaping within their lot including the streetscape setback.
- Group plants with similar water requirements.
- Lawn areas are encouraged. However, xeriscape landscaping may be used to accomplish an appropriate natural setting.

6.3 Front Yard Landscaping

- All front yards are required to be landscaped within one hundred eighty (180) days of completion of construction.
- All visible areas of yard not hardscaped must be landscaped in some reasonably acceptable form.
- Front yards shall be planted with a combination of trees, shrubs and ground cover or lawn. All front lawns are encouraged to be sodded and not seeded.
- All least three trees shall be planted per front yard. The minimum standard requires the installation of one (1) 24-inch box trees and two (2) 15 gallon size trees. Groupings of vertical trees are encouraged.
- Xeriscape landscaping with appropriate design may be utilized to accomplish the appropriate natural setting for residential units.
- The use of moisture sensor devices is encouraged.
- Driveways and walkways can be textured paving stones or patterned concrete.

6.4 Side and Rear Yard Landscaping

- Side yard planting is encouraged to create a sense of privacy between adjacent homes.
- Rear yard planting can provide shade and privacy, define outdoor spaces and frame views. Care must be taken, however, in planting trees and tall shrubs so as not to obstruct views from adjacent lots or units, to the valley and mountains.

6.5 Boulders

The use of native rock clusters and terraces is encouraged. Planting between the rocks and careful rock placement can result in a natural aesthetic effect. Rocks should be firmly imbedded and look permanent rather than in a precarious position. Some general rules for rock placement are:

- Use indigenous stone - Native granite stone is more available, and the visual "fit" is appropriate.
- Use large rock and boulders rather than "head size" stones. Smaller stones improperly placed can result in a "rubble pile" look.
- Imbed the rock into the ground plane, this will make the rock appear more settled and natural.
- When stacking rock, place larger rocks on the bottom - to work against gravity is very unsettling visually.
- Group rocks - rocks in clusters of varying sizes will appear more natural than stones spotted around without a relationship to each other.
- Plant in and around the rock clusters, this will help soften the edges of the "pile."

7.0 Approval Process

7.1 Procedures

In order to obtain the ARC approval of a set of plans, the Owner or the Owner's representative may provide a set of plans to Silver Oak, together with a \$50.00 review fee.

The plans provided shall be comprised of the site plan, the floor plan with total square footage, the elevations and the material list for all exterior materials.

To avoid delay, the Owner or the Owner's representative may wish to review the preliminary plans with a representative of the ARC.

The absence of ARC action within 30 days following receipt of a complete submittal of all required documents shall constitute Committee approval.

The applicant shall notify the ARC when construction work is completed. The Design Committee must notify the applicant of non-compliance of the work within 30 days of written notification of completion of the building or the work will be considered approved.

If work is not begun in 36 months (3 years) from date of purchase, a new application for approval is required. The ARC reserves the right to modify or eliminate the design review fee at any time.

7.2 Design Review Submittal

Upon submittal of initial application and preliminary drawings for approval, the Owner will also deposit \$50.00 with the ARC/Homeowners Association. This \$50.00 of the deposit will be used for review fees. An additional deposit may be required prior to issuance of final approvals as security until the final approval of structures, landscape installation and site cleanup is completed.

The Developer or an Owner/Buyer having more than one lot need only submit one set of plans and subsequent site plans for subsequent construction utilizing the same plans and material list.

The application, drawings and check for \$50.00 should be submitted to the ARC at the address listed in Section 3.0. A receipt for the documents and deposit will be given to the submitting party at that time.

7.2.1 Submittal One - Preliminary Drawings

- 1) All drawings will be drawn at the scale required by Carson City for a building permit.
- 2) Site plan shall show; north arrow; property lines, building envelope, setbacks, parking areas; Improvements in adjacent side lots which view over the site, placement of all structures; fencing, walls, screens, walks and relevant natural features.
- 3) Floor plans are to include balconies, decks, patios, atriums, carports, garages, storage buildings, square footage of total living area of residence.
- 4) Exterior elevations of main walls, etc., with heights and materials clearly indicated. Exterior elevations to show finished floor elevation above grade. Show roof pitch and materials.
- 5) Landscape Concept - The preliminary submittal should show the general landscaping plan.
- 6) Submittal in Person - The exhibits are to be presented by the Owner or Owner's representative to the Committee or its representative. Approval of preliminary drawings and other preliminary details may be granted by the Committee at the conclusion of this presentation. Generally, the Committee will require that the plans be left for further consideration, but will, in any event, attempt to report its findings to the applicant

within seven (7) days of the date of presentation. Failure of the committee to act within 30 days constitutes an approval.

7.2.2 Submittal Two - Working Drawings

1) Working drawings (submit 2 copies) are to include all of the drawings and exhibits noted in the Submittal 1 above, with any revisions noted by Silver Oak ARC approval letter for drawings of Submittal 1.

2) Detailed construction drawings are to be in completed form as required for permitting and construction purposes.

3) Submission of exterior colors and finishes and a clear indication as to which surface the color relates, and sample of finish roofing material.

7.3 General Notes

Pursuant to the provisions of the Conditions, Covenants and Restrictions, no additions, remodelling, changes of exterior finish, landscaping, decks, fences, balconies or other structures shall be constructed on any lot without the approval of the ARC. The submittal procedure shall be as outlined above except that only the working drawings need to be submitted for review and approval.

ARC meetings are not regularly scheduled. However, a minimum of seven (7) days notice of meetings may be given at the discretion of the ARC. They will be held at the Silver Oak offices unless otherwise specified. Two (2) sets of drawings are requested (at each stage of submittal). Advance submission of documents is appreciated.

Working drawings will be reviewed by the ARC within fourteen (14) days after the submission unless otherwise stated. Committee findings on working drawings will be reported to applicant within three (3) days after review is completed.

All architectural drawings should be prepared and signed by a Nevada licensed residential designer or architect registered in Nevada although ARC will review preliminary plans based on "plan book" blueprints.

Review and approval of the ARC is necessary before additions or alterations are made to any portion of the approved plans.

The ARC may add further requirements not covered in the foregoing outline, or modify the standards set forth, if, in its opinion, such modifications are in the best interest of Silver Oak.

If the Committee finds it necessary to disapprove a plan, the restrictions make no provisions for appeal to any other body. The Committee will attempt to be specific in indicating the reasons for disapproval. The applicant may attempt to revise those areas noted as unacceptable or submit a completely new plan. More than one meeting may be required for preliminary approval.

The Silver Oak project is a golf course setting. As such, there are inherent design issues for residential structures. The designee, Architect and Owner should consider carefully the design elements associated with golf course community characteristics to assure the most aesthetically and safe design for each Owner.

8.0 Construction Standards

8.1 Prior to Start Up and Deliveries

- Owners wishing to build need to complete the following three steps in order to commence work.
(1) Received the Silver Oak Architectural Review Committee's full approval. (2) Received all required Carson City approvals. (3) Submitted the Architectural Review Fee to the Association and make any construction cleanup/security deposit required by the ARC, if any.
- General contractors, employees, subcontractors and suppliers shall not enter common areas for any reason at any time unless granted permission in writing by the ARC.

8.2 Insurance

Each Owner shall cause his/her contractor, to provide to the Association a copy of their liability insurance policy designating the Association as an additional insured. This procedure is intended to protect the Association against any loss, damage or injury which may occur as the result of entry and activity by an Owner contractor or its agents.

8.3 Restricted Access

All construction personnel will be restricted to the Lot or Lots on which they are employed. This also will apply to their delivery drivers and those with whom they have appointments.

Access will be permitted only during normal working hours. Dogs and other animals are not permitted on construction sites nor shall loud music be allowed on the building site.

Autos and trucks belonging to contractors and their employees must be parked on the street so as not to inhibit access or parking of the property Owners, guests, and the public in the immediate area. The general contractor shall be responsible for adequate snow removal and to provide parking. No vehicles shall be left overnight which are not parked on the job site.

8.4 Site Conduct and Safety Precautions

The Owner and/or general contractor, job superintendent, employees, subcontractors and suppliers shall:

- Comply with all of the construction provisions established in the Design Guidelines and applicable CC&Rs.
- Follow the directives of the Silver Oak staff and the Architectural Committee and shall not consume alcoholic beverages on the site.
- Not damage or disturb the work of others.
- Not play radios or tape players at excessive noise levels at any time. No animals on the job site.
- Take all necessary precautions for the safety of all persons, materials and equipment on or adjacent to the site; furnish, erect and maintain approved barriers, lights, signs and other safeguards to give adequate warning to everyone on or near the site of dangerous conditions during the work.
- It is the Owner's responsibility to ensure that all of the above conditions are followed by their contractors and agents.

8.5 Compliance

The ARC and the Board reserve the right to stop construction and deny site access to any general contractor, job superintendent, subcontractor, supplier or their employees who are in violation of these Regulations and any other relevant provision hereof.

8.6 Construction Hours

All construction operations shall be limited to: Monday through Sunday 7:00 a.m. to 7:00 p.m. Earth moving equipment shall be limited on weekends from 8:00 a.m. to 4:30 p.m. As the project becomes "built out" the hours of construction may be modified.

8.7 Temporary Construction Facilities

For each ownership, the following temporary construction facilities shall be placed on the Owner's Lot before construction commences:

- **Temporary Water:** Temporary water facilities for dust control shall be provided and installed.
- **Temporary Electric:** A metered power outlet shall be provided and installed in accordance with the requirements of Carson City and any other applicable agency.
- **Temporary Toilet:** A temporary fiberglass toilet in good condition shall be required with a bi-weekly chemical maintenance program. These units shall be maintained in a clean, sanitary and odorless condition and placed away from the street and neighboring homes.
- **Dumpster:** A dumpster shall be maintained on the Lot during the duration of the construction. A regular dumping service shall be maintained so that overflow and unpleasant odors do not occur. Multiple lots may share a dumpster of a size sufficient to handle the volume of debris generated from the site.
- **Temporary Construction Trailer:** Construction trailers will be allowed for contractors building on not less than five (5) lots, provided that the trailer is not larger than 8' x 16' and is only used for construction related meetings and storage.
- One contractor's sign and one architect's sign may appear in front of a house under construction. The sign may be no larger than 3 feet by 3 feet in dimension and mounted so that it is not more than 4 feet in height. Any sign must be done in earth tone colors and is subject to final approval by the ARC.

8.8 Use of Adjacent Property

The use of property adjacent to Lots under construction for vehicular access purposes, parking or equipment and material storage will not be permitted without written permission of the adjacent property Owner and the agreement to provide dust suppression. No parking, storing, or activity of any kind is allowed in lineal riparian areas on or off the property.

8.9 Site Maintenance

The Owner, general contractor, subcontractor and suppliers shall maintain the job site in a neat and clean condition, removing paper, cans, bottles and other litter on a daily basis as necessary to maintain a clean and workmanlike building site.

Equipment not in daily use should be removed from the site.

The Owner and General Contractor shall be responsible for dust control and the cleaning of the site, street and gutters adjacent to the site. Destruction of street improvements, common area improvements adjoining lot disturbance and dust damage will be the liability of the Owner/General Contractor.

8.10 Disposal of Site Spoils

Any spoils generated from the site grading must be placed on the Owner's Lot. No material may be placed on the street or common area. Storage of spoils on adjacent property will not be permitted. All excess spoils shall be removed promptly and disposed in accordance with City and/or State rules and regulations at controlled dumpsites.

9.0 General

We welcome you to Silver Oak. We intend to be flexible in the application of these standards with the underlying premise that Silver Oak be a quality project with quality construction.

Should you have any questions, please feel free to contact the Project office at 882-6300.

