

# Variance Permit

**VARIANCE**  
**FOR**  
**SUMMERHAWK**  
**A COMMON OPEN SPACE SUBDIVISION**

PREPARED FOR:  
SYNCON HOMES  
2221 Meridian Blvd. Ste. A  
Minden, NV 89423

PREPARED BY:



***CAPITAL ENGINEERING***

P.O. BOX 3750  
CARSON CITY, NV 897002  
(775) 882-5630

OCTOBER, 2006

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INTRODUCTORY LETTER  
APPLICATION  
QUESTIONNAIRE



# CAPITAL ENGINEERING

P.O. Box 3750

(775)882-5630 Fax(775)885-7282

Carson City, NV 89702

October 18, 2006

Mr. Walt Sullivan  
Director Carson City Community Development  
2621 Northgate Lane, #62  
Carson City, NV 89706

RE: Variance Request for Assessors Parcel Numbers (APN) 009-021-02, APN 009-031-01, APN 009-031-02, APN 009-031-07 and APN 009-151-01, Summerhawk – A  
Common Open Space Subdivision

Walt,

The proposed Summerhawk subdivision consists of 201 single family residential lots. Syncon Homes presents this development as a Common Open Space Subdivision to accommodate the split zoning consisting of single-family (SF) 12000 and Conservation Reserve (CR). Summerhawk is located at the west end of Rhodes Street in south Carson City. The eastern boundary of the project is located approximately 1300' from the Curry Street and Rhodes Street with the western boundary abutting National Forest Service lands.

The Master Plan designation for the project site is Low Density Residential (LDR) in the development area and Open Space to the west, southwest, north and northwest. Master Plan designations for properties to the east and southeast include Mixed Use Residential and High Density Residential. Summerhawk proposes a residential development compatible with that of the adjacent land use designations. The proposed Summerhawk Common Open Space Subdivision will result in densities which are consistent with the land use designation.

A Variance is requested to the minimum lot size of the underlying SF 12, 12,000 ft<sup>2</sup> requirements. The Variance is requested to allow the minimum lot size to be reduced from 12,000 ft<sup>2</sup> required to 8,000 ft<sup>2</sup> per unit. The request will not affect the maximum densities. All other provisions of CCMC 18.04.190, Residential Districts Intensity and Dimensional Standards are in compliance including minimum lot width, front yard setbacks, side yard setbacks and rear yard setback. Typical building envelopes are shown on the tentative subdivision map. The request will not affect maximum densities.

Lot sizes are proposed at a minimum size of 80 feet (ft) x100 ft, 8,000 ft<sup>2</sup>, with building plans ranging from 3,000 ft<sup>2</sup> to 4,200 ft<sup>2</sup>. Maximum lot coverage for the two-story units is 2,600 ft<sup>2</sup>. Lots are designed to accommodate varying slope conditions including those adjacent to the existing drainage areas. CCMC 17.09.095 states specific design standards relating to the minimum lot size, lot width and setback requirements applicable to the base zoning district may be reduced for better utilization of the land and to

produce a housing environment of stable and desirable character consistent with the objectives of Title 17 and the master plan.

The Variance request contained herein does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located. The location and surroundings represent special circumstances applicable to the subject property. The establishment, maintenance, and operation of the proposed development will not be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood or to the general welfare of Carson City.

If you have any questions regarding this application, please do not hesitate to contact me at 882-5630.

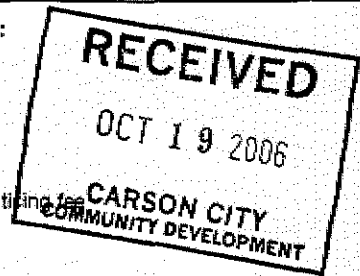
Thank you

Mark Rotter  
Capital Engineering

Carson City Planning and Community Development  
2621 Northgate Lane, Suite 62 · Carson City NV 89706  
Phone: (775) 887-2180 · E-mail: plandept@ci.carson-city.nv.us

FOR OFFICE USE ONLY:

CCMC 18.02



FILE # VAR - 06 - 205

**VARIANCE**

FEE: \$500.00 + notary fee

**SUBMITTAL PACKET**

- Application Form
- Site Plan
- Building Elevation Drawings and Floor Plans
- Proposal Questionnaire With Both Questions and Answers Given
- Applicant's Acknowledgment Statement
- 26 Completed Application Packets (1 Original + 25 Copies)
- Documentation of Taxes Paid-to-Date

**PROPERTY OWNER**

Stanton Park Development Inc  
MAILING ADDRESS, CITY, STATE, ZIP  
2989 Highway 50 East  
Carson City, NV 89701

PHONE # FAX #  
(775) 882-5000 (775) 885-5630

Name of Person to Whom All Correspondence Should Be Sent  
**APPLICANT/AGENT**

Capital Engineering  
MAILING ADDRESS, CITY, STATE ZIP  
Executive Pointe Way, Suite 12  
Carson City, NV 89521

PHONE # FAX #  
(775) 882-5630 (775) 885-7282

**E-MAIL ADDRESS**

Application Reviewed and Received By:

Submission Deadline: See attached 2006 PC application submittal schedule.

Note: Submittals must be of sufficient clarity and detail such that all departments are able to determine if they can support the request. Additional information may be required.

Project's Assessor Parcel Number(s): 09-021-02, 09-031-01, 09-031-02, 09-031-07 and 09-151-01	Street Address Rhodes Street and Curry Street	ZIP Code
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Project's Master Plan Designation Agriculture Residential	Project's Current Zoning SF12000 & CR	Nearest Major Cross Street(s) Rhodes Street and Curry Street
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Briefly describe your proposed project: (Use additional sheets or attachments if necessary)  
In accordance with Carson City Municipal Code (CCMC) Section: \_\_\_\_\_, or Development Standards, Division \_\_\_\_\_, Section \_\_\_\_\_, a request to allow a variance as follows:

**PROPERTY OWNER'S AFFIDAVIT**

I, \_\_\_\_\_, being duly deposited, do hereby affirm that I am the record owner of the subject property, and that I have knowledge of, and I agree to, the filing of this application.

Signature \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

Use additional page(s) if necessary for other names.

STATE OF NEVADA )  
COUNTY )

On \_\_\_\_\_, 200\_\_\_\_, personally appeared before me, a notary public, personally known (or proved) to me to be the person whose name is subscribed to the foregoing document and who acknowledged to me that he/she executed the foregoing document.

Notary Public

NOTE: If your project is located within the historic district, airport area, or downtown area, it may need to be scheduled before the Historic Resources Commission, the Airport Authority, Downtown Design Review, and/or the Redevelopment Authority Citizens Committee. Prior to being scheduled for review by the Planning Commission, Planning and Community Development Department personnel can help you make the above determination.

**ADDENDUM I**

THIS ADDENDUM is hereby made a part of that certain application to the Carson City Planning Commission by Hanser, LLC for a Open Space Subdivision on Assessor's Parcel Number 009-031-07 and 009-031-07. A copy of said application is attached hereto.

OWNER'S AFFIDAVIT (To be executed by the legal property owner(s) in addition to those legal owners on the subject application).

STATE OF NEVADA)  
CARSON CITY )<sup>ss</sup>

I, \_\_\_\_\_, being duly sworn, depose and say that I am a legal owner of the property involved in the subject application, that the statements herein contained in that application are in all respects, true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mailing Address: 990 Ironwood Drive  
Minden, NV, 89423

\_\_\_\_\_  
Telephone: (775) 882-7754

SUBSCRIBED AND SWORN BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ADDENDUM I**

THIS ADDENDUM is hereby made a part of that certain application to the Carson City Planning Commission by Hanser, LLC for a Open Space Subdivision on Assessor's Parcel Number 009-031-07 and 009-031-07. A copy of said application is attached hereto.

**OWNER'S AFFIDAVIT** (To be executed by the legal property owner(s) in addition to those legal owners on the subject application).

STATE OF NEVADA)  
CARSON CITY )<sup>SS</sup>

I, LEO A. HANLY, being duly sworn, depose and say that I am a legal owner of the property involved in the subject application, that the statements herein contained in that application are in all respects, true and correct to the best of my knowledge.

Signature

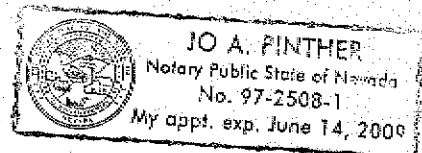
Date

Mailing Address: 990 Ironwood Drive  
Minden, NV, 89423

Telephone: (775) 882-7754

SUBSCRIBED AND SWORN BEFORE ME  
THIS 27<sup>th</sup> DAY OF Sept, 2006

JO A. PINTHER  
Notary Public



## GENERAL REVIEW OF PERMITS

Source: CCMC 18.02.085. (1) The Planning Commission and possibly the Board of Supervisors, in reviewing and judging the merit of a proposal for a variance, shall direct its considerations to, and find that the following conditions and standards are met:

### FINDINGS

**Question 1. Describe the special circumstances or conditions applying to the property under consideration which exist making compliance with the provisions of this title difficult and a cause of hardship to, and abridgment of a property right of the owner of the property; and describe how such circumstances or conditions do not apply generally to other properties in the same land use district and explain how they are not self-imposed.**

### LOT SIZE

*A Variance request is being made to the minimum lot size requirement. The request is being made to provide an improved use of the land through avoidance of specific site constraints. A site analysis showing development opportunities and constraints has been prepared along with the project design objectives, to determine the total area covered by lots and roads, lot areas and the total area to be designated as common open space. An analysis of Summerhawk's slopes, soil characteristics, drainages, seismic faults and potential flood hazards has been completed. The site analysis provides information which identifies site opportunities and constraints. A constraints map, describing all significant physical features which affect the Summerhawk development. The analysis shows steep slopes, bedrock outcroppings, drainage setback requirements and vegetation are all constraints which leave limited land for development. These constraints have presented the challenge to implement the efficient construction activities, use of infrastructure and services. The land shown within the mapped residential location is more suitable for development. Adjacent properties are not subject to the same set of constraints since the properties are gently-sloped to nearly flat. Additionally, the existing developments located adjoining to the south and east of Summerhawk. The properties to the south and east are either "older" neighborhoods or is tribal land both of which did not or do not fall under the same "Development Standard's" applied to Summerhawk.*

*Lot sizes are proposed at a minimum size of 80 feet (ft) x100 ft, 8,000 ft<sup>2</sup>, with building plans ranging from 3,000 ft<sup>2</sup> to 4,200 ft<sup>2</sup>. Maximum lot coverage for the two-story units is 2,600 ft<sup>2</sup>. Lots are designed to accommodate varying slope conditions including those adjacent to the existing drainage areas. CCMC 17.09.095 states specific design standards relating to the minimum lot size, lot width and setback requirements applicable to the base zoning district may be reduced for better utilization of the land and to produce a housing environment of stable and desirable character consistent with the objectives of Title 17 and the master plan.*

*A Variance is requested to the minimum lot size of the underlying SF 12, 12,000 ft<sup>2</sup> requirements. The standard is proposed to be varied below the minimum standard. The Variance is requested to allow the minimum lot size to be reduced from 12,000 ft<sup>2</sup> required to 8,000 ft<sup>2</sup> per unit. The request will not affect the maximum densities. All*

other provisions of CCMC18.04.190, Residential Districts Intensity and Dimensional Standards are in compliance including minimum lot width, front yard setbacks, side yard setbacks and rear yard setback. Typical building envelopes are shown on the tentative subdivision map. The request will not affect maximum densities.

**Question 2. Explain how granting of the variance is necessary to do justice to the applicant or owner of the property without extending any special privilege to them.**

*The location and surroundings represent special circumstances applicable to the subject property. As a result, the strict application of Title 17 and Title 18 would deprive the subject property of ability to effectively and efficiently develop the Summerhawk Common Open Space Subdivision.*

mrotter@capitalregion.com The variance request contained herein does not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zoning classifications in which the property is located.

**Question 3. Explain how the granting of the variance will not result in material damage or prejudice to the other properties in the vicinity nor be detrimental to the public health, safety and general welfare.**

*By granting this variance, no material damage on adjacent properties will occur. With the exception of the commercial development to the east of the Summerhawk site the area has been developed primarily with mixed use residential to high intensity residential uses. By granting this variance, the applicant would be able to create a project consistent with the surrounding developments.*

*This request for varied setbacks and the establishment, maintenance, and operation of the proposed development is not anticipated to detrimentally affect the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood or to the general welfare of Carson City.*

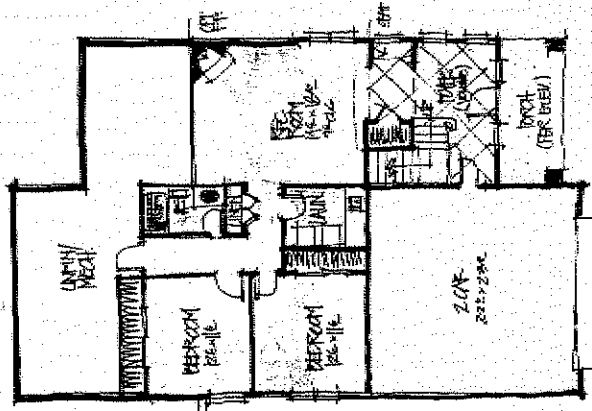
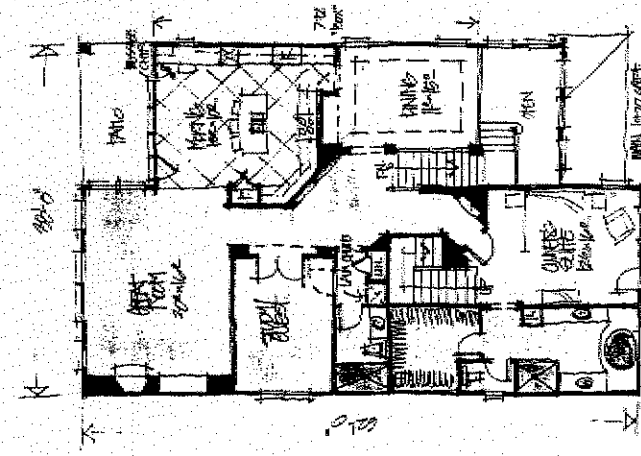
**ACKNOWLEDGEMENT OF APPLICANT**

I certify that the foregoing statements are true and correct to the best of my knowledge and belief. I agree to fully comply with all conditions as established by the Planning Commission/Board of Supervisors. I am aware that this permit becomes null and void if the use is not initiated within one year of the date of the Planning Commission/Board of Supervisors approval; and I understand that this permit may be revoked for violation of any of the conditions of approval. I further understand that approval of this application does not exempt me from all City Code requirements.

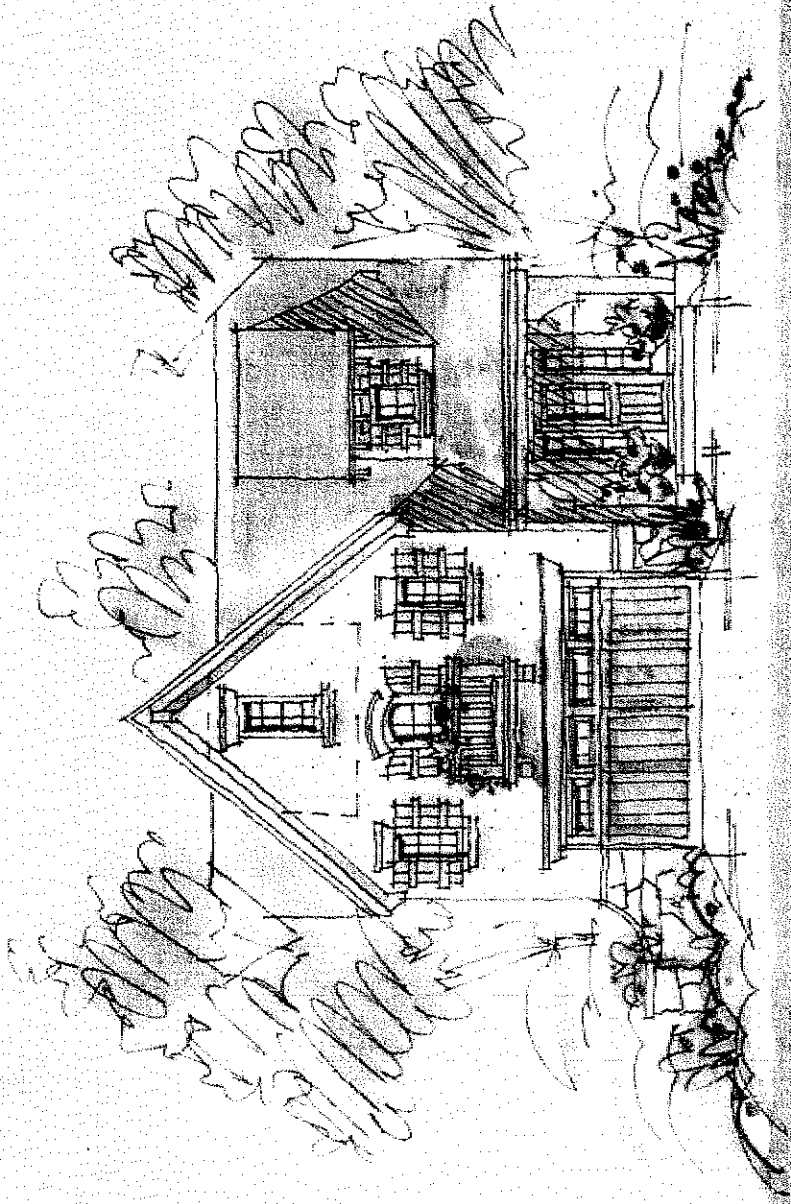
\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

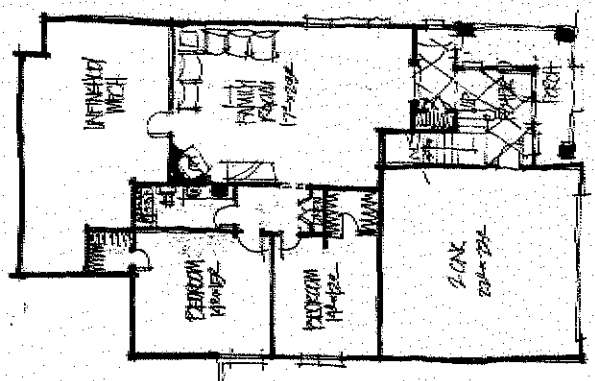
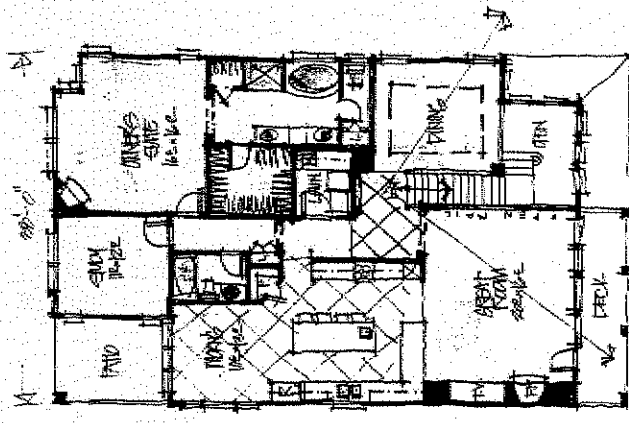
# Building Analysis & Plans



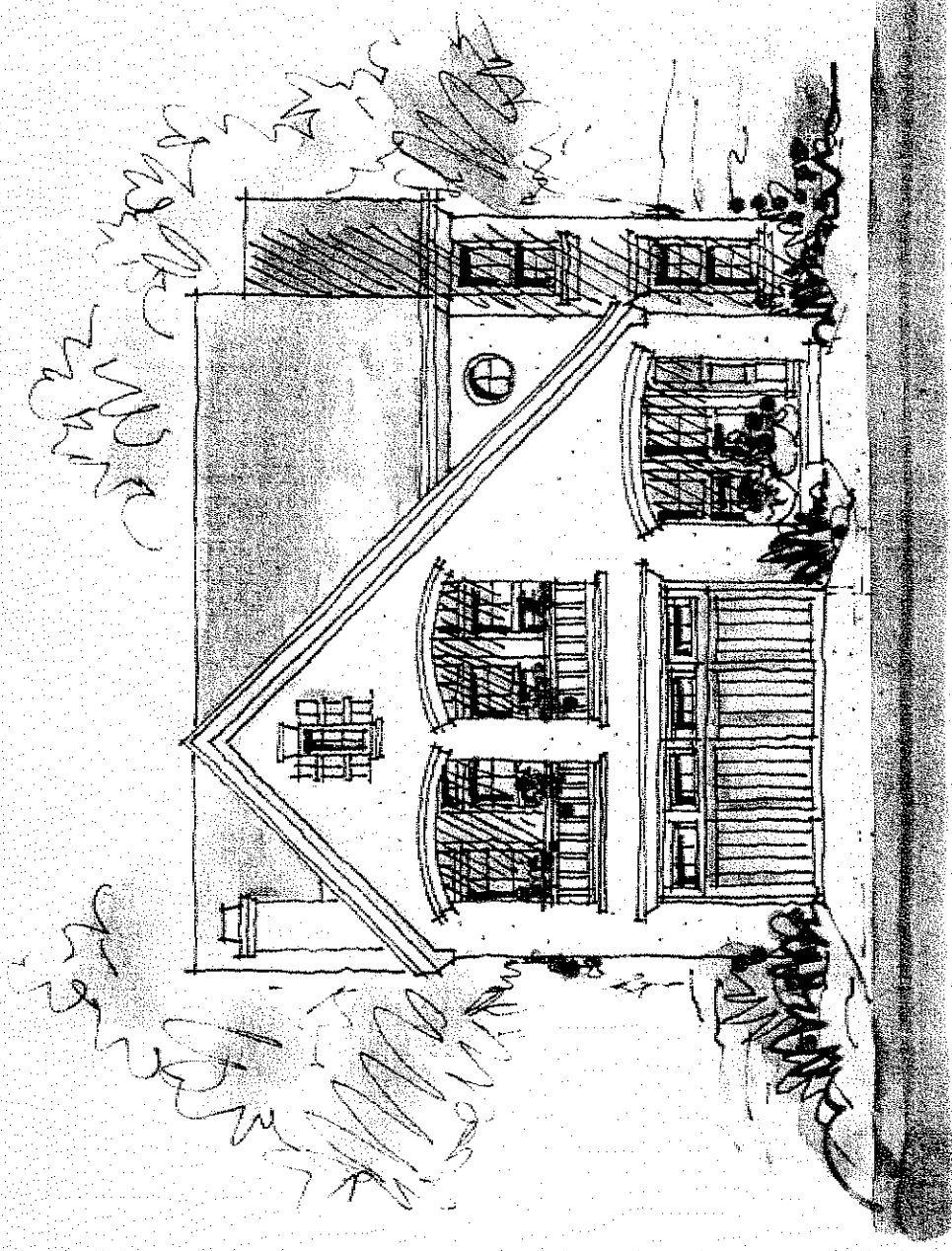
LOWER LEVEL FLOOR  
 (100% GRT FINISHED)  
 "UP-HILL"



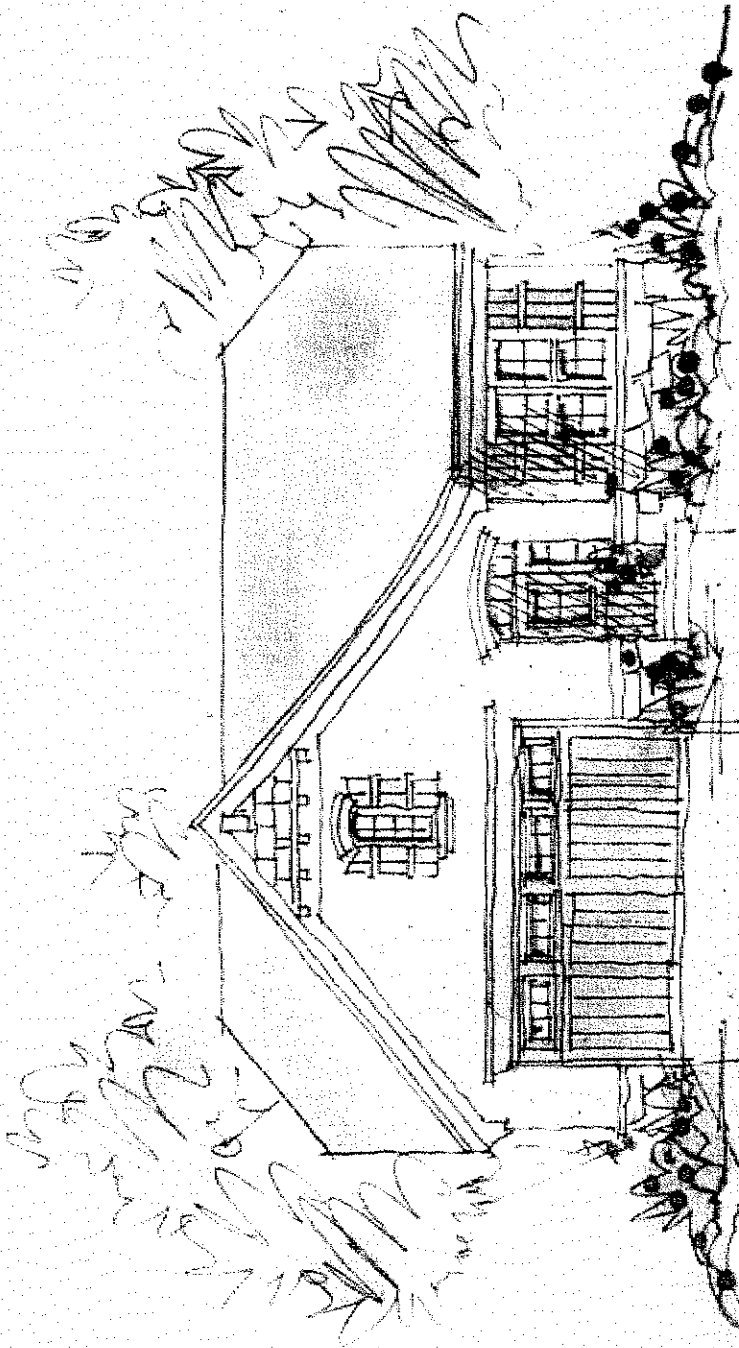
SUMMERHAWK - JIMMY MODEL A - PAVED ELEV. 3' 0"  
 PARENTS' "HENWAY" - JOHN BARTER - 11/11/2008



LONGER LEVEL PLAN MAKE IS  
12'0" x 12'0"



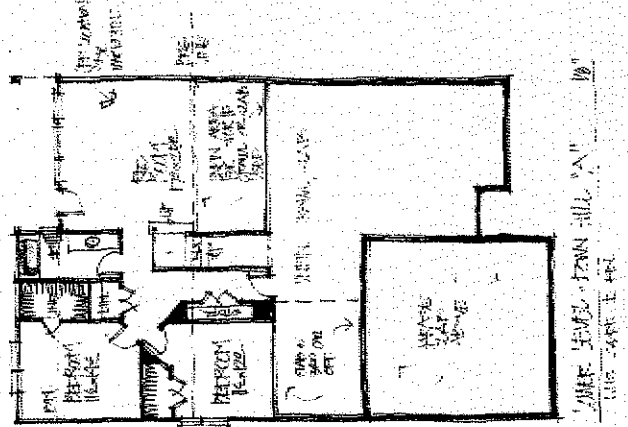
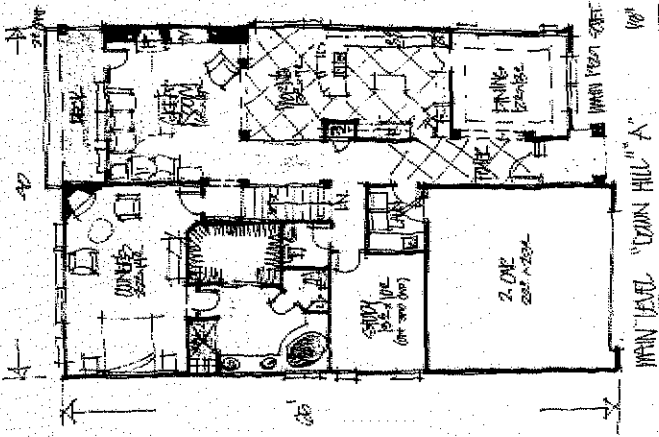
SUMMERHAWK "HILL" VILLAGE, B. SEVENTH E 1/2"  
SITE MAIN FLOOR, REAR FRONT



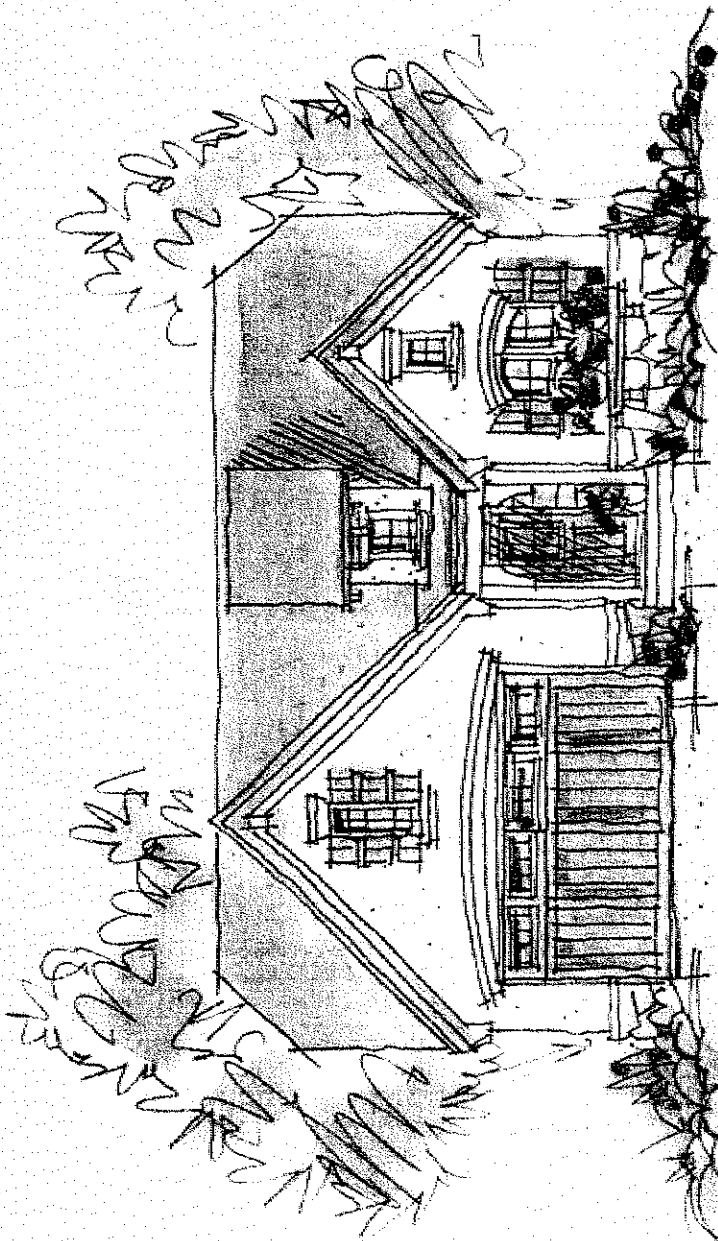
SUMMERHAWK TOWN HILL MODEL "A" - FEB "15"

IRON TOWER

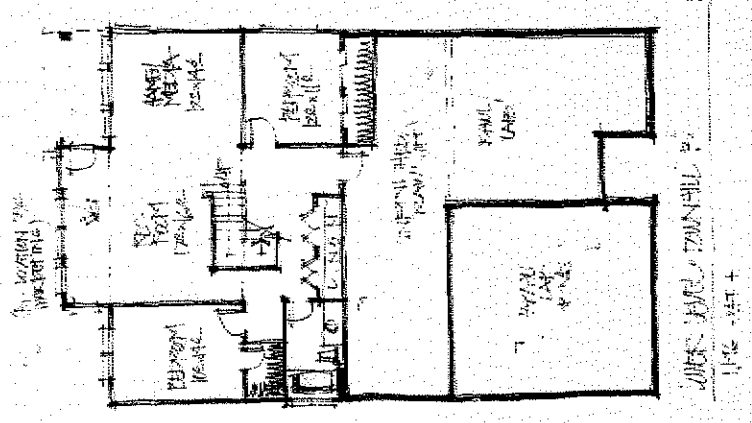
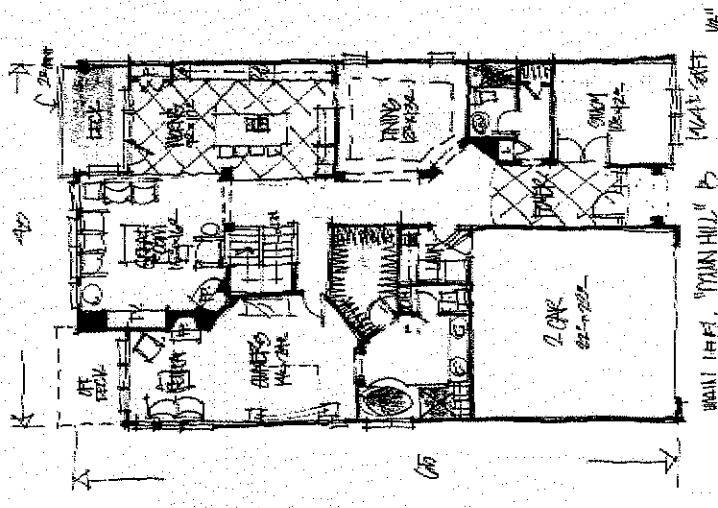
IRON TOWER



118' 0" 100' 0"



SUMMERHAWK • PENNHILL • MOBL "B" • ELEV "B" 1/8"  
 FINON • 2/10/02



MOBL "B" 28'-0" x 32'-0"

# CC & R's

**SUMMERHAWK**  
**HOMEOWNER'S ASSOCIATION**  
**RULES AND REGULATIONS**

# SUMMERHAWK HOMEOWNER'S ASSOCIATION

## RULES AND REGULATIONS

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7. ASSESSMENTS
8. GENERAL
9. RECREATIONAL FACILITIES
10. COMPLIANCE POLICIES AND PROCEDURES

The Board of Directors (Board) of the Summerhawk Homeowners Association (Association) and the Summerhawk Fire Safe Council (FSC) shall, from time to time, adopt rules and regulations as it may deem advisable to govern the Summerhawk development and covering such additional matters as that the Board may deem appropriate to protect property values, keep the Owners investments secure, and ensure that residents shall have a pleasant environment in which to live. Additionally, The this document has been fashioned to control the nature and character of property use and development for the benefit of the current and future property owners within the Summerhawk Common Open Space Subdivision.

The nature of Association living requires a higher degree of cooperation and thoughtfulness among residents than is customary in individual house neighborhoods. It should be the desire of all residents to maintain an attractive, congenial, and pleasant living environment. Self-government of the community requires mature acceptance of restraints on our individual desires and lifestyles.

No use shall interfere with the usual and expected pleasant, safe, peaceful and quite enjoyment by an Owner of his Unit or the common open space, parks or recreational areas. These rules contain sanctions severe enough to discourage any violation of these Covenants, Conditions, and Restrictions (CC & R's).

The following RULES AND REGULATIONS are adopted to protect property values, to keep the Owners' investments secure, and to ensure that all members of the Summerhawk's Association shall have a pleasant environment in which to live.

## SUMMERHAWK HOME OWNERS ASSOCIATION

### RULE 1. RULES AND REGULATIONS

1. It is the Owner's responsibility to see that all tenants, guests, and persons inhabiting their Residential Unit (Unit) are in compliance with the Rules and Regulations of the Association as adopted in the governing Declaration of CC & R's as adopted in the following Rules and Regulations.
  - A. The homeowner will be held directly responsible for such persons and for any damage to Association property that they might cause. Damage assessments will be based on cost of repairs or replacement and labor for actual cleaning and/or repair of facilities.
  - B. The Rules and Regulations set forth below apply to homeowners and occupants of the Community.
  - C. These Rules and Regulations do not supersede the By-Laws and/or CC & R's.
  - D. Each owner shall at their own expense keep their Unit and its equipment and appurtenances in good order, condition, and repair and in clean and sanitary state.

### RULE 2. BUILDINGS AND GROUNDS

#### 2.1 OCCUPANCY

- A. Occupancy use is limited solely to residential purposes and no commercial activity or business of any kind shall be conducted from any portion of the residence, including all common areas and community facilities.
- B. No homeowner shall interfere with the enjoyment comfort, rights, or convenience of any other homeowner and/or occupant, nor annoy any homeowner and/or occupant by loud or unreasonable noise or by any nuisance.
- C. No overnight, temporary or permanent occupancy within any motor home, recreational vehicle, camper or trailer shall be allowed on any portion of the Community.
- D. No garage, shed, tent, trailer or temporary structure of any kind shall be permitted for any purpose except for use related to construction and/or repairs with written approval from the Board and the Architectural and Landscape Control Committee (ALCC) and the Fire Safe Council.
- E. Garage sales or related type sales shall not be permitted.

#### 2.2 BUILDING EXTERIORS

- A. The Owner shall be responsible for maintaining the exterior Unit, including but not limited to all painted surfaces and the stucco walls between and surrounding the Units in accordance with the Architectural Design Guidelines. It shall be the responsibility of the Owner to repaint the exterior of the Unit when the ALCC determines, pursuant to Architectural Design Guidelines, that repainting is

necessary.

- B. Repairs or maintenance necessitated by intentional, negligent, or careless acts of homeowner and/or occupant, or guest shall be borne entirely by said homeowner. A lien shall be placed on the Unit in question unless paid within sixty (60) days from notice.
- C. Any other damage, such as, but not limited to, broken window glass, or garage door shall be repaired within 30 days of occurrence by the Owner and at the expense of the Owner.

### 2.3 LANDSCAPING AND GROUNDS MAINTENANCE

- A. The ALCC and the FSC shall make all decisions regarding the extent, type, design and general appearance of lawns and landscaping.
- B. All front yard landscaping, trees and shrubbery shall be placed by the Declarant and maintained by the Association. If an Owner plants additional shrubbery, trees, etc., he must first obtain written permission from the Board and the ALCC and the Fire Safe Council. If an Owner fails to receive written permission from the Board, the ALCC the Fire Safe Council, Board, the ALCC the FSC may have the unauthorized trees, shrubs, and plants removed, at the expense of the owner.

### 2.4 MODIFICATION OF BUILDING EXTERIORS AND GROUNDS

- A. The ALCC and the FSC shall make all decisions regarding the extent, type, design and general appearance of lawns and landscaping.
- B. No alteration, structural improvement, modification, addition or change in the exterior design or finish of any building (including exterior paint color), the landscaping or any common area shall be undertaken by any homeowner and/or occupant without express prior written approval of the Board, the ALCC and the Fire Safe Council.
- C. No Owner shall take any action or permit any action to be taken that will impair the structural soundness, integrity or safety of any building, or other structure, or other structure, in the Community, nor impair any easement or right enjoyed by the Community or Members, without express prior written approval of the Board, the ALCC and the Fire Safe Council.
- D. The Association may not unreasonably restrict, prohibit or withhold approval for a Unit's owner to ad an improvement such as ramps or railings that are necessary to improve access to the Unit for any occupant of the Unit who has a disability. Any improvement or alteration made pursuant to this section that is visible from any other portion of the Association must be installed, constructed or added in accordance with the procedures set for by the Association and the ALCC and must be selected or designed to the maximum extent practicable to be compatible with the style of the Association. Unit's owners must first obtain written approval by the Association, the ALCC and the FSC prior to installation of such improvements.
- E. No solar heating devices or panels of any kind shall be allowed unless first approved in writing by the Board and the ALCC. The Board and the ALCC may not unreasonably restrict, prohibit, or withhold approval for a Unit's owner to add, to a Unit, additional locks to improve the security of the Unit. Any improvement or alteration made pursuant to this section that is visible from any other portion of

the Association must be installed, constructed or added in accordance with the procedures set for the ALCC and must be selected or designed to the maximum extent practicable to be compatible with the style of the Association. Unit's Owners must first obtain written approval by the Association and the ALCC prior to installation of such improvement.

- F. Any such unauthorized changes or alterations shall be restored to the original condition, common scheme or design at the direction of the Board and the ALCC and at the expense of the homeowner.
- G. No unsightly article shall be displayed or hung any exterior of any building, fence, shrubs, or trees or remain on any Lot so as to be visible from a neighboring property or public or private thoroughfares, including items seen through view fencing, except signage meeting the requirements of Rule 5.
- H. Holiday lighting and decorations are acceptable during the month of December. All holiday decorations must be removed by the 15th of January.
- I. The American Flag and/or Nevada State Flag may be displayed:
  - 1. On a flagpole or staff which is located on exterior property within the boundaries of this Unit.
  - 2. Flags must be displayed from either a poll or a staff; they are not to be placed horizontally or vertically against a wall.
  - 3. Flags should only be displayed from sunrise to sunset and taken down during inclement weather. Displaying the American Flag and/or State flag after sunset is considered inappropriate and owners will be so informed.
  - 4. No flag should be displayed when it is in such a condition no longer a fitting emblem for display.
- J. Owners may install satellite dishes, providing the satellite dish meets certain guidelines of the ALCC and is approved by prior to installation.
- K. No radio, television, ham radio or "C.B." antenna of any kind or type shall be permitted upon any residence site, residence building or common areas.
- L. No electrical device of any kind or type or nature shall be allowed to operate on or within any residence site or any portion of the common area that produces interference with another homeowner and/or occupant's radio or television reception.
- M. Feeding animals in the common area is prohibited.
- N. Members are expected to promptly report any damage or problems in the common areas. This includes, but is not limited to broken sprinklers.
- O. The only acceptable window coverings are drapes, curtains, blinds or interior shutters. No other types of window coverings, such as paper, aluminum foil, sheets, etc., can be used. Window coverings within the Unit, visible to the outside must have a white or cream lining in order to provide a uniform appearance to the exterior of the building.
- P. No erected fence or wall may be removed, extended, altered or a new fence built

without prior written consent of the ALCC and the FSC.

- Q. No structure, hot tub, decking, etc., may be erected within the common areas of any Unit without prior written approval by the Board, the ALCC, the FSC and subsequent approval by Carson City.

### **RULE 3. STREET AND PARKING AREAS**

#### **3.1 STREET USE AND RESTRICTIONS**

- A. All streets within the area are private streets subject to the control of the Association.
- B. The speed limit on all streets shall be a maximum of 15 miles per hour. All posted signs must be obeyed.
- C. Streets are not to be used by unlicensed motorcycles or motor operated vehicles or by anyone not licensed to operate a vehicle on a public street.
- D. No motorized vehicles of any kind, inclusive of, but not limited to, motorcycles, motorized bicycles, go-carts, ATV's or mopeds that are not equipped with appropriate muffling device shall be operated upon any portion of the project.
- E. The movement and operation of any or all vehicles is limited to the paved roadways and respective parking areas of the Association property.
- F. No skates, skateboards, scooters, wagons, bicycles or other propelled vehicles of any kind shall enter upon any portion of the landscaped areas or sidewalks due to potential sprinkler and lawn damage which can occur easily.
- G. Streets servicing the Association may not be used as a playground area or for the use of skates, skateboards, scooters, wagons, bicycles or other propelled vehicles of any kind.
- H. Fire lanes must be kept clear at all times.

#### **3.2 PARKING**

- A. Parking is reserved for residents and guests only.
- B. Owners are not allowed to park their vehicles in the designated guest parking areas unless otherwise provided herein.
- C. No vehicle shall be parked in such a manner as to impede or restrict the normal flow of street traffic.
- D. No vehicle shall be parked in such a manner as to impede or prevent ready access to the premises of another Unit.
- E. No trailers, i.e., house, utility, boat, horse, motor home, and/or pickup trucks with camper shells above cab level and trucks over one ton are to be parked on any street within the complex or in any driveway. Recreation vehicles may be parked for a limited period of time, not to exceed 24 hours in a Unit driveway or if too large, in a guest parking space. At the completion of loading or unloading, the recreational vehicles must be removed and parked in another off-site location.

- F. Garage door must be kept closed at all times except for exit, entry, loading, unloading, and maintenance of building or landscaping.
- G. No inoperative or unregistered vehicle of any kind or type shall be allowed to stand on or within any street, parking area or any portion of the area, including driveways, for more than 72 hours. Those vehicles will be tagged, and then towed if in violation. (Exception: vehicles parked within its Owner's garage).
- H. No major vehicle or equipment repair will be permitted in any parking area, driveway or on any street within the project. Any damage caused to the asphalt or concrete, including driveways, due to an oil change, engine leak, gas spill, etc., will be repaired by the Association and the Owner billed accordingly.
- I. Any damage to lawn or landscaped areas caused by vehicles parked on the street edge shall be repaired at the expense of the Homeowner.
- J. The Association may and shall use its own discretion as to the removal of any vehicle appearing in violation of the above Rules and Regulations, and may have it towed away at the vehicle owner's expense and shall be held harmless in so doing.
- K. When and where applicable, the foregoing shall apply to all tenants, guests, and invitees and to all persons within the Summerhawk's development.
- L. Vehicle Violation: The Board may cause prompt and immediate removal of vehicles improperly parked on property, owned or leased by the Association pursuant to NRS 487.038 without going through the notification and hearing process.

#### RULE 4. PETS

##### 4.1 GENERAL

- A. No dog house, kennel or other facility for raising, sheltering or boarding dogs or other animals may be visible from the street or common area. No more than 2 of each species of household pets shall be raised, or kept on any lot. No animal or fowl of any description shall be raised, housed or kept, within Summerhawk except dogs, less than 25 pounds, cats, or other household pets that are of such nature as not to interfere with the safety, comfort, and quiet enjoyment of adjoining owners, provided they are not kept or raised for any commercial purpose.
- B. No pet (including cats) shall be permitted outside the occupants Unit on any common area unless secured by leash or suitable restraint. Any pet found running loose will be turned over to Carson City Animal Control. It is not permissible to tie pets in the Common areas.
- C. Notice will be sent to any pet owner whose pet unreasonably disturbs another homeowner and/or occupant by barking or other disturbance and fails to control the animal. In such a close community, it is the obligation of each homeowner and/or occupant to respect the privacy and quiet enjoyment of all individuals in the community.
- D. Homeowners and/or occupants shall clean up after their pets and are liable for any damage done to common areas. Homeowners and/or occupants neglecting to comply will be billed for the additional maintenance expense.

- E. The homeowner and/or occupant shall indemnify and hold the Association harmless from any and all damage and/or injury incurred by any animal owned by or under the control of the owner and/or occupant.

#### **RULE 5. SIGNS**

##### **5.1 SIGNS**

- A. No signs, billboards or advertising structures of any kind may be displayed for public view on any lot except one professional sign not more 5 square feet advertising the property for sale, or signs used by the builder or Declarant to advertise the property during the construction and sales period.

#### **RULE 6. REFUSE**

##### **6.1 REFUSE CONTROL**

- A. No garbage, refuse, discards or obnoxious, offensive materials shall be permitted to accumulate on any portion of the subject property, and the homeowner and/or occupant thereof shall cause all garbage and other like materials to be disposed of by and in accordance with accepted sanitary practice.
- B. Garbage and refuse can be put out for collection the night before the morning that collection is made. All garbage must be in suitable collection containers with secure lids. Cardboard boxes, plastic bags or paper sacks are not permitted. Any garbage that is not suitably contained and is scattered by animals shall be the responsibility of the Owner. Empty containers must be returned to the interior of the garage or behind the fence when empty and shall not remain by the street longer than 12 hours.
- C. No Owner shall keep or permit to be kept any unsightly object or objects in and about his/her home, which are visible from the street. The definition of unsightly is at the discretion of the Board.

#### **RULE 7. ASSESSMENTS**

##### **7.1 DELINQUENT PROCEDURE**

- A. Regular Monthly Assessments are due, in advance on the 1<sup>st</sup> day of the month are delinquent if not received in full by the Association, within 15 days after the due date thereof Special and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within 15 days after it is due.
- B. A late charge of 18% will be applied to the Unit owner's account on the 16<sup>th</sup> day after the assessment became due.
- C. If an Owner's account has a delinquent and/or rotating balance of any amount for a period of 30 days, and assessments are part of this balance, a Delinquent Notice will be sent to the Owner with all fees and costs related to the preparation and mailing of said Notice assessed to the Owner's account. These costs shall be collectable as assessments.
- D. If an owner's account has a delinquent and/or rotating balance of any amount for a period of 60 days, and assessments are part of this balance, a Notice of

Intent to Lien will be sent to the Owner(s) with all fees and costs related to the preparation and mailing of said Notice assessed to the Owner's account. These costs shall be collectable as assessments.

- E. If all such amounts (that received a Notice of Intent to Lien) have not been received within 30 days after the date of the Notice of Intent to Lien, a Notice of Delinquent Assessment Lien will be prepared and mailed to the owner(s) thereof with all resulting collection fees and costs added to the total delinquent amount. Two types of liens may be filed due to NRS.116 restrictions: an assessment lien and other damage lien, which includes fines.
- F. All amounts thereafter due to the Association must be paid in full and the Association shall not be required to accept any portion or installment payments. Acceptance of partial or installment payments will not, under any circumstances, release or diminish the effect of Notice to Delinquent Assessment or other encumbrance the Association may have whether that lien or encumbrance be recorded or not.
- G. If all such amounts (that received a Notice of Lien) have not been received, in full, within 30 days after the mailing of said Notice of Delinquent Assessment Lien the Association will, without any further advanced notice, advance notice, proceed to take any and all additional enforcement remedies as provided for by law including, but not limited to: non-judicial foreclosure of the Notice of Delinquent Assessment. All expenses incurred for such action. Including, but not limited to attorney's fees, shall be billed to the account of the Owner as an assessment for collections
- H. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.
- I. The Association shall charge a minimum Returned Check Charge of \$35.00 for any and all checks returned as a Non-Negotiable, Insufficient Funds or for any other reason.
- J. All above referenced notices will be mailed to the record homeowner(s) at the last mailing address provided in writing to the Association by said homeowner(s).
- K. Good Faith Payment Agreements may be accepted by the Association at any time provided that the property has not sold or been forwarded to a third party collection agency or attorney, and there is reason to believe the homeowner shall honor their agreement. The Good Faith Payment Agreement will be sent to the homeowner(s) with all fees and costs related to the preparation and mailing of said agreement and assessed to the homeowner(s) account. These costs shall be collectable as assessments.
- L. Fines shall be collected in a like manner as delinquent assessments; provided, however, that the Association shall not foreclose on a lien for unpaid fees, and shall constitute a lien on the Unit of the offending owner.

## **RULE 8. GENERAL**

### **8.1 GENERAL**

- A. The Board, managing agent, and each homeowner and/or occupant shall have the right to prevent or stop violation of any of these Rules and Regulations by injunction or other lawful procedure and to recover damages resulting from such violation, including interest thereon.
- B. Invalidity of any of the above Rules and Regulations by court judgment or decree shall in no way affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.
- C. Each owner and/or occupant should arrange for insurance coverage for all losses and risks growing out of ownership and/or occupancy of the premises.
- D. No Owner shall maintain, cause to be maintained, or permit to be maintained any nuisance in and about the Community. The Board shall, in its sole discretion, determine what shall constitute a nuisance.
- E. Persons are not permitted to climb on fences or roof areas and shall not engage in any activity which is possibly harmful or damaging to any building, landscaping or common area. Throwing rocks, etc., on the lawns and in the streets will not be permitted.
- F. The park areas are for the use and enjoyment of all occupants and the public and are not to be used as a playground area for organized group sports such as football, baseball, and other such game or sports that unreasonably interfere with other use of the areas.
- G. Toys, bicycles and other playthings such as gym sets, portable swimming pools, are not to be placed, used or left on any common area. All toys, bicycles, swimming pools, etc. are to be kept within Owner's property. Any of the above items will be removed from the common areas. The items will be stored for a 2 week period, if not claimed they will be disposed of by the Management Company.

## **RULE 9. RECREATIONAL FACILITIES**

### **9.1 GOVERNING THE USE OF RECREATIONAL FACILITIES**

- A. Anyone using the recreational facilities does so at his or her own risk.
- B. Collecting litter and repairing damage created by any resident and guests is the sole responsibility and expense of the Owner.
- C. Children under 12 years of age may not use any facility unless accompanied by a responsible adult.
- D. Loud radios and portable television sets, excessive shouting, rowdy behavior and dangerous horseplay shall not be allowed. Violators will be admonished to correct their behavior and failure to do so may cause the Board to assess a penalty against the Unit and/or bar the resident from the facility for a period of time.
- E. Your Board solicits your cooperation in observing the few facility rules, most of which are based on the principle: do not infringe on the rights of others.

## **RULE 10. COMPLIANCE POLICIES AND PROCEDURES**

Pursuant to pertinent Sections of the Summerhawk CC & R's, the Association, acting by and through its Board is authorized to enforce in accordance with the sound discretion of the Board any and all provisions of the CC & R's, the Association Rules and the rules and guidelines of the Architectural and Landscape Control Committee and the Fire Safe Council.

The establishment of the procedures and policies is to facilitate a smooth and orderly handling of compliance issues, which may occur in the community. The Declarant, the Association's officers, the Board, Members, and all persons individually subject to the Association governing documents agree to encourage the amicable resolution of disputes involving the community without the emotional and financial costs of litigation. Accordingly all grievances or disputes arising from any provisions in the governing documents, including violation of any rules or regulations promulgated by the Board shall be resolved by using the procedures set forth below.

Unless the governing documents specifically state different, all claims arising out of or relating to the interpretation, application, or enforcement of the governing documents, or the rights, obligations, and duties of any member under the governing body documents, shall be subject to the following enforcement procedures and policy.

#### 10.1 COMPLAINT BY A MEMBER

- A. **Written Claim:** Any "member who is aggrieved (Claimant) by any act committed in violation of the provisions of the governing documents may file a written claim (Claim) dated and signed by the Claimant against any other member (Respondent), (collectively, the "Parties" and individually a "Party") that sets forth in ordinary and concise language the acts or omissions with which the Respondent is charged and a reference to the specific provisions of the governing documents which the Respondents alleged to have violated.
  - 1. The name of the Respondent and a description of the acts alleged to constitute a violation;
  - 2. The basis of the Claim, i.e., the specific authority under the governing documents which the Claim arises, if known to the Claimant;
  - 3. Claimant's proposed remedy; and
  - 4. A statement that the Claimant is willing to meet with Respondent or Board to discuss good faith resolution of the Claim.
- B. **Filing of Claim:** A Claim must be signed by the Claimant and must be filed with the Board and the Association or the Association manager within a reasonable time after the discovery of the alleged violation.
- C. **Initial Notice:** Upon receipt of the Claim, the Board through its manager will provide will provide to the Respondent, written notice (Initial Notice) of the claim. The Initial Notice must:
  - 1. Be mailed by first class, certified, return-receipt mail to the Respondent's address;
  - 2. Include a copy of the claim that was filed with the Board;
  - 3. Specify in reasonable detail. the alleged violation and any requested corrections;

4. Inform the Respondent, of his opportunity to dispute the alleged violation and to have a hearing before the Board.
  5. Inform the Respondent that he has 15 days from the date of the complaint to dispute the allegations by filing a written answer (Notice of Defense) with the Board
- D. Acknowledgment: the Respondent shall file a response (Acknowledgement) with the Board within 15 days after receiving the Initial Notice. The Acknowledgement must be mailed to the Board at the address specified in the Initial Notice; and
1. Contain an admission or denial of the allegations contained in the Claim;
  2. Provide a reasonable time period in which the violation may be cured, if the violation is admitted and is of a nature to be cured by Respondent's action.
  3. Communication with the Management Company is highly encouraged to resolve the Claim amicably.
- E. Communication with the Management Company is highly encouraged to resolve the Claim amicably.

## 10.2 COMPLAINT

- A. Upon consideration of the Claim and Acknowledgement, if any, the Board may:
1. Determine that good cause exists to proceed with filing a written complaint (Complaint) against the Respondent (lack of response or unsatisfactory response to the Initial Notice may be considered good cause); or
  2. Determine if the claim is frivolous, false, or that the cause does not exist to proceed with the filing of a Complaint.
- B. If in response to a Claim by a Member, or at any time upon its own initiative, the Board determines that there is cause to proceed against the Respondent, the Board will issue a Complaint, which will:
1. Be delivered to the Respondent's last known address by US Mail, certified, *return receipt requested*;
  2. Assess a clerical fee of \$10.00;
  3. Inform the Respondent in a reasonable detail of the alleged violation and the remedy sought by the Association, including possible fines and/or penalties and the right to a hearing;
  4. Inform the Respondent of his opportunity to dispute the alleged violation, and to have a hearing before the Board;
  5. Inform the Respondent that he has 15 days from the date of the Complaint is mailed to dispute the allegations by filing a written answer (Notice of Defense) with the Board;
- C. The Notice of Defense shall:

1. Admit or deny the allegations contained in the Complaint and disclose any defense upon which the Respondent will rely;
2. Specify a reasonable period of time within which the violation may be cured by the Respondent, if the nature of Claim is such that a cure is possible.

### 10.3 HEARING

- A. Upon receipt of Notice of Defense or expiration of the time period within which the Notice of Defense must be filed, the Board shall provide to the Respondent a Notice of Hearing.
- B. The Notice of Hearing shall specify the date, time and location for the hearing on the violation, so that the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing. The Notice of Hearing must be mailed at least 15 days prior to the hearing. No hearing shall be held sooner than 30 days from the date the Complaint was mailed.
- C. The Notice of Hearing will specify the amount of fine that may be imposed.
- D. The Notice of Hearing will be mailed by first class, certified, return receipt mail to the Respondent's address.
- E. While the Respondent shall be entitled to only one Hearing for the alleged violation, the Hearing may be continued at the discretion of the Board, upon written request of the Respondent or for other reasons, for good cause shown.
- F. At the Hearing, and within the time limits set by the Board, the Respondent may present any evidence or make any statement relating to the alleged violation, either in person or in writing.
- G. The Board shall conduct the hearing on the Complaint in open session, unless the Respondent requests, in writing, that the hearing be conducted in an executive session and the Board finds that good cause exists to hold the hearing in executive session. The Respondent shall be afforded a reasonable opportunity to be heard. Proof of mailing of the Notice of Hearing must be placed in the minutes of the meeting. Such proof is adequate if a copy of the Notice of Hearing, together with a statement of the date and manner of delivery, is entered by the person who mailed or delivered such notice. The notice requirement is satisfied if the Respondent files a Notice of Defense or other written response, which demonstrates receipt of the Notice of Hearing, or the Respondent appears at the meeting.
- H. The minutes of the Board shall contain a written statement of the results of the hearing and the sanctions, if any, imposed. Upon request, the Respondent shall be entitled to a copy of the minutes relating to the hearing.
- I. Upon hearing all the evidence, the Board may, by an affirmative vote of a majority of the Board:
  - i. Find that no violation exists; or
  - ii. Find that the Respondent has violated the governing documents and;

iii. Imposed allowable sanctions

10.4 No fine may be imposed nor shall membership privileges be suspended for violation of rules and regulations of the Association unless all the following criteria has been observed by the Board.

- A. Not less than 30 days before the violation, the person against whom the fine will be imposed, the Respondent, had been provided with written notice of the applicable provisions of the governing documents that form the basis of the violation; and
- B. Within a reasonable time after the discovery of the violation, the person against whom the fine will be imposed has been provided with:
  - i. Written notice specifying the details of the violation;
  - ii. The amount of the fine;
  - iii. The date, time and location for a hearing on the violation; and
  - iv. A reasonable opportunity to contest the violation at the hearing,
  - v. A finding by a majority of the Board that the violation charged has occurred
- C. The Board must schedule the date, time and location for the hearing on the violation so that the person against whom the fine will be imposed is provided with a reasonable opportunity to prepare for the hearing and to be present at the hearing.
- D. The Board must hold a hearing before it may impose the fine, unless the person against whom the fine will be imposed:
  - i. Pays the fine; or
  - ii. Executes a written waiver of the right to the hearing; or
  - iii. Fails to appear at the beginning of the hearing after being provided with proper notice of the hearing.

10.5 FINES AND PENALTIES:

- A. If the Board finds that the Respondent has violated the governing documents, the Board may, by a affirmative vote of a majority of the quorum, take any one or more of the following actions:
  - i. Suspend or condition for a reasonable time, the Respondent's right to use any recreational facilities or common elements the Association owns, operates or maintains, provided that the Respondent, or the tenant or guest of the Respondent, may continue to use any vehicular or pedestrian ingress or egress to go to or from the Respondent's lot, including any area used for parking.
    - a. Any such suspension of membership privileges may not be for a period of more than 30 days for any noncontributing

violation, but in the case of a continuing violation (including non-payment of any fine after the same becomes delinquent) may be imposed for so long as the violation continues.

- ii. Direct the Respondent to:
    - a. Acquaint himself or herself with the governing documents of the Association;
    - b. Refrain from further violation thereof;
    - c. Apologize to the Claimant, if appropriate
  - iii. Require the Respondent to pay a fine for each violation. The fine must be commensurate with the severity of the violation and shall not exceed \$100 for each violation or a total of \$500, whichever is less. Any additional fine for each continuing violation may be imposed without notice and an opportunity to be heard. Fines levied for a violation must be paid on or before 30-days of notice to the lot owner and when not paid in a timely manner, may result in a Notice of Delinquent Assessment being recorded against the Respondent's lot.
  - iv. Impose a Special Assessment upon the Respondent (in accordance with the Nevada Revised Statutes (NRS) 116 until the Board has been notified, in writing, by the Respondent that the situation has been rectified.
  - v. Suspend the Respondent's voting privileges as a member for a reasonable time.
  - vi. Enter onto the Respondent's property to correct the violation by making necessary repairs, or performing maintenance which, according to the Declaration, is the responsibility of the Respondent, subject to the notice requirements set forth in the Declaration
  - vii. Record a notice of non-compliance encumbering the Respondent's lot.
- B. The remedies set forth above and otherwise provided by the governing documents are cumulative and not exclusive.
- C. The Board's failure to enforce any provisions of the governing documents does not waive the right to enforce the same thereafter.

#### 10.6 NEGOTIATION

At any time prior to or after issuance of a Complaint by the Board, members are encouraged to make reasonable efforts to meet in person and confer for the purpose of resolving a Claim by good faith. If requested in writing by either Party, the Board may appoint a representative to assist the Parties in negotiation.

#### 10.7 CONTINUING VIOLATION

- A. If a fine is imposed and violation is not cured within 14 days, or a longer period as may be established by the Board, the violation shall be deemed a continuing

violation. Thereafter, the Board may impose an additional fine for the violation for each 7-day period or portion thereof that the violation is not cured.

- B. A Notice of Continuing Violation will be sent to the owner. This notice will:
- i. Inform the owner of the amount and frequency of all continuing fines and/or penalties being assessed;
  - ii. Assess a clerical fee of \$10.00
  - iii. Be mailed by first class, certified, return-receipt mail to the Unit Owner's address.
- C. No further compliance notification will be sent for this continuing violation. Statements and collection activity will be forthcoming in accordance with the collection policy of the Association.
- D. All fines and/or penalties will continue until written notice is received by the Association, from the Respondent, that the continuing violation has been cured and such is confirmed by the Board.

# Fuels Management Plan

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# Fuels Management Plan for the Summerhawk Subdivision

Prepared For:  
Capital Engineering  
PO Box 3750  
Carson City NV 89702

Prepared By:  
C.G. Celio & Sons Co.  
PO Box 734  
Minden NV 89423

Oct 1, 2006

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## 1.0 Introduction

The loss of homes to the Waterfall Fire of 2004 serves as an unfortunate reminder to the necessity of a working fuels management plan. Concerned neighbors and local government officials are requesting new development in the urban interface to implement and maintain effective fuels management plans. Summerhawk Subdivision is no exception. Located on the south side of C-hill in Carson City, the property burned in the recent Waterfall Fire demonstrating not only its potential for fire but its immanency. Utilizing the guidelines set forth in Chapter 14.04 of the Carson City Municipal Code, along with recommendations found in the *Living With Fire* educational materials and the *Nevada Community Wildfire Risk/Hazard Assessment Project: Carson City*, this plan outlines effective yet realistic fuels management strategies to be adopted and implemented by the Summerhawk community.

The objective of wildland fuels management for the Summerhawk community is to create a discontinuous fuel bed around the community that would not support fast moving, high intensity wildfires. Removing wildland fuels and modifying the fuel bed structure will reduce fire intensity, flame length, and rates of spread. Fires moving into the firebreak should be reduced in intensity enough to allow the defensible space measures implemented by the homeowner to be effective in preventing ignition of the homes. The goal is to limit fire intensity, providing maximum safety for minimum suppression resources. The resulting vegetation around the community would be aesthetically pleasing, environmentally sound, and fire resistant. The resulting fuel bed should be relatively inexpensive to maintain, with predictable and consistent maintenance costs.

Hopefully, the fuels treatment would stop a wildland fire from spreading into the community, but this is not guaranteed. Fuels management efforts can reduce the chance of losing structures to wildfires, but they cannot completely remove the risk. Even if all the elements of this plan are implemented, structures may be lost during a wildfire event.

While this plan contains specific recommendations to remove fuels and modify vegetative structure, any alternatives that accomplish the same fire behavior objectives in environmentally sound ways should be considered. Effective fuels management is an empirical process to tailor a vegetative community to specific site. Experience will dictate the site specific vegetative prescriptions and treatment methods which best achieve the desire fire behavior.

## 2.0 Fire Environment

### 2.1 History

The proposed project area has a rich fire history. Data compiled by Resource Concepts, Inc. (RCI 1995) from the National Interagency Fire Center, Bureau of Land Management and US Forest Service illustrate significant fires have burned in or through the area three times in the last 40 years. The earliest recorded fire occurred in 1968, burning a portion

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of the C hill area. In 1988, the entire area burned, changing the sagebrush fuel type to a grass fuel type. Though some brush had reestablished by 2004, the Waterfall Fire returned the area, setting the fuel types back to a grass model. The resulting vegetative fuels are indicative of fast moving, low intensity fires.

## 2.2 Fire Hazard

### 2.2.1 Fuel Types

As noted most recently in the 2006 RCI report, current fuels in the project area are a grass fuel model type, specifically fuel model 1. This fuel type will be predominant in the next 10-20 years as the project is developed and homeowners occupy the project. The homeowners will become acclimated to desired conditions and treatment techniques for this fuel type.



As the site continues to develop undisturbed by fire, other vegetation species will occupy the site, including brush and possibly some tree species. Homeowners will contribute to this process through landscaping. The desired conditions and treatment options will change with the addition of these species to maintain the overall reduction in fire intensity. The vegetative community should be evaluated on a periodic basis to ensure that the vegetative structure and quantity still result in reduced fire intensity.

The project area is dominated by cheatgrass and pockets of perennials except in areas where the reseeding efforts after the Waterfall Fire were successful. Tumble mustard is also present. The annual grasses, such as cheatgrass, create dangerous wildfire fuel conditions. This creates a significant amount of dry, dead continuous fuel beds, allowing wildfire move quickly through the fuels. Perennials still produce dry material, but not as much and are arranged in clumps, helping to break up fuel continuity. These perennial grasses typically stay moist longer into the fire season.

It is important to consider all the sources of ignitions for wildfires. Treating fuels around the community will not only prevent fires from moving into the community from the wildland, but may also stop the spread of wildfire within the community. Should a home within the community catch fire, it is important to contain the flames to that home, and not have the fire spread to nearby homes through wildland fuels.

### 2.2.2 Rating

Fire Hazard ratings attempt to quantify the severity of a wildfire event, either by evaluating the risk of losing structures during a wildfire event or estimating the intensity

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of a fire burning through specific conditions. Hazard mitigation projects are commonly developed to reduce the fire hazard ratings.

Vegetative communities change, therefore fire hazard rating change. Hazard ratings may increase for specific areas over time as vegetation accumulates and grows taller. To continue to mitigate fire hazards, fuel treatment projects require ongoing maintenance to ensure the desired vegetative community remains. Typically, it is more cost effective (and far less dangerous) to maintain an area with a low to moderate rating than to let it reach higher hazard levels and perform large-scale fuel treatment projects.

Multiple plans and projects have been completed to address the fire hazards around the project area. In 2005, Resource Concepts, Inc. completed the Carson City plan of the Nevada Statewide Wildfire Planning effort. This plan reviewed the fire hazards around the communities and the structural ignitability of homes near these hazards. This plan provides numerous recommendations for the effective mitigation of wildfire threat at the structure and community level. The area around the Summerhawk community was classified with a low rating, as the Waterfall Fire had recently burned the area. However, the report also noted the likelihood for that rating to increase as weedy annual grasses, such as cheatgrass and mustard, repopulate the site after the burn.

Carson City has also developed a rating system as part of the municipal code, Chapter 14.04 Wildland Interface. Table 14.04B describes fire severity by fuel model and slope. Given the fuel model 1 and slopes exceeding 27% in some places, the hazard rating according to the city code would be low to moderate.

### 2.2.3 Treatment history

A number of fuels treatment efforts have been completed within the project area. Treatments have occurred both on the project area and on public land immediately adjacent to the project. Rehabilitation and further treatment efforts have been completed since the Waterfall Fire.

In 2004 the project area was planted with Palmer Penstemon, Ladak Alfalfa, Luna Pubescent Wheatgrass, Forage Kochia, Sulfur Flower, Fourwing Saltbrush, Siberian Wheatgrass, Antelope Bitterbrush (Scanland, NDF). This planting was part of the rehabilitation effort of the Waterfall Fire. On north facing slopes, this planting was successful and provides aesthetically pleasing and environmentally sound vegetation at reduced fuel loadings. The planting was done through using aerial and drill seeding methods.

Grazing sheep were used in 2006 in an attempt to control cheatgrass and other weedy annual species. Sheep were allowed to graze on the project area for approximately five weeks. While some cheatgrass was removed, the desired goal of 80% reduction in biomass was not achieved. More intensive management of sheep bedding, rotation and timing of grazing were suggested as improvements for future grazing efforts.

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The area had also been grazed in 1999 in an effort to achieve effective fuels management. With more available biomass, more material was removed. The effect of this project had largely faded by the time of the Waterfall Fire, but it was considered a positive effort.

In 2003, a community fire break was established around the subdivision of Wellington Crescent, a few miles north of the project area on the west side of Carson City. Prior fuels treatments had removed brush and shrubs, which were replaced by annual weedy species such as cheatgrass and mustards. Control of these species was required to maintain the effectiveness of the firebreak. An herbicide, Plateau, was applied to remove the cheatgrass and the area was planted with perennial bunchgrasses. The treatment was successful in removing the weedy species and in July of 2004, stopped the Waterfall fire from moving into the Wellington Crescent community (Vollmer 2005).

## 3.0 Fuels Management

### 3.1 Treatment zones

Wildfire fuels will be treated in three treatment zones around the community as identified on Figure A. These zones differ in vegetative prescription and responsible entity. They are:

- Home Defense – Defensible space area around the homes, approximately 30 feet from structures. Homeowner responsibility
- Community Fire Break – Fire Break around the community and vacant areas in the community. Homeowners Association Responsibility
- Open Space – Outside of the Community Fire break on open space and public lands. Carson City Open Space responsibility

#### 3.1.1 Home Defense

The Home Defense zone should conform to those desired conditions outlined in the *Living with Fire* guidelines and Carson City Fire Departments homeowner guidelines (<http://beta.netvip.com/carson/index.aspx?page=343>). Vegetation should meet the following conditions as described in Chapter 14.04.025 Fuel modification and defensible space of the Carson City Municipal code.

1. For all structures within an urban wildland interface, fuel modification must be performed to maintain defensible space in the amount required by this section. The required defensible space is determined by applying the required defensible space distances in Table 14.04A to the classification of the fire severity of the property as established by Table 14.04B. Distances specified in Table 14.04A are measured along the grade from the perimeter or projection of the building or structure.

The current distance of defensible space required will be 30 feet as determined by the Fire Severity rating of Moderate in Table 14.04B of the Carson City Municipal Code. However, should the fuel model within the defensible space zone increase, the defensible space requirement will increase to 100-200 feet.

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Figure A.

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From the Carson City Code:

2. The creation of required defensible space is accomplished by all of the following:
  - a. Keeping non-fire-resistive vegetation or growth clear of buildings or structures;
  - b. Keeping the roof of a structure free of leaves, needles or other dead vegetative material;
  - c. Keeping trees extending to within fifteen feet (15') of any structure pruned to maintain a minimum clearance of fifteen feet (15') and removing lower limbs and minimizing ladder fuels;
  - d. Removing portions of trees which extend within fifteen feet (15') of the outlet of a chimney;
  - e. Keeping trees adjacent to or overhanging a building free of dead wood.
3. A fuel mosaic may be employed to create defensible space.
4. Ornamental vegetative fuels or cultivated groundcover such as green grass, ivy, succulents or similar plants used as groundcover, are allowed to be within the designated defensible space provided they do not form a means of readily transmitting fire from the native growth to any structure as determined by the fire chief. Trees are allowed within the defensible space provided that the distances between crowns from adjacent trees, structures or unmodified fuel is not less than fifteen feet (15') or as approved by the fire chief. Trees must be maintained free of dead wood and natural tree litter.
5. Property owners of vacant land shall be required to install and maintain fuel breaks and fuel mosaics when the vacant land is directly adjacent to a parcel which contains any structure.

In addition to those items outlined in code, homeowners are recommended to:

- Brush should be spaced 1 ½ to 2 times the height of the plants from each other
- Dry grasses, weeds, and other flammable vegetation should be removed from underneath brush.
- Dead and dying materials should be removed from within brush plant, leaving green vegetation
- Brush should be removed from under tree crowns
- No flammable vegetation should be touching any structures, including fencing.

Use of non-flammable vegetation in landscaping efforts should be required. These vegetation guidelines should be written into the subdivision CC&Rs to ensure all homeowner are aware of the appropriate fire resistant vegetation for the area. A complete listing of fire resistant plant species is provided by University of Nevada Cooperative Extension and attached as Appendix 4.1. The list should be updated as necessary.

The simplest way to maintain effective defensible space begins with appropriate landscaping. Planting fire resistant trees, shrubs, and grasses with appropriate spacing will reduce maintenance costs. Maintaining such landscaping typically involves raking dead materials from the ground and pruning dead material from trees and shrubs. The homeowner can accomplish this or they can contract with local landscaping services to maintain defensible space. Maintenance actions are needed on an annual basis, usually more than once per season.

### 3.1.2 Community Fire Break

The Community Fire Break zone is an area approximately 100 feet wide outside of the Home Defense zone. The core of the firebreak will be a walking trail 10 feet wide circling the entire project approximately 50 -100 feet from the homes. This walking trail will provide access to the entire treatment area and should be maintained to function as a fire line during a wildfire event. The trail will tie into roads and parks on the perimeter of the community. The Community Fire Break need not surround the park at the west end of the community, as the park will act as the firebreak. Along roadways that abut the wildland, the firebreak needs to extend 50 feet from the edge of the roadway. The island of wildland area within the community also has a firebreak trail and will follow the same dimensions.

On either side of the trail, fuels modification will begin with planting of appropriate fire resistant grass species. Similar to the seed mix used after the Waterfall Fire, the planting will seek to establish perennial grasses, which do not spread fire as fast as the cheatgrass that currently dominates the site. The planting should occur 20 feet from the non-community side of the trail and extend to the Home Defense zone on the other side of the trail. Firm establishment of these species will greatly reduce future maintenance and treatment costs. Care should be taken to ensure success of the initial establishment.

Establishment of the firebreak will require the removal of the cheatgrass and replanting of fire resistant species. Cheatgrass removal will be accomplished by application of herbicide, similar to the Wellington Crescent project in 2003. Plateau is the current recommended herbicide for this application to remove weedy annual species. The effective use of this herbicide should be confirmed with the University of Nevada Reno Cooperative Extension service immediately before project initiation.

Fire resistant plant species will be drill planted for best possible germination success on slopes of 3:1 or less and broadcast seeded on the steeper slopes. The objective is to firmly establish the fire resistant species, therefore limiting the reoccurrence of cheatgrass. To firmly establish the perennial species, irrigation of the planted area is recommended. The seed mix for planting should be the same used for rehabilitation of the Waterfall fire, as identified in the following table. Better timing of seeding, irrigation, and removal of the cheatgrass should provide improved success for establishment.

#### Seed Mix and Application Method

Common Name	Scientific Name	Drill Application	Broadcast Application
"Sodar" Streambank Wheatgrass	<i>Elymus lanceolatus</i> ssp. <i>Psammophilus</i>		X
"Roadcrest" Crested Wheatgrass	<i>Agropyron cristatum</i>		X
"Secar" Bluebunch Wheatgrass	<i>Pseudoroegneria spicata</i> ssp. <i>spicata</i>		X
Luna Pubescent Wheatgrass	<i>Elytrigia intermedia</i>	X	
Fourwing Saltbush	<i>Atriplex canescens</i>	X	
Sulfur Flower	<i>Eriogonum umbellatum</i>	X	
Protstrate Summer Cypress	<i>Kochia prostrate</i>	X	X

Western Blue Flax	Linum lewisii	X	X
Ladak Alfalfa	Medicago sativa	X	
Antelope Bitterbrush	Purshia tridentata	X	
Palmer Penstemon	Penstemon palmeri	X	

Though herbicide is used for establishment of the firebreak, it should be used only as a last resort for continued maintenance or control. Continued herbicide application may result in strains of cheatgrass or mustard resistant to the herbicide and more difficult to control.

### 3.1.3 Open Space

The open space zone extends from the Community Fire Break to the public wildland. Fuels management plans and techniques have already been developed for these areas by the Carson City Open Space department, Nevada State Lands, and the USFS. The prescription and treatments should conform to those applied on other open space lands.

### 3.2 Maintenance

The community fuel break should be maintained on an annual basis. Annual maintenance tasks may vary, from replanting to mowing to some other forms of treatment to achieve the desired conditions. Maintenance can be accomplished in sections, so that the entire fuel break would have reviewed the appropriate maintenance over a 5-year period. Some portions of the fuel break, given site soil and slope conditions, will require more maintenance than others. Monitoring these sites annually will assist in identifying problems early, when treatment costs will be cheaper.

Planting – Portions of the fuel break should be replanted whenever the perennial seeding mix has not established and fire prone species have reentered the site. Cheatgrass should be mowed, grazed or otherwise controlled and the area replanted with the prescribed planting mix. The site should be monitored to ensure successful establishment of desired species.

Mechanical treatment- The intensity of mechanical treatment necessary will depend upon the conditions for the growing season. Wet years will produce more annual species, requiring more maintenance to control. Mechanical treatment of annual species and removal of excess dead material for perennial species would include mowing (where slopes permit) hand held devices such as weed-eaters, raking and pruning.

Fire – Prescribed fire should not be excluded as a possible treatment method. Prescribed fire treatments will be accomplished with the fire service agencies participation. Low intensity, controlled prescribed fire application will remove excess dead material and provide vigor to the remaining species. Prescribed fire is successfully employed by other public agencies and districts to maintain firebreaks around communities.

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## 4.0 Appendices

4.1 Living with Fire- A compilation of Good Plan Choices for Nevada's High Fire Hazard Areas

# *Living With Fire*

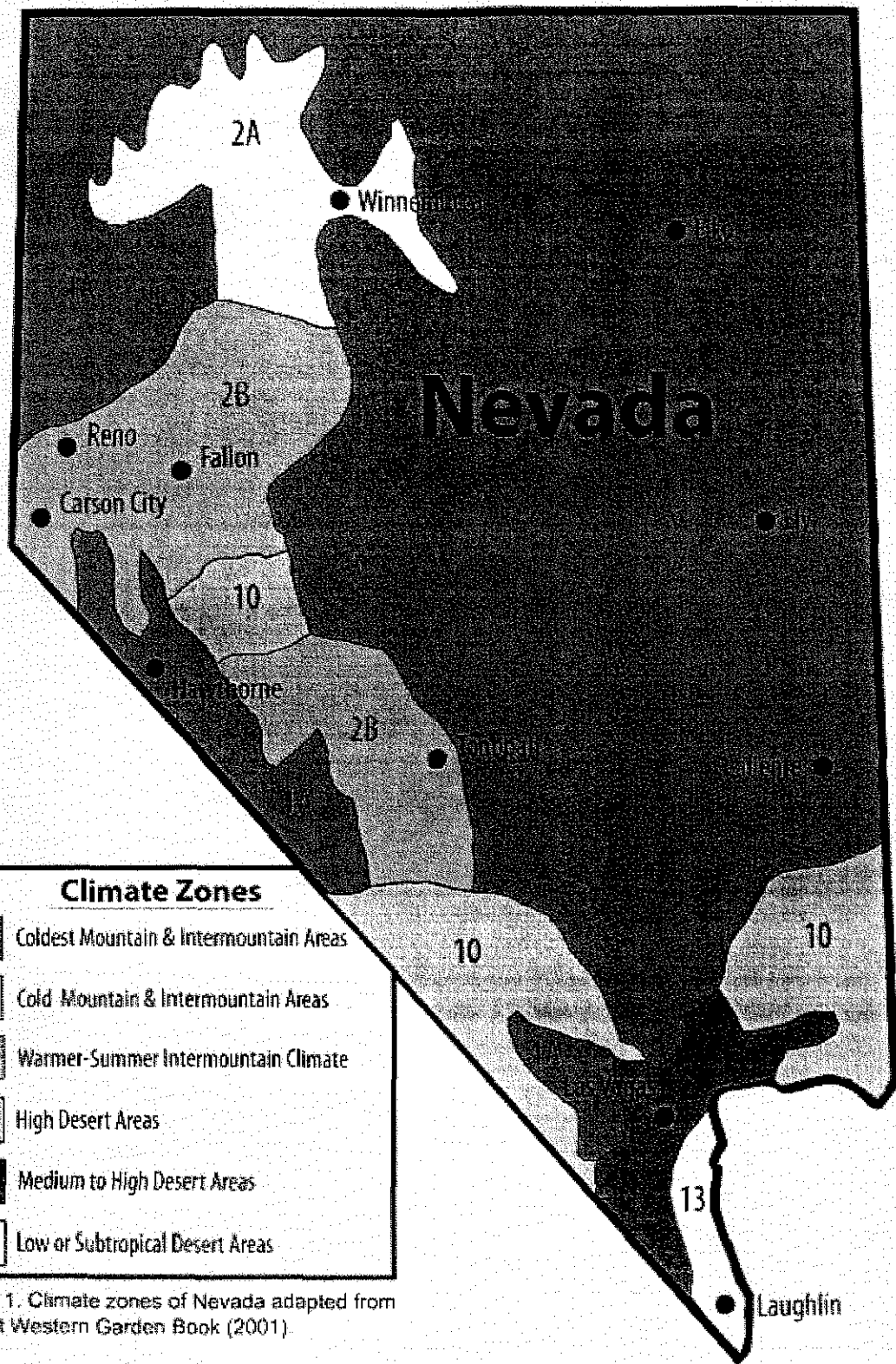
## A Compilation of Good Plant Choices for Nevada's High Fire Hazard Areas

Ed Smith, Natural Resource Specialist  
University of Nevada Cooperative Extension

Sonya Sistare, Living With Fire Program Assistant  
University of Nevada Cooperative Extension

*The following list presents plants identified as "fire resistant," "firewise," or possessing a "favorable fire performance rating" in publications written by Cooperative Extension specialists in the western United States and scientists from the University of California Forest Products Laboratory. Only plants reported by at least two sources and adapted for Nevada's climate zones (Figure 1) are included. Please note: University of Nevada Cooperative Extension does not assert that the plants listed here are actually more desirable (i.e., less flammable, harder to ignite, etc.), but is simply presenting what others have reported.*





Climate Zones	
	Coldest Mountain & Intermountain Areas
	Cold Mountain & Intermountain Areas
	Warmer-Summer Intermountain Climate
	High Desert Areas
	Medium to High Desert Areas
	Low or Subtropical Desert Areas

Figure 1. Climate zones of Nevada adapted from Sunset Western Garden Book (2001).

Botanical Name	Common Name	Nevada Climate Zones <sup>1</sup>	AZ <sup>2</sup>	CA <sup>3</sup>	CO <sup>4</sup>	ID <sup>5</sup>	MT <sup>6</sup>	OR <sup>7</sup>	UT <sup>8</sup>
<b>FORBS</b>									
<i>Achillea</i> spp.	Yarrow	1a,2a,2b,10,11,13				X	X	X	X
<i>Achillea filipendulina</i>	Fernleaf yarrow	1a,2a,2b,10,11,13					X		X
<i>Achillea millefolium</i>	White yarrow	1a,2a,2b,10,11,13		X			X		
<i>Allium schoenoprasum</i>	Chives	1a,2a,2b,10,11,13				X		X	
<i>Aquilegia</i> spp.	Columbine	1a,2a,2b,10,11,13			X		X		X
<i>Artemisia caucasica</i>	Silver spreader sage	2a,2b,10,11		X	X				
<i>Artemisia stelleriana</i>	Dusty miller	1a,2a,2b,10					X		X
<i>Aurnia</i> spp.	Basket of gold	1a,2a,2b,10,11,13			X			X	
<i>Bergenia</i> spp.	Bergenia	1a,2a,2b,13				X	X		X
<i>Carex</i> spp.	Sedges	2a,2b				X		X	
<i>Centranthus ruber</i>	Jupiter's beard	2a,2b,13		X	X		X		X
<i>Coreopsis</i> spp.	Coreopsis	1a,2a,2b,10,11,13				X	X	X	X
<i>Dianthus</i> spp.	Pinks	1a,2a,2b,10,11,13			X		X		X
<i>Duchesnea indica</i>	Mock strawberry	1a,2a,2b,10,11,13					X	X	
<i>Epilobium angustifolium</i>	Fireweed	1a,2a,2b			X			X	
<i>Erigeron</i> hybrids	Fleabane	1a,2a,2b			X		X		X
<i>Eschscholzia</i> spp.	California poppy	1a,2a,2b,10,11,13				X	X		
<i>Fragaria</i> spp.	Wild strawberries	2b,10,11,13				X	X	X	
<i>Gaillardia x grandiflora</i>	Blanket flower	1a,2a,2b,10,11,13			X		X		X
<i>Geranium</i> spp.	Geranium	1a,2a,2b,10,11,13			X	X	X	X	X
<i>Geranium cinereum</i>	Hardy geranium	1a,2a,2b,10,11,13					X		X
<i>Geranium sanguineum</i>	Bloody cranesbill	1a,2a,2b					X		X
<i>Helianthemum nummularium</i>	Sun rose	2b			X		X	X	
<i>Hemerocallis</i> spp.	Daylilies	1a,2a,2b,10,11,13		X		X	X	X	X
<i>Heuchera</i> spp.	Coral bells	1a,2a,2b,10,11			X	X	X	X	X
<i>Iberis sempervirens</i>	Evergreen candytuft	1a,2a,2b,10,11,13					X		X
<i>Iris</i> spp.	Iris	1a,2a,2b,10,11,13		X	X	X	X	X	X
<i>Kniphofia uvaria</i>	Red hot poker	2a,2b		X		X	X	X	X
<i>Lavandula</i> spp.	Lavender	2a,2b,10,11,13			X		X		X
<i>Leucanthemum x superbum</i>	Shasta daisy	1a,2a,2b,10,11,13					X		X
<i>Limonium latifolium</i>	Sea lavender	1a,2a,2b,10		X					X
<i>Linum perenne</i>	Blue flax	2a,2b,10,11,13			X		X	X	X
<i>Lupinus</i> spp.	Lupine	1a,2a,2b,10,11,13			X	X	X	X	X
<i>Oenothera</i> spp.	Evening primrose	1a,2a,2b,10,11,13			X	X	X	X	X
<i>Papaver</i> spp.	Poppy	1a,2a,2b,10,11,13			X		X		X
<i>Penstemon</i> spp.	Beard tongue	1a,2a,2b,10,11,13			X	X	X	X	X
<i>Solidago</i> spp.	Goldenrod	1a,2a,2b,10,11			X	X			
<i>Stachys byzantina</i>	Lambs' ears	1a,2a,2b,10,11,13				X	X	X	X
<b>SUCCULENTS</b>									
<i>Delosperma</i> spp.	Ice plant	2a,2b,10,11,13		X	X	X	X		X
<i>Echeveria</i> spp.	Hen and chicks	13				X		X	
<i>Sedum</i> spp.	Stonecrop	1a,2a,2b,10,11,13		X	X	X	X	X	X
<i>Sempervivum tectorum</i>	Hen and chickens	2a,2b,10,11,13			X		X		X

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<b>GRASS/GRASSLIKE</b>									
<i>Agropyron cristatum</i>	Crested wheatgrass	1a,2a,2b,10					X		X
<i>Agropyron smithii</i>	Western wheatgrass	1a,2a,2b,10	X				X		X
<i>Buchloe dactyloides</i>	Buffalo grass	1a,2a,2b,10,11	X				X		X
<i>Festuca cinerea</i>	Blue fescue	1a,2a,2b,10,11,13					X		X
<i>Lolium perenne</i>	Ryegrass	1a,2a,2b,10,11,13					X		X
<i>Poa pratensis</i>	Kentucky bluegrass	1a,2a,2b,10,11					X		X
<b>GROUND COVERS</b>									
<i>Achillea tomentosa</i>	Woolly yarrow	1a,2a,2b,10,11,13		X	X	X	X		
<i>Ajuga reptans</i>	Bugleweed	1a,2a,2b,10,11,13		X	X	X	X	X	
<i>Antennaria</i> spp.	Pussytoes	1a,2a,2b			X		X		
<i>Armeria maritima</i>	Sea thrift	1a,2a,2b		X	X	X	X	X	X
<i>Cerastium tomentosum</i>	Snow-in-summer	1a,2a,2b,10,11,13		X	X	X	X	X	X
<i>Cotoneaster dammeri</i>	Bearberry cotoneaster	10,11,13		X		X			
<i>Delosperma nubigenum</i>	Yellow ice plant	2a,2b,10,11,13			X			X	X
<i>Phlox subulata</i>	Creeping phlox	1a,2a,2b,10,11,13			X			X	
<i>Potentilla tabernaemontanii</i>	Spring cinquefoil	1a,2a,2b,10,11,13		X	X	X	X		X
<i>Thymus serpyllum</i>	Creeping thyme	1a,2a,2b,10,11,13		X		X	X	X	
<i>Thymus pseudolanuginosus</i>	Woolly thyme	1a,2a,2b,10,11,13		X			X		
<i>Vinca major</i>	Large periwinkle	10,11,13		X					X
<i>Vinca minor</i>	Periwinkle	1a,2a,2b,10,11,13		X	X		X	X	X
<b>VINES</b>									
<i>Campsis radicans</i>	Trumpet vine			X		X			
<i>Parthenocissus quinquefolia</i>	Virginia creeper	1a,2a,2b,10,11,13				X	X		X
<b>SHRUBS</b>									
<i>Acer ginnala</i>	Amur maple	1a,2a,2b,10	X		X				
<i>Acer glabrum</i>	Rocky mountain maple	10	X		X			X	X
<i>Amelanchier</i> spp.	Serviceberry	1a,2a,2b	X		X	X		X	
<i>Arctostaphylos uva-ursi</i> *	Kinnikinnick, bearberry	1a,2a,2b			X	X	X	X	X
<i>Artemisia stelleriana</i>	Dusty miller	1a,2a,2b,10					X		X
<i>Atriplex canescens</i> *	Saltbrush	10,11,13	X	X		X			X
<i>Buddleia davidii</i>	Butterfly bush	2a,2b,10,11,13				X		X	
<i>Caryopteris x clandonensis</i>	Blue mist spiraea	2b				X		X	
<i>Ceanothus</i> species	Deerbrush, wild lilac	10	X	X	X		X	X	X
<i>Cercocarpus intricatus</i> *	Dwarf mountain mahogany	10,11	X		X		X		
<i>Chrysothamnus</i> spp.*	Rabbitbrush	1a,2a,2b,10,11,	X		X				
<i>Cornus stolonifera</i>	Redtwig dogwood	1a,2a,2b	X		X	X	X	X	
<i>Cotoneaster horizontalis</i>	Rock cotoneaster	2b,10,11,13			X	X	X	X	X
<i>Daphne x burkwoodii</i>	Burkwood daphne	2b			X			X	
<i>Euonymus alatus</i>	Burning bush	2a,2b,10			X	X		X	
<i>Fallugia paradoxa</i> *	Apacheplume	2a,2b,10,11,13	X		X				
<i>Holodiscus dumosus</i>	Ocean spray	1a,2a,2b	X		X		X	X	

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<b>SHRUBS (continued)</b>									
<i>Ligustrum</i> spp.	Privet	2a,2b,10,11,13		X		X		X	
<i>Lonicera</i> spp.	Honeysuckle	1a,2a,2b	X		X		X		X
<i>Mahonia aquifolium</i>	Oregon grapeholly	2a,2b,10,11			X	X		X	
<i>Mahonia repens</i>	Creeping holly	2b	X	X	X	X	X	X	X
<i>Philadelphus</i> spp.	Mock orange	1a,2a,2b,10,11,13			X	X	X	X	
<i>Physocarpus monogynus</i>	Mountain ninebark	1a,2a,2b,10	X		X				
<i>Potentilla fruticosa</i>	Shrubby potentilla	1a,2a,2b,10,11	X		X	X	X		
<i>Prunus</i> spp.	Plum, cherry	1a,2a,2b,10		X	X	X	X	X	X
<i>Prunus virginiana</i>	Western chokecherry	1a,2a,2b,10	X		X			X	
<i>Purshia tridentate</i> *	Bitterbrush	2a,2b,10			X				X
<i>Pyracantha</i> spp.	Firethorn	10,11,13		X			X		X
<i>Rhamnus</i> spp.	Buckthorn	1,2a,2b,10,11		X		X	X		X
<i>Rhododendron</i> spp.*	Azalea, rhododendron	1a,2a,2b,10,11,13		X		X		X	
<i>Rhus</i> spp.	Sumac, skunkbush	1a,2a,2b,20,11		X			X	X	X
<i>Ribes</i> spp.	Gooseberries, currants	1a,2a,2b,10,11	X	X	X	X	X	X	X
<i>Rubus deliciosus</i>	Rocky Mountain thimbleberr	1a,2a,2b,10			X		X		
<i>Rosa</i> spp.	Hardy roses	1a,2a,2b,10,11,13	X		X		X	X	X
<i>Salvia</i> spp.	Sage	2a,2b,10,11,13		X			X		X
<i>Shepherdia argentea</i>	Silver buffaloberry	1a,2a,2b,10	X		X	X	X		
<i>Shepherdia canadensis</i>	Russet buffaloberry	1a,2a,2b,10			X		X		X
<i>Symphoricarpos albus</i>	Snowberry	1a,2a,2b,10,11	X		X	X		X	
<i>Syringa vulgaris</i>	Common lilac	1a,2a,2b,10,11	X		X		X	X	X
<i>Viburnum</i> spp.	Viburnum	2a,2b,10,11			X	X			
<i>Yucca filamentosa</i>	Adam's needle	1a,2a,2b,10,11,13	X		X	X	X	X	X
<b>TREES</b>									
<i>Acer</i> spp.	Maple	1a,2a,2b,10				X	X		X
<i>Acer grandidentatum</i>	Big-toothed maple	1a,2a,2b,10	X		X		X		
<i>Acer negundo</i>	Box elder	1a,2a,2b,10	X				X		
<i>Aesculus</i> spp.	Horsechestnut	1a,2a,2b,10		X		X		X	
<i>Alnus rhombifolia</i>	White alder	1a,2a,2b,10		X			X		
<i>Alnus tenuifolia</i>	Thinleaf alder	2a,2b,10	X		X			X	
<i>Betula</i> spp.	Birch	1a,2a,2b,10,11,13					X	X	X
<i>Betula occidentalis</i>	Water birch	1a,2a,2b,10	X		X				
<i>Catalpa</i> spp.	Northern catalpa	2a,2b,10,11	X			X		X	
<i>Cercis canadensis</i>	Eastern redbud	1a,2a,2b,10,11,13	X					X	X
<i>Cercis occidentalis</i>	Western redbud	2a,2b,10,11,13	X	X			X		
<i>Comus florida</i>	Flowering dogwood	2b				X		X	
<i>Fagus</i> spp.	Beech	1a,2a,2b				X		X	
<i>Fraxinus</i> spp.	Ash	1a,2a,2b,10,11,13		X		X	X	X	
<i>Fraxinus pennsylvanica</i>	Green ash	1a,2a,2b	X		X		X		
<i>Gleditsia tricanthos</i>	Honeylocust	1a,2a,2b,10,11,13	X		X	X		X	
<i>Malus</i> spp.	Crabapple	1a,2a,2b,10,11	X		X			X	
<i>Populus</i> spp.	Poplar, cottonwood	1a,2a,2b,10,11		X		X	X	X	X

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<b>TREES (continued)</b>									
<i>Populus tremuloides</i>	Quaking aspen	1a,2a,2b	X	X	X		X		X
<i>Prunus</i> spp.	Plum, cherry	1a,2a,2b,10		X			X		
<i>Prunus americana</i>	American wild plum	1a,2a,2b,10	X		X				
<i>Prunus cerasifera</i>	Flowering plum	10,11,13	X		X				
<i>Robinia pseudoacacia</i>	Black locust	1a,2a,2b,10,11,13	X			X	X	X	
<i>Salix</i> spp.*	Willow	1a,2a,2b,10,11				X		X	X

<sup>1</sup> Adapted from Sunset Western Garden Book. 2001. Lane Publishing Co., Menlo Park, CA.

<sup>2</sup> Arizona. Source: DeGomez, T., J. Schalau, C. Jones. 2002. Firewise plant materials for 3,000 ft. and higher elevations. University of Arizona Cooperative Extension. Publication AZ1289.

<sup>3</sup> California. Source: Shelly, J. R., ed. 1997. Defensible space landscaping in the urban/wildland interface: a compilation of fire performance ratings of residential landscape plants. University of California Forest Products Laboratory. Prepublication copy.

<sup>4</sup> Colorado. Source: Dennis, F. C. 2004. Firewise plant materials. Colorado State University Cooperative Extension. No. 6.305.

<sup>5</sup> Idaho. Source: Carree, Y., C. Schnepf, and W. M. Colt. 1998. Landscaping for wildfire prevention. University of Idaho Forest, Wildlife, and Range Experiment Station. Station Bulletin 67.

<sup>6</sup> Montana. Source: Gough, R. E. and Lamb, J. 2001. Fire-resistant plants for Montana landscapes. Montana State University Extension Service. Fact Sheet MT 2001-01 AG.

<sup>7</sup> Oregon. Source: Fitzgerald, S. and A. J. Waldo. 2002. Fire-resistant plants for Oregon home landscapes. Oregon State University Extension Service. Forest Resource Note No. 6.

<sup>8</sup> Utah. Source: Kuhn, M. 2002. Firewise plants for Utah landscapes. Utah State University Extension. Fact Sheet NR/FF/002.

\* Some reviewers of this publication disagree with the findings of the authors cited in this document and consider this particular plant a poor choice.

Source: University of Nevada Cooperative Extension Special Publication-05-16



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