CAUGHLIN RANCH
A Planned Residential Community

CAUGHLIN RANCH HOMEOWNERS ASSOCIATION
ARCHITECTURAL CONTROL STANDARDS AND GUIDELINES HANDBOOK



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T. Whispering Pines

I. Introduction

This document details the development, building and construction standards, and the related review procedures for the Caughlin Ranch Homeowners Association (CRHA). Every lot and parcel within the Caughlin Ranch Association is subject to these Architectural Control Standards and Guidelines Handbook ("Guidelines"). All exterior home and landscaping additions, modifications and/or installations (front, back and side-yards) requires prior written approval of the Architectural Control Committee (ACC).

The ACC is made up of a group of owner volunteers and industry experts appointed for two-year terms by the Board of Directors. The ACC is charged with the task of reviewing all exterior home and landscaping additions, modifications and/or installations to determine compliance with these Guidelines and the Association's Governing Documents.

The ACC will periodically review the Guidelines and recommend changes as-needed to the Board of Directors who has the authority to adopt these Guidelines. These Guidelines along with the Association's Governing Documents, ACC project submittal forms and all related ACC and Supplemental Documents are posted on the CRHA website at: www.caughlinhoa.com. Capitalized terms herein which are not separately defined shall be as defined in the Amended Declaration of Covenants, Conditions and Restrictions recorded on December 11, 2015 in the Washoe County Recorder's Office as Document #4540950 ("Amended Declarations").

Please contact the Association office at (775) 746-1499 should there be any questions regarding the ACC submittal process, schedule of meetings, fees, inspection requirements, and or any other related inquiries. Caughlin Ranch staff is available to assist with the submittal process and to address any questions or concerns.

II. Philosophy & Guiding Principles

Caughlin Ranch offers a unique blend of open space and housing, with supporting commercial and recreational uses. The central thesis is that a sensitive, balanced and functional community will provide optimal benefits to the residents of Caughlin Ranch, and at the same time complement and enhance neighboring areas.

Caughlin Ranch is planned as a "model" residential community, and, at the same time strives to retain much of the Ranch's natural splendor. After all, it is the site itself that makes Caughlin Ranch an ideal place to live. Trees, hillsides, meadowlands and their associated panoramas and vistas are preserved and enhanced, with homes sensitively placed to take advantage of, yet still respect, the surrounding environment.

With this planning context, the following guiding principles are used in the design review process:

2.1 Variety: A variety of compatible architectural styles are encouraged in Caughlin Ranch. Even so, certain architectural styles such as Colonial, Greek and more "modern" designs are viewed as inappropriate.

2.2 Continuous Evaluation: The ACC will continually evaluate the building styles and techniques in Caughlin Ranch to determine the "fit" with the community's development objectives. A feature, color scheme, or an existing home's exterior design will not be construed as a precedent for repetition.

2.3 Quality: The quality of homes in a given neighborhood within Caughlin Ranch may vary from neighborhood to neighborhood. However, it is in the interest of Caughlin Ranch to maintain the quality of each neighborhood. Lesser quality will not be permitted merely in response to cost considerations.
2.4 Consistency: Speculative and merchant builders offer important housing choices in Caughlin Ranch. The same standards are applied in reviewing these builders' designs as for other applicants.

III. Required Approvals & Allowed Uses

The Amended Declarations require that all improvements or visible modifications to a lot, parcel or structure, including, but not limited to, exterior remodels, building additions, painting, replacement of garage doors, installation and/or replacement of lighting fixtures, installation of energy saving systems, landscaping additions or removals, etc., must be submitted to and approved in writing by the ACC prior to construction or installation of such improvement or modification. Re-painting of an existing color that was previously approved shall not require ACC approval.

The only other exception is for like-kind (size, quantity, etc.) replacement only of flowers, groundcovers and shrubs as detailed in the Rules & Regulations, or re-painting a residence the exact same color as previously approved and painted. At a minimum, one (1) professional architect and one (1) landscape professional shall be required to review and recommend final approval for new construction, exterior remodels or additions. As a result of failure to receive prior written approval from the ACC for any project requiring ACC approval, the ACC may require removal of the improvement or restoration to its original state or condition. Additionally, fines and construction penalties may be assessed in accordance with the Violation & Fine Policy and Construction Penalty Schedule and Rules & Regulations.

3.1 Land Use: Lots and parcels in the Supplemental Amended Declaration shall be designated therein as to their permissible uses and shall thereupon become subject to the restrictive or other provisions of the Amended Declaration relating to such uses. In the event a use is designated for which no such provisions are contained herein (e.g., Single Family Dwelling, Multiple Family Dwelling, etc.), the same may be set forth in such Supplemental Amended Declaration. Only activities connected with the designated uses may be carried out on any lot or parcel. There shall be no use of a lot or parcel other than the designated use.
3.2 Single Family Residential: Only single family dwellings and such outbuildings as are usually accessory thereto and as may be permitted by the ACC shall be permitted on any lot designated as Single Family Residential. The Board is authorized to set the minimum square footage, height limitation and building envelope applicable to each lot.
3.3 Residential Use: None of the Single Family residential lots shall be used except for primary single family residential purposes. While leasing or renting of a residence is allowed by the Amended Declaration, no residential lot shall be rented by the owner thereof for transient or hotel purposes, which shall be defined as the use of a unit, for remuneration, as a hostel, hotel, inn, motel, resort, vacation rental or other form of transient lodging if the term of the occupancy, possession or use of the unit is for less than 30 consecutive calendar days.
3.4 Multiple Family Residential: There are no remaining parcels designated as Multiple Family Residential in the development and no Multiple Family Residential parcels shall be allowed without amendment of these Amended Declarations.

3.5 Commercial: With the exception of existing commercial lots dedicated for commercial use, there shall be no additional parcels designated for business, office or commercial use within the development without amendment of these Amended Declarations.
3.6 Common Areas: All areas in the development designated as Common Areas (owned and to be owned by the Association) are and shall remain private property and Declarant's recordation of a map showing such Common Areas shall not be construed as a dedication to the public of any such Common Areas located therein, provided however that all recreational areas and facilities deeded to Washoe County pursuant to that certain agreement dated June 23, 1987, and the City of Reno pursuant to that certain agreement dated December 7, 1987, shall be open to the public in accordance with the terms of such agreements.

IV. Architectural Control Committee (ACC) General Powers

The ACC will establish for the Board's approval, Architectural Control Standards and Guidelines which will help maintain the appearance and value of the development. The ACC may also establish procedures for submissions to, and operations of, the Committee. The ACC shall have the power to render decisions on such other matters as are referred to the ACC under the Amended Declaration, or as may be referred to the ACC by the Association or Board, with application for such decisions and the renderings thereof to be in accordance with the Rules and Regulations as may from time to time be adopted by the Board.

4.1 ACC Membership: The ACC shall be composed of at least 5 members, all of whom will be voting members appointed by the CRHA Board for two-year appointments. The CRHA Board will designate the ACC Chairperson and may remove appointed members at their discretion. There are no term limits for ACC members. The majority of the ACC shall be CRHA owners. The CRHA Board may choose to appoint non-owners who have particular expertise preferred by the CRHA Board. At a minimum, 2 professional architects (serving in a non-voting capacity) and 1 landscape professional shall be required to review and give final approval for new construction, exterior remodels, additions, etc. At least one (1) but no more than two (2) CRHA Board Members may serve as liaisons and may provide input to the ACC in a non-voting capacity. The Community/General Manager and/or Assistant Manager of the Association shall attend and facilitate ACC meetings and may provide input in a non-voting capacity. A meeting quorum shall be established with 3 voting members physically or electronically present with a consensus vote. The ACC may retain qualified professionals to review complex plans to provide the necessary expertise in dealing with technical or complex submissions to make recommendations to the ACC.
4.2 Meetings: The ACC shall meet as-needed to ensure prompt handling of all issues and responsibilities, but at a minimum, once monthly. The ACC will maintain a log of all outstanding and/or on-going violations and issues and shall provide an updated log to the Board at least seven (7) days prior to each Board meeting.
4.3 Prior Approval of Exterior Modifications: All improvements or visible modifications to a lot, parcel or structure, including, but not limited to, exterior remodels, building additions, painting, replacement of garage doors, installation and/or replacement of lighting fixtures, installation of energy saving systems, landscaping additions or removals, etc., must be submitted to and approved in writing by the ACC prior to construction or installation of such improvement or modification. Such approval shall be granted only after written application has been made to the ACC in the manner and form prescribed. At a minimum, one (1) professional architect and one (1) landscape professional shall be required to review and recommend final approval for new construction, exterior remodels or additions.

Remodeling or adding to existing structures shall require the lot owner to submit complete plans to the ACC as in the case of erecting a new structure. As a result of failure to receive prior written approval from the ACC for any project requiring ACC approval, the ACC may require removal of the improvement or restoration to its original state or condition. Additionally, fines and construction penalties may be assessed in accordance with the Violation & Fine Policy and Construction Penalty Schedule and Rules & Regulations. In the event a lot owner desires to repaint or re-stain the exterior of an existing structure, it is only necessary to submit the new color scheme, along with the architectural elevations that depict what colors go where. The only other exception is for like-kind (size, quantity, etc.) replacement only of flowers, groundcovers and shrubs as detailed in the Rules & Regulations, or re-painting a residence the exact same color as previously approved and painted.

4.4 Sub-Association Prior Approval: The ACC shall not review any plans that are not accompanied by an approval letter from the sub-association provided that the specific sub-association requires architectural approval. Sub-associations that do not require architectural approval shall submit a document from their Board President, or the Board Member acting in his/her capacity, stating that they do not have an architectural approval requirement.

4.5 Submissions and Design Review Process:

4.5.1 Submissions: Owners must submit complete applications, to be accompanied by a narrative and photographs explaining and depicting the proposed project and not less than two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, proposed material staging area, the existing topography with a minimum contour interval of two (2) feet; front, rear and all side elevations, showing the structures relationship to the existing and finished topography, all cuts and fills, the color and composition of all exterior materials to be used, landscape plan, and any other information which the ACC may require, including soil and engineering reports and recommendations, if requested by the ACC. Site, grading and landscape plans shall be drawn at a scale of not greater than 1" = 10', unless otherwise approved by the ACC. Plan views of the Floor Plans and Roof Plans shall be drawn at a scale of 1/4" = 1'. All architectural elevations shall also be drawn at a scale of 1/4" = 1' and must show the relationship to existing and finished topography. The elevations must indicate the color and composition of all exterior materials to be used. Landscape plans must include existing and finished contours and be drawn at a scale of not less than 1" = 10'.

4.5.2 Construction & Landscape Plan Deposits:

a.	New home construction or home addition	$2,500 deposit
b.	Exterior remodel/modification or landscape reconfiguration	$1,000 deposit
c.	Sub-association development plans (per phase)	$5,000 deposit

4.5.3 Plan Review Fees: Fees include an Architect's or Residential Designer's (if permitted) initial review and 1 follow-up review.

a.	New home construction or home addition	$600
b.	Exterior remodel/modification or landscape reconfiguration	$200
c.	Sub-association home plans (per home)	$600

Subsequent reviews, if required, will be charged from $100 to $150 per review.

4.5.4 Professional Compensation: Projects submitted will be specifically assigned to a reviewing Architect or Residential Designer (if permitted) by the ACC Chairperson, with prior approval from the General Manager, and paid per the following schedule:

Work Item	Initial Review & 1 Follow-up	Subsequent Review
New construction	$200	$150
New landscaping	$200	$150
Remodels & additions	$150	$100
Major landscape modifications	$150	$100

Final inspections: $100; Follow-up inspections: $100; Attend ACC Meetings: $100/hour

4.5.5 Conceptual Reviews: In the case where a lot owner is proposing a plan that might be viewed as unusual or extreme, or where significant building envelope and/or height variances are contemplated, the ACC suggests a "courtesy review" of sketch plans, photographs or other information that demonstrates the design intent. The ACC will provide "non-binding" direction or comments on the information provided.

4.5.6 Preliminary Reviews: Prior to completing full construction documents and specifications/calculations, it is recommended that the Site/Landscape/Grading plan(s), full scale floor plans and detailed elevations be formally submitted to the ACC for review. The ACC may have comments or conditions to be addressed to achieve approval. At times, this process takes more than one preliminary submittal.

4.5.7 Final Plan Reviews: After ACC review and approval, or after staff approval of simple ACC-requested changes, the appropriate pages of the plan sets shall be stamped and signed as approved by the ACC.

4.5.8 Decisions: The ACC shall endeavor to review and approve, disapprove or comment on submissions within forty-five (45) days of submission of the complete application. If requested by the ACC, applications must be resubmitted to the ACC, in which case the ACC shall endeavor to comment on such resubmission within forty-five (45) days thereafter. An application shall not be approved unless and until final written approval is given. ACC comments and approvals with respect to any application shall be strictly followed. The decision of a majority of a quorum of the ACC, acting in good faith in its sole discretion, upon any matters submitted or referred to it, shall be final. Any decision or approval by the ACC shall not relieve an applicant or lot owner from complying with any requirement of a public authority having jurisdiction, and shall not constitute any representation or guaranty by the ACC or a member thereof of compliance of the submitted matter with any statute, ordinance, or regulation pertaining thereto.

4.5.9 Grounds for Disapproval: The ACC may disapprove any application:

a. If such application does not comply with the Governing Documents including any Architectural Control Standards and Guidelines or Policies, etc. adopted by the Association, the Board or the ACC.

b. Because of the reasonable dissatisfaction of the ACC with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, exterior finish, design, proportions, architecture, shape, height, style, etc. of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon, or for purely aesthetic reasons.

4.5.10 Completed Construction Review: Upon completion of all of the required improvements, Caughlin Ranch Homeowners Association staff shall inspect the improvements to ensure all is constructed per the ACC-approved plans. If necessary, staff may ask the ACC to help interpret the conformance to the approved plans. Any changes contemplated during construction, must first be submitted to the ACC for review and possible approval at the discretion of the ACC.

4.6 Policies & Regulations: The ACC may from time to time recommend to the Board adoption of written Policies, Architectural Control Standards and Guidelines, and Rules & Regulations of general application governing its procedures and approval criteria, which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; provisions for notice of approval or disapproval, and various approval criteria and fees for review of submissions to the ACC. Copies of such documents, shall if adopted by the Board, be provided to the owners in accordance with the Statute.

4.7 Certification of Compliance: At any time prior to completion of construction of an improvement, the ACC may require a certification upon such form as it shall furnish from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record and/or that all construction is in strict compliance with plans approved by the ACC.

4.8 Administrative Fees: As a means of defraying its expenses, the ACC shall require a submission fee in the amount determined by the Board from time-to-time which may vary depending on the scope and extent of the submission.

4.9 Inspection Required: Inspection of structures by the owner's qualified licensed engineer for which plans and specifications have been or should be approved by the ACC shall be provided to the ACC when the foundation is complete and again at the completion of the framing. The community manager and/or any member of the ACC or Board has the right, after providing a minimum 48-hour written notice to the owner, to inspect all improvements for the purpose of observing the improvement to determine if it is in general compliance with the approved submittal.

4.10 Principal Office: The principal office of the ACC shall be at 1070 Caughlin Crossing, Reno, Nevada 89519, or at such other address as the ACC shall notify the Association of in writing.

4.11 Enforcement: In the event any improvement shall be commenced without ACC approval, as herein required, or in the event any improvement is constructed not in conformance with plans therefore approved by the ACC, or not in conformance with the Governing Documents, the same shall constitute a violation of the Amended Declaration. In addition to the remedies for violation of any portions of the Amended Declaration set forth herein, the Association shall have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent the violation. All fees and costs incurred by the ACC or Association related to the violation, including, without limitation, attorneys' fees and costs, shall be charged to and paid by the lot owner as assessments if the Association prevails. In the event the Association is not successful; each party shall pay its own costs and attorneys' fees.

4.12 Variances: Variances may be granted under circumstances where in the opinion and sole discretion of the Board, the literal application of the restriction results in unnecessary inconvenience and the granting of a variance will not be materially detrimental or injurious to the Association or other lot owners. No variance granted shall constitute a waiver or restrict enforcement of any other provision hereof, constitute a precedent for granting another variance, nor be deemed consent to violate any federal, state or local law, rule or regulation. Any application which would involve a variance from the Governing Documents shall be forwarded to a sub-committee of three (3) members of the Board of Directors who shall review all variance requests ("Variance Subcommittee." A majority of the Variance Sub-Committee shall have the authority to grant and deny variances. No variance may be granted that would be contrary to the setback requirements of Washoe County or the City of Reno unless expressly permitted by Washoe County or the City of Reno.

4.13 Liability: Notwithstanding the approval by the ACC of any submission, neither the ACC, the Association, nor any person acting on behalf of either, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ACC, nor for any defects in any work done

pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. No member of the ACC, the Board or the Association shall be liable to any person, whether an owner of a lot or parcel within the development or not, on account of any action or decision of the ACC or failure of the ACC to take any action or make any decision. Neither the ACC, Association, or the Board or any person acting on behalf of any of them shall be responsible in any manner for any claim, cause of action or alleged damages resulting from:

a. Any design concepts, aesthetics, latent or patent errors or defects in design or construction relating to improvements constructed on lots, whether shown or omitted on any plans and specifications which may be approved by the ACC, or any buildings or structures erected there from; or
b. Any waiver of or failure to enforce a provision hereof, or failure to inspect or certify compliance with approved plans and specifications.

V. Building Requirements, Restrictions & Architectural Standards

All buildings must incorporate architectural themes that are complementary and compatible with the site and its surroundings. The architectural style must be of a consistent character on all of the elevations.

5.1 Minimum Area: Each new dwelling constructed shall have a fully enclosed floor area (exclusive of roofed or unroofed porches, terraces, garages, carports, guest houses or other outbuildings) not less than two thousand (2,000) square feet-unless otherwise described in a Subsequent Amendment or Supplemental Amended Declaration or unless a variance is permitted by the Variance Sub-Committee.

5.2 Height Limitation: If the Declarant previously established maximum building heights (except chimneys) for each lot in Supplemental Declarations recorded with the Washoe County Recorder prior to the Declarant conveying the lots, such building heights may only be exceeded by approval of the ACC and the issuance of a variance by the Variance Sub-Committee. In the absence of such filing, height limitations for each lot may be established by the Board and the ACC.

5.3 Driveways: Driveway cuts will be limited to 1 per lot, unless otherwise approved in writing by the ACC.

5.4 Garages: All single-family homes must have at least two garage spaces that are kept clear for parking use. Garage doors should not face the street on estate lots. Where lot size permits, cars should have a back-out area and guest parking (if space allows) on the lot so a driver does not have to back out of the driveway to access the roadway. Garage doors must be made of wood, fiberglass, or steel clad to resemble wood. Specifications are required with the application; electric garage door operators are required.

5.5 No Commercial Leasing: No owner of any lot shall participate in any plan or scheme for the rental of the improvements on such lot, nor shall any such lot be operated as a commercial venture. Nothing in this paragraph shall prevent an owner of a lot from renting the lot and improvements thereon during periods of such owner's absence.

5.6 Exterior Walls and Trims: Natural wood species, natural stones, stucco, or other materials deemed in the character of the development for a specific site by the ACC, are required for all exterior walls. If exterior sidings are treated, preservative or semi-transparent stains are preferred. Solid body stains are acceptable for trim. Exterior colors must harmonize with the surrounding landscape and all colors are subject to approval by the ACC. The materials and colors of a structure are very important to its appearance and are to be in harmony with the natural and manmade character of the community. Wall material changes should terminate at an "inside" corner, or at a minimum, wrap around an "outside" wall corner to affect a pilaster look. Exterior finish materials shall be of a high quality. Exterior materials of plastic/vinyl (except for window cladding, rain gutters and the like), metal (except

for roofs, which shall be of low reflectivity) or other reflective materials will not be approved. Outside vents shall be painted to match the surface on which they are mounted. Good quality windows and doors are required. Specification sheets must be submitted with the application. Samples of all exterior materials, colors and textures must be submitted. Color samples for all exterior materials must be submitted on a minimum 4-inch by 4-inch sample of the actual material to which it will be applied. All reflective metal, such as chimney stacks, flashings, exhaust vents and pipes, must be painted to match or blend with surrounding materials. All such colors are also subject to approval by the ACC. The ACC may adopt Rules and Regulations specifying acceptable colors of stains and paints. All draperies and window coverings should also be of materials and colors which harmonize with the surroundings and should be chosen with consideration of neighbors and neighboring views, especially along greenbelts and roads. Aluminum windows, door frames, solar panels and skylights must be bronzed anodized. Steel window and door frames must be painted to match or blend with surrounding materials. All building designs shall conform to the Washoe County Wildland-Urban Interface (WUI) Code requirements which can be found at:
https://www.washoecounty.us/building/Files/Files/2012%20WUI%20CODE%20GUIDErev%2011-25-13.pdf.

5.7 Chimneys: All exterior chimneys must be of stucco, wood, brick, stone or metal. Chimneys must be of such a color as to blend in aesthetically with the residence and are subject to ACC approval. An architectural designed chimney cap must be installed on all chimneys to cover exposed metal spark arrestors. Both chimney cap and spark arrestor must be painted to harmonize with the rest of the house.

5.8 Exterior Lighting: All exterior lighting plans must be submitted to the ACC with construction plans. Exterior lighting which can be seen from the roads, the greenbelts, or a neighboring home-site must be indirect. All new exterior lighting must be submitted to and approved by the ACC prior to installation. Replacement of like-kind or similar exterior lighting fixtures shall not require ACC approval. Exterior lighting shall not shine or reflect past the boundaries of the lot from which it originates.

5.9 Roofs: Roofs are commonly a dominant feature of a home's exterior. Roofing should consistently complement the home's other exterior elements. Flat roofs are highly discouraged. Wood shakes and wood shingles shall not be permitted for new construction or re-roofing projects. Synthetic roofing and metal roofing may be considered on a case-by-case basis. Roofs in builder neighborhoods shall remain consistent. Ceramic, slate and concrete tiles along with triple laminate (TL) asphalt shingles (with a life-time warranty) are approved materials. Other materials will be considered if deemed in character with Caughlin Ranch by the ACC.

5.10 Removal of Trees, Rocks, Shrubs or Other Natural Forms: All removal of rocks, trees, shrubs or other natural vegetation must be shown on the construction plans and be approved by the ACC prior to such removal.

5.11 Fences: All Fences shall be approved by the ACC prior to installation. Fencing which is consistent within the neighborhood (sub-division) and sub-association is preferred. Any changes, including but not limited to height, paint and color, shall be pre-approved in writing by the ACC.

a. All property lines from Single Family Dwelling houses to the street shall be kept free and open except as approved by the ACC.

b. There shall be no fences or walls over five (5) feet in height (from finished grade) anywhere in the Association without prior written approval from the ACC.

c. Fences made of natural materials are preferred. Solid fencing will be considered where security, safety and privacy are of primary concern. Lot line fencing is discouraged, but may be considered by the ACC in appropriate circumstances. There shall be no chain link, woven wire or any type of wire fence within the Association, except for backyard pet enclosures and swimming pools as approved in

writing prior to installation by the ACC for security or safety purposes.

d. Fences shall be kept in good condition at all times. Damaged, split, broken, missing, or hinging boards, posts, etc. shall be promptly repaired. Fences subject to sun and water damage should be treated each spring as soon as outdoor temperatures allow for painting and/or treating. Fences may be repaired to restore them to their original condition. Owners, who have a fence in disrepair after having been sent written notice to repair and/or replace the fence, shall be subject to a compliance hearing where a fine and continuing fine may be assessed.

e. Fences and/or walls that mark the boundary of one owner with that of another owner is the joint responsibility of both owners to maintain and shall be a coordinated effort between both owners. Fences and/or walls that mark the boundary from one owner with that of common area is the sole responsibility of the property owner to maintain. Fences and/or walls that abut common area on both sides are the sole responsibility of the Association to maintain. Reference Revised Fence Guidelines – Approved May 20, 2015.

f. Receipt of city and/or county approval shall not override ACC approval or its guidelines.

g. Fences may be painted approved colors or remain natural. No colored stains shall be applied. Natural wood fences may be treated with a clear protective coating.

h. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the ACC.

5.12 Lot Numbers: All undeveloped lots shall have a designated lot number that is easily viewable from the road of such design that is consistent with the community and approved by the ACC. Owners of signs not meeting the standards of size, color and other specifications set forth herein, or as approved by the ACC, will be noticed for non-compliance. Exceptions to the above criteria may be granted by the ACC upon application. No other signs shall be permitted except as specified in this section.

5.13 Address Numbers: All residences shall have a designated address number that is clearly readable from the street front on the house and mailbox and/or curb.

5.14 Basketball Equipment: Portable basketball hoops shall be permitted on the individual lots only and shall be kept in good repair so they do not become unsightly. Owners shall be required to obtain prior written approval from the ACC before a permanent basketball hoop or backboard may be installed. Basketball backstops and goals shall not be installed directly on any structure. All permanent basketball backstops and goals must be installed on their own freestanding pole.

5.15 Fireplaces, Fireplace Inserts & Wood Stoves: Only fireplaces, fireplace inserts and wood stoves that are approved by applicable governmental laws, ordinances and regulations shall be allowed.

5.16 Casualty Condemnation: If any building on any lot is damaged by casualty, the owner of that lot shall, at his/her sole cost and expense, be obligated to either repair or rebuild the damaged or destroyed building or to raze the building site including foundation, which razing shall include complete removal of any and all debris and grading of the land underlying the destroyed or damaged building to the same level as that land surrounding or adjacent to that owner's residential lot and then landscaping thereof satisfactory to the ACC. Damage by casualty shall not release the owner of any liability under the Governing Documents, including, but not limited to, the obligation to maintain the lot and pay assessments. Any reconstruction razing or repair must be completed within six (6) months after the casualty in substantial conformance with the plans and specifications for the original approved improvements, or if not, then according to new plans and specifications approved by the ACC.

VI. Site Design Standards

6.1 Setbacks & Building Envelopes: If the Declarant previously established a building envelope and recommended point of access for each lot in Supplemental Declarations recorded with the Washoe County Recorder prior to the Declarant conveying the lots, such building envelope may only be exceeded by approval of the ACC and the issuance of a variance by the Variance Sub-Committee. You must check your plot map/plan to make sure you are using the correct building envelope. If the Variance Sub-Committee grants a variance to the building envelope, it is for a specific home design and may not be appropriate for another home design. In the absence of such filing, the building envelope for each lot may be established by the Board and the ACC based upon the factors set forth on pages 57-59 of the Final Development Standards Handbook recorded on May 30, 2002 ("PUD"), including, without limitation, the topography of the lot, its relationship to neighboring lots, and any unique feature that the lot may have such as trees, meadows, rock outcroppings, minimizing disruption to the environment, protection of site features, the views of neighboring properties, etc..... The size and shape of the building envelope may vary from lot to lot. If, in the opinion of the Board of Directors, certain lots do not warrant the establishment of a specially designated envelope, the envelope for those lots shall be set according to the normal setbacks of the governing local agency for that type of lot. The minimum front yard setback for single family homes is 20 feet. The minimum rear yard setback for single family homes is 15 feet, except adjacent to common areas where the minimum setback is 10 feet. Minimum side yard setbacks are ten feet in the estate areas of Juniper Trails and The Pines, and shall be 5 feet in other single family areas. These minimums do not apply to clustered single family homes. The building envelope is meant to limit the location of the primary residence on the lot, and is not intended to limit the location of accessory structures on the lot such as decks, gazebos, outbuildings, accessory structures, pools, pool houses, shade structures, landscaping structures, playground equipment, etc..... Such accessory structures are exempt from the building envelope requirements, but do require ACC approval as to design and location. The ACC should use the criteria set forth on pages 57-59 of the PUD when considering the design and location of such accessory structures.

6.2 Off-Street Parking & Driveways: Larger lots should provide for some off-street parking, particularly where the adjacent roadways preclude on-street parking. Single family homes, except "unique" styles like certain patio homes, must provide space for at least two vehicles on the driveway. Where practical, garages should be oriented away from the street or be set back from the front facade of the home.

6.3 Service Areas: Outdoor storage of wood for fireplaces, garbage containers, yard maintenance equipment and the like must be screened with "service courtyard" walls or where allowed with ACC approved fencing.

6.4 Landscaping: Improved lots are required to be completely landscaped within eight (8) months of completion of the main dwelling unit in accordance with approved landscape plans in a manner suitable to the character and quality of the Development, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Development. If any areas are approved by the ACC to remain in a native condition, such areas must be protected during construction. If more area is disturbed that is illustrated on the plans, the ACC may require additional plant material be installed. The ACC requires that the plans be drawn to scale and all plant material be identified by species and size. The landscaping plans must identify all trees and plants by their common names. Evergreen trees must be identified by height and deciduous trees by caliper size. Each Lot Owner shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the Lot, such as removal of certain trees, dead limbs and other dead vegetation. Minimum defensible space requirements of applicable governmental entities may be maintained with ACC approval.

All landscape designs shall conform to the Wildland-Urban Interface (WUI) Code requirements which can be found at:
https://www.washoecounty.us/building/Files/Files/2012%20WUI%20CODE%20GUIDE_rev%2011-25-13.pdf.

6.5 Front Yard Trees: Evergreen trees (min. 2" caliper) shall be planted between the front lot line and dwelling unit (front yard) of each lot as part of the overall landscape plan for new installs, renovations or tree replacements based on the following:

a. Front yards with up to 1,000 square feet of planting area shall be required to plant and maintain one (1) evergreen tree
b. Front yards with between 1,000 to 2,000 square feet of planting area shall be required to plant and maintain two (2) evergreen trees
c. Front yards with 2,000 or more square feet of planting area shall be required to plant and maintain three (3) evergreen trees

6.6 Tree Removal and Arborist Evaluation: The ACC may grant requests to remove or replace trees between the front lot line and the unit due to invasive roots, overgrowth into other trees and structures, and/or pose a fire hazard. No tree shall be removed without the prior written approval of the ACC. In most cases, a written evaluation from an arborist will be required to remove a tree or trees.

6.7 Plant Spacing: Shrubs and bushes shall be (at a minimum) 5-gallons and shall be planted a minimum of 5 feet apart on center. Perennials shall be (at a minimum) 1-gallon and shall be planted a minimum of 3 feet apart on center. A Recommended Plant List is included in the attached exhibits. All plants should be pruned in a manner to keep them from encroaching onto any other property, private or otherwise. Landscaping on corner lots shall comply with the applicable municipal vehicular site-line standards.

6.8 Tree Spacing: Trees cannot be planted closer than 5 feet from the side property line and 10 feet from the rear property lines. Trees with invasive roots shall not be planted next to sidewalks or walkways which could be damaged by such invasive roots. A Recommended Tree List is included in the attached exhibits. All trees should be pruned in a manner to keep them from encroaching onto any other property, private or otherwise.

6.9 Artificial Grass/Turf: Artificial grass shall have a minimum 8 to 10-year life warranty, minimum 45 to 50 oz. per sq. yard weight, preferably 60 oz. or higher (for durability and "spring-back" to avoid matting), inclusion of "thatch" in the grass blades to give a more realistic look to the lawn, high permeability to minimize moisture retention, and the seams must be invisible when installed.

6.10 Drought Tolerant Landscaping (aka: Xeriscape) and Ground Cover: Drought tolerant landscaping may be installed on an improved lot. However, bare ground, rock and other standard materials such as concrete or pavers cannot be the dominate landscape feature. Some vegetation along with ground cover will be required in strategic locations are encouraged to break up the visual impacts of inert materials. The ACC encourages living ground cover. Where inert materials are used, the landscape plan must provide planting that will dominate/exceed the inert material in 2 to 3 years. A dry creek bed theme requires a variety of rock sizes, including boulders to appear natural. River rock may be used to create drainage swales and/or "dry" creek-beds. Approved River Rock varieties are: Regular, Arizona, Lahontan, Paiute and Lodi. Bark in any form or variety shall not be approved for installation due to its potential flammability and tendency to become wind-blown. Unapproved rock varieties include: colored, sparkling or reflective, salt and pepper, lava, gravel, pea gravel and Rylite.

6.11 Landscaping Visual Criteria: The overall forms of the introduced plant material should be complementary to any existing on-site vegetation. Where limited on-site vegetation exists, plant forms should offer a variety of sizes, colors and shapes to create a pleasing street-scene on a year-round basis.

Colors and textures of plant material should be varied to provide interest throughout the year. The ultimate size of plants will be carefully considered. Plants which quickly outgrow their usefulness will be avoided. The minimum planting requirements are generally not considered even close to meeting the necessary planting of an appropriate landscape plan.

6.12 Landscaping Functional Criteria: Plants selected for placement near existing plants should have similar growing requirements. This reduces over watering and shading out plants that have adapted to natural conditions. In areas where screening is needed, plants will be evaluated for their screening effectiveness. Evergreens which branch close to the ground are favored. Trees which provide a shade canopy over hard surface areas are desirable. Trees will be evaluated in terms of how well they enhance the architecture. The use of plants to reduce heating and cooling needs is desirable. Evergreens along the north and west sides of homes is encouraged, since they create air pockets against the house which act as insulators. Deciduous plants are encouraged around the perimeter of a home because they provide summer shade and allow winter sun to enter the unit from the south.

6.13 Landscaping Cultural Criteria: A primary intent is to use new plants which complement those existing on the site in order to ensure survival rates, yet provide interest and diversity. New plantings that can survive on existing rainfall or withstand prolonged periods of drought will be favorably considered. Plants which require little maintenance are favored over those which require constant spraying and pruning to remain healthy. Homeowners are encouraged to have a soil analysis done to determine pH, acidity/alkalinity, general soil type, and the availability of nutrients. This information can be used to select plants which adapt well to existing conditions, with minimal upkeep and watering. This analysis must be provided to the ACC if it forms the foundation for the landscape plan. Selected plants should contain a combination of fast, medium and slow growth rates. Fast growth plants adapt quickly, provide quick cover, but generally have a short life span and are subject to disease. Medium growth plants take over as fast growing plants begin to die out, usually after 15 to 20 years. Slow growth plants remain small for a long period of time, but generally become the dominant plant types. A variety of sizes and colors should be planted to enhance the natural appearance and provide year-round color and interest.

6.14 Mailboxes: Mailboxes are to be designed to complement the design, materials and colors of a custom home and are subject to approval by the ACC. Mailboxes shall remain consistent throughout each neighborhood (sub-division) and sub-association. Designer/specialty mailboxes shall not be required in builder (non-custom) home neighborhoods.

6.15 Swimming Pools: Pool equipment; pumps, heaters, controls, etc., shall be placed inside an enclosure (in conformance with regulatory requirements) that is architecturally related to the house in design, color and materials. The pool equipment shall not be placed where it can become a noise nuisance to neighboring lots.

VII. Governing Documents

7.1 Amended Declaration of Covenants, Conditions and Restrictions; Document #4540950 recorded December 11, 2015: Some of the residential restrictions pertaining to architectural and construction requirements, building and design features, etc. can be found in the Amended Declaration and are repeated below for convenience purposes.

7.2 Accessory Outbuildings. No accessory outbuildings (e.g., garages or sheds) shall be erected on any lot or parcel prior to the erection thereon of a dwelling. In no event, shall any temporary structure or trailer or tent ever be used for human occupancy or habitation. Any outbuildings must be designed to mimic the architectural style, roof pitch, materials, and colors of the main structure. Greenhouses and gazeboes may be permitted if prior written ACC approval is granted. Playhouses, dog houses and dog

runs also require ACC approval. Only such guest houses or domestics' quarters as may be approved in writing by the ACC as an accessory outbuilding may be used for human occupancy or habitation. Unattached accessory outbuildings may be constructed only as may be approved in writing by the ACC.

7.3 Completion of Construction. Construction of any improvement, once commenced, shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for thirty (30) consecutive days or which have been partially or totally destroyed and not rebuilt within six (6) months shall be deemed nuisances unless the Board of Directors grants a variance in writing. The Association may, but is not required to, remove any such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within thirty (30) days from the Association posting a notice to commence such work upon the property and mailing a copy of such notice to the owner at the address appearing on the books of the Association. Such notice shall state the steps to be taken to eliminate the nuisance. The Association nor any of their agents, employees or contractors shall be liable for any damage which may result from any work performed, nor shall the Association, or any of their agents or employees, be liable for any failure to exercise the right to work on any parcel or lot. Approved projects not commenced within one (1) year of ACC approval shall require a subsequent review and approval by the ACC.

7.4 Prohibition Against Used or Prefabricated Structures. No used or existing or previously constructed buildings or structures, intended for use as a dwelling or outbuilding, shall be placed on any lot. No prefabricated dwelling structures of any kind, including without limitation, manufactured homes, mobile homes and modular homes shall be installed in the Subdivision. Prefabricated sheds, garages, and other prefabricated non-dwelling structures are prohibited unless approved in writing by the ACC.

7.5 Maintenance of Lots. All lots and parcels, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to hea1th. If not so maintained, the Association shall have the right, after giving written notice in accordance with the Statute to the owner, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall include an administrative fee to be determined by the Board and shall be added to and become a part of the annual assessment to which such lot is subject. The Board has sole discretion as to what is unsightly or unsanitary. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed nor shall the Association or any of its agents or employees be liable for any failure to exercise the right to maintain any parcel or lot. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly and well-groomed manner, whether said lots are vacant or improved. Any structure damaged by fire or otherwise destroyed shall be rebuilt, refurbished, or razed and removed within a reasonable timeline approved by the ACC. owners shall be required to submit preliminary plans for the damaged structure to the ACC within thirty (30) days from the date the structure was damaged.

7.6 Disposal of Sanitary Waste. All permanent plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the development.

7.7 Nuisances. No illegal, noxious or offensive activities or nuisances shall be carried out or conducted upon any on any lot, or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and any similar matter shall be permitted on any lot or portion thereof. An owner shall not permit any excessive light, odors, smoke, dust or noise to emanate from an owner's lot which would unreasonably disturb any other owner's quiet enjoyment of his or her lot, excepting approved construction activities. The Board has discretion to determine what activity is noxious or offensive and what light, odors, smoke, dust or noise would unreasonably disturb an owner's quiet enjoyment of his or her lot.

7.8 Garbage and Refuse Disposal. No garbage, refuse, rubbish, vegetation, vegetation debris or noxious or offensive material shall be permitted to accumulate, be dumped or buried on any lots, and lot owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice. Solid waste trash/garbage shall be properly contained before it is placed into the trash receptacle and the lid shall be properly closed so that trash cannot spill out or become wind-blown. Solid waste trash/garbage shall not be placed or stored outside the trash receptacle. Properly bagged yard clippings and landscaping debris may be placed or stored outside the trash receptacle. Trash receptacles and recycle bins shall be stored in such a manner that the containers are screened from view except when the containers are within the collection area for pick-up in accordance with the Rules & Regulations of the Association.

7.9 Antennas. Installation of any form or type of television antenna, cellular communication tower, or antenna for shortwave or ham radio installations, including all components and exterior parts, (hereinafter collectively referred to as "Device") are subject to the Rules and Regulations which may be adopted by the Board, and enforced by the ACC. The Rules and Regulations must not significantly increase the cost of installation, maintenance or use of a Device, unreasonably delay or prevent installation, maintenance or use of a Device or preclude reception or transmission of an acceptable quality signal, but may include without limitation, screening material, required locations, safety requirements, size limitations, Device approval process, complementary-color painting of the Device and other regulations which do not violate applicable law.

7.10 Limited Access. There shall be no access to any lot or parcel on the perimeter of the development except from designated streets or roads as shown on recorded maps of the development.

7.11 Docks and Piers. No dock, pier or other similar structure shall be erected on or into any pond within the development, except such structures as may be constructed by the Association with the written permission of the ACC.

7.12 Re-subdivision or Joinder of Lots. No lot or parcel shall be further subdivided, nor shall there be any severance of the surface and subsurface rights. The owner of two (2) or more contiguous lots may apply to the ACC for permission to use such lots as the site of a single dwelling. Notwithstanding such permission, said lots shall remain as separate lots for all purposes.

7.13 Utility Lines. With the exception of those major utility lines existing as of July, 1983, and the major service lines for "The Pines" area, all utility lines and connections within the development shall be placed underground. Other than public utility street lighting, no private lighting shall be suspended from a pole in excess of ten (10) feet from the ground within the development except those owned and maintained by the Association or as expressly approved in writing by the ACC.

7.14 Temporary Structures. No temporary structure of any form or type shall be permitted on any lot or parcel except during construction of an improvement on that lot or parcel and as approved by the ACC.

7.15 Peaceful Enjoyment. No use of any lot or structure within the development shall cause harm to or adversely affect the use, value, occupation and enjoyment of adjoining property or the general neighborhood. Final determination within these bounds shall be left to the discretion of the Board.

7.16 Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any lot other than excavation for necessary construction purposes relating to main dwelling units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping and landscaping, or in the erection of permitted fencing generally improving any lot.

7.17 Certificate of Occupancy. A certificate of occupancy must be issued by the appropriate governing building department prior to occupancy of any dwelling unit.

7.18 Clotheslines. No clothesline shall be constructed or erected which would be visible from any street, pond, Common Area or other lot.

7.19 Landscaping. Within eight (8) months of completion of the main dwelling unit, each lot or parcel shall be completely landscaped consistent with approved landscape plans in a manner suitable to the character and quality of the development, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the development and in accordance with the Rules & Regulations adopted by the Board. Each lot owner shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the lot, such as removal of certain trees, dead limbs and other dead vegetation. Minimum defensible space requirements of applicable governmental entities may be maintained with ACC approval. Each lot owner shall be responsible for the maintenance of their vegetation so that it does not encroach or extend onto/into Common Area, another owner's lot, sidewalks, trails, paths, streets, drainage swales, etc. No noxious weeds of any kind or character shall be placed or permitted to grow upon any lot or portion thereof. Nothing herein shall prevent a lot owner from installing drought tolerant landscaping to the extent approved in writing by the ACC prior to installation and authorized by, and consistent with, the Statute, or maintaining an unimproved lot in its natural vegetative state.

7.20 Construction Procedures: No construction activities may commence without prior written approval from the ACC. Prior to the commencement of any construction activity on any lot or parcel, the owner and/or contractor shall rope off those areas not intended for actual construction or staging to protect the site from unnecessary damage to foliage and to reduce erosion and dust problems. The lot shall be kept in a clean and orderly fashion at all times and the contractor shall have approved sanitary facilities on site as well as a garbage dumpster or other suitable device for regular disposal of trash. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any Common Area. Construction work hours shall be limited to 7:00 A.M. to 6:00 P.M. Monday through Saturday. Construction work is not permitted on Sunday. The ACC may require the contractor to submit an erosion protection plan to control possible sedimentation travel to parks, greenbelts, streams, ponds or other Common Areas when in the sole opinion of the ACC it is deemed necessary. If requested, this plan will be submitted prior to any construction activity and carried out diligently. The playing of radios, CD's, etc. at volumes that disturb residents is not permitted. Workers are not permitted to bring pets to the job site.

7.21 Wind Turbines. Pursuant to NRS 116.2111, no wind machine or turbine shall be installed in the development on lot sizes less than two (2) acres. On lots, greater than two Acres, one wind machine or turbine may be installed per lot over two (2) acres. The ACC is authorized to adopt Standards related to the approval, installation, and maintenance of wind machines or turbines. If the ACC approves installation of any wind machine or turbine, the owner shall comply with all standards, requirements, ordinances, statutes and laws applicable to the same. City and/or county approval shall not override the Governing Documents. Reference Wind Machine/Turbines; approved January 11, 2012.

7.22 Solar Panels. All solar panel installations shall be pre-approved in writing by the ACC. The ACC is authorized to adopt Rules and Regulations related to the installation and maintenance of solar panels. City and/or county approval shall not override the Governing Documents. Reference Solar Guidelines; approved May 9, 2012.

7.23 Paved Surface Requirements. All driveways, walkways, parking areas and other areas of similar nature shall be paved with a suitable "all-weather" material approved by the ACC such as asphalt, concrete, paving stones, brick or other materials approved by the ACC, within thirty (30) days of the completion of construction of the residence on a lot. Gravel or loose rock is prohibited. All said surfaces shall be repaired and maintained in good condition to the satisfaction of the ACC.

7.24 Pools, Sports and Play Equipment. No above-grade swimming or wading pools, trampolines, other sports apparatus, swing sets, or children's play equipment may be permanently placed, installed, erected, or attached to any structure in the development unless such apparatus is approved by the ACC. Portable

basketball hoops shall be permitted within the individual lots only and shall be kept in good repair so they do not become unsightly. Owners shall be required to obtain prior written approval from the ACC before a permanent basketball hoop or backboard may be installed.

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

7.26 Activities Affecting Insurance. Nothing shall be done or kept on any lot or within the Common Area which will increase the rate of insurance on any policy maintained by the Association, and no owner shall permit anything to be done or kept on his or her lot or within the Common Area which would cause any improvements to be uninsurable against loss by fire or casualty or result in the cancellation of insurance covering any lot or any part of the Common Area.

7.27 Supplemental Covenants. Nothing contained herein shall prohibit or impair the recordation of additional or supplemental covenants, conditions and restrictions (and the establishing of one or more owners associations related thereto) which apply to only a portion of the development, in order to (among other purposes) establish rights and obligations which are more restrictive than set forth in the Amended Declaration, provided that the covenants, conditions and restrictions of the Amended Declaration are complied with.

VIII. Supplemental Declarations

Supplemental Declarations designate the land use (e.g. single family dwelling, multiple family dwelling, etc.) for each lot or parcel. Supplemental Declarations are recorded for most of the individual projects that form the Caughlin Ranch community. These documents address particular aspects of each project. The following is a synopsis of the "unique" content of the Supplemental Declaration(s) for each sub-association and neighborhood:

8.1 Alum Creek Sub-Association: This single-family residential sub-association is gated and consists of 112 patio homes. The minimum enclosed living area is 1,200 square feet. The sub-association has private streets and is located within the City of Reno.

The Alum Creek Board of Directors reviews all Alum Creek architectural applications and provides a recommendation before any application is submitted to the ACC for review and approval consideration.

The Alum Creek Patio Home Association shall operate, maintain and manage its common areas and all its facilities, including, but not limited to, gates, perimeter wall, fences, private streets, etc.
Side-yard easements are provided as depicted in the accompanying ALUM CREEK PATIO HOMES exhibit. These easements are appurtenant to and affect all of the lots within the subdivision on the side and sides adjoining the side of other lots within the subdivision. The easements operate in a unique manner for each of the various combinations of the particular models of houses built on the lot.

The lot owner to which the herein created easement is appurtenant (herein "dominant tenement") shall, except as herein qualified, have the exclusive right to use and enjoy the easement free from interference or intrusion from the fee owner of the property upon which the easement is located (herein "servient tenement"). The owner of the dominant tenement must maintain the interior portions of any fence bounding the easement and must landscape and maintain the landscaping upon the easement as though he were the owner in fee of the servient tenement. Neither owner shall have the right to erect permanent or semi-permanent structures upon the easement. The owner of the servient tenement shall have the right, at reasonable times, after prior notification to the owner of the dominant tenement, to go upon, or

have his agents or appointees go upon, the easement for the purpose of maintaining the exterior of his house, foundation, plumbing and electrical equipment. The owner of the dominant tenement shall not conduct any activity upon the easement which shall unreasonably interfere with the use and enjoyment by the owner of the servient tenement of that portion of his property not burdened by the easement.

8.2 Castle Ridge Units 1 and 2: Unit 1; 35 lots, Unit 2; 19 lots. (Units 1, 2, and 4 through 7 of this single-family neighborhood consists of 128 custom homes in total.) The minimum enclosed living area is 1,900 square feet. All streets were dedicated to the City of Reno.

Rear and side yard fences shall not exceed 6-feet in height, and must be constructed as detailed on the accompanying CASTLE RIDGE exhibit. There shall be no front yard fences except on corner lots, unless approved in advance by the ACC.

Fences along the following lot lines, that back-up to the common area abutting S. McCarran Blvd., shall not exceed 42-inches in height, and shall be constructed as detailed on the accompanying CASTLE RIDGE exhibit:

a) The lot lines of lots 106 through 118 and lot 135, and
b) The rear 16-feet of the side lot lines measured from the line common with the abutting common area on lots 107 through 117, and
c) The rear 16-feet of the side lot line of lot 135 measured from the southeast corner of lot 135.

Fences along the side lines of lots 107 through 117, and the south line of lot 135 located between 16-feet and 24-feet from the rear lot line common with the abutting common area shall transition from 42-inches in height to 6-feet in height.

Rear yard fences on lots 201 through 204, shall not exceed 42-inches in height and shall be constructed as detailed on the accompanying CASTLE RIDGE exhibit.
Fences along the side lot lines of lots 201 through 204, shall not exceed the following heights:

a) 42-inches in height for the rear 16-feet of the side lot line measured from the line common with the abutting common area
b) Along the side lot lines located between 16-feet and 24-feet from the line common with the abutting common area, the fences shall transition from 42-inches in height to 6-feet in height.

8.3 Castle Ridge Unit 3; Mountainshyre: This single-family neighborhood is gated and consists of 58 custom homes. The minimum enclosed living area is 2,200 square feet. The neighborhood has private streets and is located within the City of Reno. All private roads are for the exclusive use of the owners of the related lots, their licensees, business invitees and guests. The access into Mountainshyre is Pinehaven Road which is a public street dedicated to the City of Reno.

CRHA maintains and manages its common areas, landscaping, entry island and monument sign, perimeter fences, entry and exit gates, private streets and sidewalks, etc. The Mountainshyre owners pay a premium assessment to CRHA for the maintenance activities, and for the repair, replacement and restoration of the major components of the common elements; a Reserve account has been established for these purposes.

Fencing on all property lines shall be split rail fencing in conformance with the accompanying MOUNTAINSHYRE exhibit. Fencing shall be prohibited in all areas between single-family homes and

any street, and there shall be no fences or walls permitted over 5-feet, 6-inches in height without ACC approval.

8.4 Castle Ridge Units 4 thru 7: (Units 1, 2, and 4 through 7 of this single-family neighborhood consists of 128 custom homes in total.) The minimum enclosed living area is 1,900 square feet. All streets were dedicated to the City of Reno.

Rear and side yard fences shall not exceed 6-feet in height and shall be constructed as detailed on the accompanying CASTLE RIDGE exhibit. There shall be no front yard fences except on corner lots, unless approved in advance by the ACC.

Rear yard fences on lots 403 through 408, shall not exceed 42-inches in height and shall be constructed as detailed on the accompanying CASTLE RIDGE exhibit.

Fences along the side lot lines of lots 403 through 408, shall not exceed 42" in height from the intersection with the rear lot lines and continuing for 24-feet along the side lot line at which point the side lot fences shall transition to 6-feet in height.

Rear yard fences on lots 501 through 515, 519, 520, 522 and 523 shall be a three-rail fence and shall be constructed as detailed on the accompanying CASTLE RIDGE exhibit.

Fences along the side lot lines of lots 501 through 515, 519, 520, 522 and 523 shall not exceed 42-inches in height from the intersection with the rear lot lines and continuing for 24-feet along the side lot line at which point the side lot fences shall transition to 6-feet in height. There shall be no front yard fences except as may be approved by the ACC for corner lots.

Rear yard fences on lots 601 through 608, shall be a three-rail fence and shall be constructed as detailed on the accompanying CASTLE RIDGE exhibit.

Fences along the side lot lines of lots 601 through 608, shall not exceed 42-inches in height from the intersection with the rear lot lines and continuing for 24-feet along the side lot line at which point the side lot fences shall transition to 6-feet in height. Fences along the west side lot line of lots 704, 705, 712, and 713 shall be a three-rail fence and shall be constructed as detailed on the accompanying CASTLE RIDGE exhibit.

8.5 Caughlin Cottages: This single-family neighborhood consists of 90 patio homes. The minimum enclosed living area is 1,400 square feet. All streets were dedicated to the City of Reno.

Except as otherwise provided below, rear, side and front yard fences shall be of the type, style, height, color, and location as indicated on the accompanying CAUGHLIN COTTAGES exhibit. No fence or wall shall be built from any front yard to the street. Such area shall be kept free and open. No fence or wall over 5-1/2 feet in height shall be permitted.

Owners shall be responsible for all costs associated with fence maintenance, repair, painting and reconstruction, as needed. Any reconstruction, maintenance or repair shall not alter the type, style, height, color or location of such fence. Owners shall be required to paint the inside and outside of all

fencing on or abutting their own lots. All fences shall be painted an "off-white" color as approved by the ACC, on both sides. Owners will not be allowed to paint the outside of any fencing abutting Caughlin Parkway or Caughlin Crossing.

CRHA shall be responsible for painting the outside of all fences abutting Caughlin Parkway and Caughlin Crossing. CRHA shall notify affected owners a minimum of 30 days prior to commencement of fence painting. CRHA shall bill individual property owners for the cost of painting. The cost to each owner shall be determined by dividing materials and labor by number of affected units. Owners shall pay their proportionate share of the cost in full within 30 days of receipt of said bill. CRHA may levy a lien against the subject owners' property for all expenses of any kind or nature incurred, including attorney fees, to collect the charges for the said painting of the fence.

Rear yard fences: "Type A" - Privacy: Approximately 5 foot 6-inch high solid wood fence.
"Type B" - Lattice Top: Approximately 5 foot 6-inch high wood fence with approximately 3 foot 6-inch solid wood at the bottom and 2-foot wood lattice at the top. "Type C" - Picket: Approximately 3 foot 6-inch wood picket type fence.

Unit One, rear yard fences for lots 123 through 133, and the side of lot 125, facing the common area, shall be "Type C"- Picket. Rear yard fences for lots 101 through 108 shall be "Type B" - Lattice Top. All other fencing shall be "Type A" - Privacy, except for the first section of side yard fences where "Type A" - Privacy and "Type C" - Picket join at the rear of lots 123 through 133. The side yard "Type A" -Privacy fence shall transition at a ratio of 1:1 from a height of 66 inches to 42 inches.
Unit Two, rear yard fences for lots 201 through 208, and the side of lots 208 and 224, facing the common area, shall be "Type C" - Picket. All other fencing shall be "Type A" -Privacy, except the first section of side yard fences, where "Type A" - Privacy and "Type C" - Picket join at the rear of lots 201 through 208, where the side yard "type A" - Privacy fence shall transition at a ratio of 1:1 from a height of 66 inches to 42 inches.
Unit Three, side yard fences for lots 301, 303 and 304, facing the common area shall be "Type C" - Picket. Rear yard fences on lots 318 through 333, and the side yard facing the common area of lot 318, shall be "Type B" - Lattice Top. All other fencing shall be "Type A"- Privacy.

Owners with rear yard drainage swales shall not remove, alter in anyway, or block the flow on said swales. Owners shall be fully responsible for the maintenance and repair of said swales. Each owner shall have the obligation at their cost to maintain all landscaped areas on his or her lot, and including any areas which may lie between sidewalk and curb. Homeowner responsibilities shall include, but not limited to, irrigation, maintenance of the irrigation system, addition of needed drip emitters as the tree matures, weeding and pruning.

8.6 Caughlin Creek Sub-Association: The Caughlin Creek Sub-Association consists of 63 cluster homes. The minimum enclosed living area is 1,600 square feet. This single-family neighborhood is gated and has private streets located within the City of Reno. The DeerCreek neighborhood (not part of the sub-association) which consists of 115 units, is situated at the back of the Caughlin Creek Sub-Association; reference 6.207 below.
Owners are responsible for the painting, maintenance and repair of the exteriors of the residential buildings including roofs, driveways and walkways. Owners are entirely responsible for the windows on their unit. Cracked or broken windows shall be replaced promptly.

No owner shall do, or permit, or suffer anything to be done, in such owner's dwelling unit which will or may have a tendency to invalidate or to increase the premium for fire or any other insurance on any dwelling unit or any other structure in the Caughlin Creek Sub-Association or the contents thereof.

There is a private easement over, on and across each single-family lot (servient tenement) in favor of the adjoining single family lot (dominant tenement) covering the area shown on the accompanying CAUGHLIN CREEK exhibit as being located within the fenced private yard and extending from the exterior wall of the dwelling structure on the servient tenement to the lot boundary. The purpose is for the exclusive private use of the occupants of the dwelling located on the dominant tenement for inclusion within their private fenced yard area as shown. The easement is subject to the right of ingress and egress in order to repair and maintain and protect, as may be necessary the dwelling structure located on the servient tenement.

Only fences constructed at the time of initial construction of dwelling units per plans approved by the ACC are allowed, except for interior fences within an enclosed area or interior pet enclosures. Any reconstruction, maintenance or repair of any fence shall not alter the type, style, height, color or location of such fence. The types style and height of rear yard fencing applicable to each residential lot within the Property, is specified in the accompanying CAUGHLIN CREEK exhibit. No fence or wall shall be built from any front yard fence to the street. No fence or wall over 5-1/2 feet in height shall be permitted. Individual owners shall be responsible for all costs associated with maintenance, repair, painting and reconstruction of fences and walls on or abutting their own lots, as needed. Owners shall be required to paint the inside and outside of all fencing on or abutting their own lots with the pre-approved standard color.

"Type A" - Privacy: Approximately 5'6" high solid wood fence. "Type C" - Picket: Approximate 3'6" wood picket type fence. The rear yard fences on all lots except 401, 402 and 403 shall be Type C – Picket. The side yard fences on lots 401, 404, 405, and 413 facing the common area shall also be Type C – Picket. All other fencing shall be Type A – Privacy.

Owners with rear yard drainage swales shall not remove, alter in any way, or block the flow on said swales. Said owners shall be fully responsible for the maintenance and repairs of said swales.

8.7 Caughlin Creek Units 4 thru 7; DeerCreek: DeerCreek consists of 115 homes and is situated at the back of the Caughlin Creek Sub-Association. The minimum enclosed living area is 1,600 square feet. As a result, this single-family neighborhood is gated and has private streets located within the City of Reno. However, it is not part of the Caughlin Creek Sub-Association. The owners in DeerCreek pay the same assessment as the Caughlin Creek owners since they benefit from the use of the gates, streets, trails and greenbelts located within Caughlin Creek and DeerCreek. All rear, side and front fences shall be of the type, style, height, color and location as indicated on the improvement plans, or as constructed by the developer. Fencing changes require ACC approval.

Only fences constructed at the time of initial construction of dwelling units per plans approved by the ACC are allowed, except for interior fences within an enclosed area or interior pet enclosures. Any reconstruction, maintenance or repair of any fence shall not alter the type, style, height, color or location of such fence. The types style and height of rear yard fencing applicable to each residential lot within

the Property, is specified in the accompanying DEERCREEK exhibit. No fence or wall shall be built from any front yard fence to the street. No fence or wall over 5-1/2 feet in height shall be permitted. Individual owners shall be responsible for all costs associated with maintenance, repair, painting and reconstruction of fences and walls on or abutting their own lots, as needed.
Owners shall be required to paint the inside and outside of all fencing on or abutting their own lots with the pre-approved standard color.

"Type A" - Privacy: Approximately 5'6" high solid wood fence. "Type C" - Picket: Approximate 3'6" wood picket type fence. The rear yard fences on all lots except 401, 402 and 403 shall be Type C – Picket. The side yard fences on lots 401, 404, 405, and 413 facing the common area shall also be Type C – Picket. All other fencing shall be Type A – Privacy.

Owners with rear yard drainage swales shall not remove, alter in anyway, or block the flow on said swales. Said owners shall be fully responsible for the maintenance and repair of said swales. Swales are intended for natural water run-off and shall not be used to dispose of any fluids or liquids.

8.8 Caughlin Crest: This single-family neighborhood consists of 95 homes. The minimum enclosed living area is 1,600 square feet. All streets were dedicated to the City of Reno.

Rear yard fences and the first 20 feet of side yard fences from the rear yard fence shall be limited to 42 inches in height on the following lots: Block "A" lots 4 through 29; Block "B" lots 1 through 10; Block "C" lots 12 through 17; and Block "E" lots 1 through 10. All other fencing may be 6 feet in height.

Landscaping of an excessive height shall be restricted from the following lots: Block "A" lots 4 through 29; Block "B" lots 1 through 10; Block "C" lots 12 through 17; and Block "E" lots 1 through 10. The determination of excessive height shall be at the sole discretion of the ACC.

8.9 Caughlin Crossing North & South (Commercial): Located on the north and south sides of Caughlin Crossing at Caughlin Parkway. There are 4 separate billable parcels on the north-side, and 5 on the south-side for a total of 9 commercial properties. Both complexes consist of various professional businesses. As a commercial project, it is subject to cross-easements, common area maintenance and other matters related thereto.

8.10 Caughlin Glen: This single-family neighborhood consists of 67 patio homes. All streets were dedicated to the City of Reno. The minimum enclosed living area is 1,100 square feet.

Rear and side yard fences may not exceed 6 feet in height; there shall be no front yard fences except on corner lots as may be approved. Rear yard fencing on lots 110, 111 and 112 in Block "A" and lots 113 through 122, and lots 225 through 233 in Block "B" (inclusive) of the Unit One and Two Properties, shall not exceed 42 inches in height. The transition of the fence for the side yards to a 42-inch fence for the year yard lot line shall occur for these same lots along the last 8 feet of the side yard fence measured from the intersection with the rear lot line fence.

There is hereby created a private easement over, on and across each single-family lot (servient lot) in favor of the adjoining single family lot (dominant lot) covering the area located within the fenced private yard and extending from the exterior wall of the dwelling structure on the subservient lot to the lot

boundary between the subservient lot and the dominant lot. The purpose of the private easement is for the exclusive private use by the occupants of the dwelling located on the dominant lot for inclusion within their private fenced yard area.

These easements are subject to right of ingress and egress in order to repair and maintain and protect, as may be necessary, the dwelling structure located on the subservient lot. Each owner shall keep his private yard area in good order and repair.

Rear yard fencing on lots 225 through 233 in Block "B" (inclusive) of the Unit Two Property, shall not exceed 42 inches in height.

The transition of the side yard fencing to a 42-inch fence for the rear lot line shall occur for these same lots along the last 8 feet of the side yard fence measured from the intersection with the rear lot line fence. The side yard fencing shall slope on these same lots within 16 feet of the rear yard fence from 72 inches to 42 inches in height.

Easements adjacent to dwelling units: The accompanying CAUGHLIN GLEN exhibit show fencing adjacent thereto together with a private yard area and land within the single-family lot line but outside the fenced private yard area. There is hereby created a private easement over, on and across each single-family lot (servient lot) in favor of the adjoining single family lot (dominant lot) covering the area shown as being located within the fenced private yard and extending from the exterior wall of the dwelling structure on the servient lot to the lot boundary between the servient lot and the dominant lot. The purpose for the private easement is for the exclusive private use by the occupants of the dwelling located on the dominant lot for inclusion within their private fenced yard area as shown.

The easement granted is subject to right of ingress and egress in order to repair and maintain and protect, as may be necessary, the dwelling structure located on the servient lot. Each owner shall keep his private yard area shown in good order and repair.

Private drainage easements: The Declarant granted to the owners of lots 132 and 133 of Unit One (Benefitted Lots), an easement along the northerly 5 feet of lots 131 and 132 of Unit One, Block C (Drainage Lots), for the purpose of draining surface water over and across each of the Drainage Lots and shall be for the benefit of, and appurtenant to, the Benefitted Lots.

The Declarant granted to the owners of each lot in Caughlin Glen Unit Two a 5-foot-wide easement centered on each side lot line and 5 feet in width adjacent to the rear lot line of each lot. The Drainage Easements shall be for the purpose of draining surface water over and across each of the lots and shall be for the benefit of, and appurtenant to, each and every other lot in Caughlin Glen.

Each owner of a lot shall be responsible for the maintenance and upkeep of that portion of the Drainage Easement which traverses such owner's lot, and such owner shall not allow any improvement, debris or other impediment to impair surface drainage through the Drainage Easement across such owner's lot from any owner of a lot uphill from such owner's lot.

8.11 Caughlin Private School / Day Care Center (Commercial): Originally developed as a day care center, the PUD Handbook was amended to allow for either a private school or a day care center.

The current owners are operating a private school. As a commercial project, it is subject to cross-easements, common area maintenance and other matters related thereto.

8.12 Caughlin Professional Park (Commercial): Located on (upper) Caughlin Parkway and Caughlin Square. There are 11 separate billable parcels. One parcel has yet to be built-out and subsequently annexed into CRHA. The complex consists of various professional businesses. The dental complex is located on the corner of Caughlin Square and Caughlin Pkwy. at S McCarran Blvd. There are 6 separate billable parcels. As a commercial project, it is subject to cross-easements, common area maintenance and other matters related thereto.

8.13 Caughlin Ranch Mini Warehouse & RV Storage (Commercial): This business is located on an unnamed private road. Access into the facility is from Pinehaven Road which is a public street dedicated to the City of Reno. The road is abutted by CRHA common area on both sides. The facility's manager resides in the on-site residence which doubles as the rental office. The perimeter of the facility is fenced-in. As a commercial project, it is subject to cross-easements, common area maintenance and other matters related thereto.

8.14 Caughlin Ranch Shopping Center (Commercial): Located on (upper) Caughlin Parkway between S. McCarran Blvd. and Village Green Pkwy. There are 3 separate billable parcels. The center is anchored by a large grocery store chain and is managed by a realty corporation. There is a coffee establishment, a bank, restaurants and various businesses and services located within the center. As a commercial project, it is subject to cross-easements, common area maintenance and other matters related thereto.

8.15 Creekridge North: This single-family neighborhood consists of 52 homes. The minimum enclosed living area is 1,500 square feet. All streets were dedicated to the City of Reno.

Building setback requirements: Front and Rear: 20 to 25 feet; 10-foot rear yard setback is permitted adjacent to common areas. Side: minimum 5 feet, average 7 to 8 feet, minimum side yard separation between houses shall be 15 feet excepting side yards adjacent to a 3-car garage which such separation between houses shall be 10 feet minimum. Side yard setbacks shown as average indicate that a portion of the house may extend closer to the property line but that the area of any such encroachment will be offset with a footprint area equal to or greater than the encroachment area that exceeds the average setback.

Rear and side yard fences shall not exceed 6 feet in height and shall be constructed as detailed on the accompanying CREEKRIDGE NORTH exhibit. No fencing shall be constructed on the street side of any utility meter and there shall be no front yard fences.

Lots 1 through 10 (inclusive) in Block "A", lots 22 through 29 (inclusive) in Block "B" and lots 41 through 45 (inclusive) in Block "C" are required to include within their landscape plans a minimum of three large trees in the rear yard. Two of the trees shall be evergreen at least 8 feet in height. Deciduous trees shall be a minimum 2-inch caliper and at least 12 feet in height when planted.

8.16 Creekridge South; Seasons: This single-family neighborhood consists of 58 homes. The minimum enclosed living area is 1,500 square feet in Unit 1 and 1,600 square feet in Units 2 and 3. All

streets were dedicated to the City of Reno.

Building setback requirements: Front and Rear: 20 to 25 feet; 10-foot rear yard setback is permitted adjacent to common areas. Side: minimum 5 feet, average 7 to 8 feet, minimum side yard separation between houses shall be 15 feet excepting side yards adjacent to a 3-car garage which such separation between houses shall be 10 feet minimum. Side yard setbacks shown as average indicate that a portion of the house may extend closer to the property line but that the area of any such encroachment will be offset with a footprint area equal to or greater than the encroachment area that exceeds the average setback.

Rear and side yard fences shall not exceed 6 feet in height and shall be constructed as detailed on the accompanying CREEKRIDGE SOUTH exhibit. No fencing shall be constructed on the street side of any utility meter and there shall be no front yard fences. All fences shall be maintained in a uniform manner. If a stain or paint is approved by the ACC, all fences must be stained or painted the same approved color.

The rear yard fences on lots 27 through 48 (inclusive) must not exceed 42-inches in height and must be constructed as detailed on the accompanying CREEKRIDGE SOUTH exhibit. The transition of the fence for the side yards to a 42-inch fence for the rear yard lot line shall occur with the last 8 feet of the side yard fence measured from the intersection with the rear lot line fence.
The transition of the 6-foot side yard fence to the 42" rear yard fence shall occur in the last 8 feet of the side yard fence measured from the intersection with the rear lot line fence. Landscape plans must depict adjacent lot improvements within 15 feet of the property line.

8.17 Eastridge: This single-family neighborhood consists of 120 homes. The minimum enclosed living area is 1,600 square feet. All streets were dedicated to the City of Reno.
There shall be no fences or walls over 6 feet in height and all property lines from the houses to the street shall be kept free and open.

8.18 Evergreen (Formerly Juniper Trails 8): This single-family neighborhood consists of 73 homes. The minimum enclosed living area is 2,000 square feet. All streets were dedicated to the City of Reno.

There shall be no fences or walls over 5 feet in height. Fencing shall be prohibited from all areas between single family homes and any street, except as may be approved.

8.19 Heritage On The Green: This single-family neighborhood consists of 74 homes. The minimum enclosed living area is 1,600 square feet. All streets were dedicated to the City of Reno.

Rear and side yard fences may not exceed 6 feet in height. There shall be no front yard fences.

8.20 Juniper Trails Units 1 thru 6 (excluding Promontory Pointe): This single-family neighborhood consists of 199 custom homes. The minimum enclosed living area is 1,800 square feet. All streets were dedicated to Washoe County.

Units 4 and 5, and include specific building envelopes and building height restrictions. In some cases,

the driveway location is also recommended. Additionally, seven lots in Juniper Trails Unit 2 provide for horses to be kept on these lots, along with related horse fencing (lots A-2, B-1, B-2, B-3, B-4, B-5, and C-18).

8.21 Juniper Trails Unit 6 partial; Promontory Pointe Sub-Association: This single-family residential sub-association is gated and consists of 17 custom homes within Washoe County. The minimum enclosed living area is 1,800 square feet. All streets are private and owned and maintained by the Promontory Pointe Homeowners Association. The Association shall operate, maintain and manage its common areas and all its facilities, including, but not limited to, gates, walls, fences, recreational facilities, and private streets.

Specific building envelopes and building height limits have been established. Only plans and drawings prepared by a registered architect or licensed residential building designer are eligible for filing with and consideration by the ACC. All structures constructed within Promontory Pointe shall be designed by either a registered architect or licensed residential building designer.

8.22 Juniper Trails Units 7A thru 7E; Eaglesnest Sub-Association: This single-family residential sub-association is gated and consists of 73 custom homes all within Washoe County. The minimum enclosed living area is 2,500 square feet. All streets are private and owned and maintained by the Eaglesnest Homeowners Association. The Association shall operate, maintain and manage its common areas and all its facilities, including, but not limited to, gates, walls, fences, private streets, etc.

Each lot has a designated building envelope and building height limit. The owners of lots 747, 748 & 749 of Unit "C" are granted a non-exclusive easement of use and enjoyment through the thirty-foot access easement located in Common Area "B" of Unit 7C. This easement is appurtenant to and passes with title to lots 747, 748 and 749.

All residential building improvements located on lot 767 shall contain a sprinkler system approved by the appropriate governmental fire protection agency.

There shall be no fences or walls over 5 feet in height. All non-County maintained storm drainage facilities shall be maintained by CRHA. Only plans and drawings prepared by an architect registered within the State of Nevada with experience in hillside areas are eligible for filing with and consideration by the ACC. All structures constructed within Eaglesnest shall be designed by the same.

8.23 Juniper Trails Unit 9; Pine Bluff – 2017: This single-family residential neighborhood was approved for 43 semi-custom homes. All streets will be dedicated to the City of Reno.

Due to the recordation of Reversion of Acreage Maps for Juniper Trails Units 9A and 9B, and the intention to establish a new project, the original Supplemental Declaration Document No. 3198834 and 3520797 were terminated. Reference Document No. 4538833, 4546813, 4538834 and 4546814. New Supplemental Declarations for each phase are pending.

8.24 Mayberry Meadows: This single-family residential neighborhood consists of 213 homes. The minimum enclosed living area is 1,600 square feet. All streets were dedicated to the City of Reno.

There shall be no living unit or structure of any kind of three stories or greater in height above ground

level adjacent to the unit, however, tri-levels will be acceptable provided they do not exceed 25 feet in height.

An easement exists over the rear 5 feet of each lot in Units 4A and 4B for utility or quasi-utility service or function to accommodate, without limitation, sewers, drainage systems, poles, wires, as well as conduit or similar pathways for lighting, power, television, telephone, and other communication techniques or devices. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company may be responsible to maintain.

Each lot owner agrees to accept the burden of, and not in any way interfere with, the established drainage pattern over their lot from adjoining or other lots in said tract, or, in the event it is necessary to change the established drainage, that they will make adequate provisions for proper drainage over their lot. No structure or other material shall be placed or permitted to remain which may damage, interfere with, obstruct, or retard the flow of water through drainage channels, or which may change the direction of flow or such channels.

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a round property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

8.25 Pine Creek: This six (6) unit sub-association was established by court order and consists of 6 cluster homes within the City of Reno. Provisions are in place to provide for the gate, private driveway, exterior lighting, landscaping, and exterior maintenance of the homes.

8.26 Ridge Hollow – 2017: This single-family residential neighborhood will consist of 44 homes with private streets located within the City of Reno. The minimum dwelling area is 1,600 square feet.

8.27 River Run Sub-Association: This multiple family residential sub-association is un-gated and consists of 91 condominiums within the City of Reno. All streets are private and owned and maintained by the River Run Condominium Homeowners Association. The maximum speed limit is 15 miles per hour. Street parking is prohibited as all streets are designated "fire lanes". The minimum enclosed living area is 1,200 square feet. There shall be no dwelling units three stories or greater in height.

The Association shall operate, maintain and manage its common areas and all its facilities, including, but not limited to, walls, fences, recreational facilities, private streets, etc.
The boundaries of a unit are the unfinished interior surfaces of the perimeter walls, floors, ceilings and standard exterior hinged doors thereof, together with all fixtures and improvements therein contained (including the heating and air conditioning systems for the unit), as shown on the map including the windows, sliding glass doors and garage area.

Not included in the boundaries of a unit are bearing walls, columns, exterior hinged doors, floors and roofs (except for the interior surfaces of each), foundations, central heating systems, and other service systems used by more than one unit, if any, pipes, vents, ducts, chutes, conduits, wires (except the outlets of each where located within the unit).

8.28 Seasons IV: This single-family residential neighborhood consists of 4 homes with the streets dedicated to the City of Reno. The minimum enclosed living area is 1,900 square feet.

Rear and side yard fences shall be constructed as detailed in the accompanying SEASONS IV exhibit A, which fence shall not exceed 6 feet in height, or as detailed on accompanying SEASONS IV exhibit B which shall not exceed 5 feet in height; provided, however, only the portion of the side yard fence that is within 8 feet of the rear yard fence may be constructed as provided in clause immediately preceding. There shall be no front yard fences except on corner lots, but then only as allowed by the ACC.

8.29 The Pines - Future: This single-family residential sub-association is planned for 174 custom homes within Washoe County. The minimum enclosed living area is 2,000 square feet. Occupying the entire southern section of the Ranch, it will be the site of the lowest density housing.

The one acre+ lots are sited to take advantage of gentle slopes, panoramic views and the forest cover. Much of the site will remain open, preserving the integrity and characteristics of the forested terrain. Although part of the CRHA Master Plan, this development is not currently part of the PUD.

8.30 Traditions: This single-family residential neighborhood consists of 122 homes. All streets were dedicated to the City of Reno. The minimum enclosed living area is 1,900 square feet.

Rear and side yard fences shall be constructed as detailed in the accompanying TRADITIONS exhibit A, which fence shall not exceed 6 feet in height, or as detailed on accompanying TRADITIONS Exhibit B which shall not exceed 5 feet in height; provided, however, only the portion of the side yard fence that is within 8 feet of the rear yard fence may be constructed as provided in clause immediately preceding. There shall be no front yard fences except on corner lots, but then only as allowed by the ACC.

All wood fences must remain natural; not painted or stained. All metal fences must be maintained in their original manufactured almond color.

8.31 Vantage Point: This single-family residential neighborhood consists of 106 patio homes. All streets were dedicated to the City of Reno. The minimum enclosed living area is 1,100 square feet.

Rear and side yard fences may not exceed 6 feet in height and are subject to ACC approval. No front yard fences are allowed except on corner lots with ACC approval. Rear yard fencing shall not exceed 42" in height on lots 115 through 122 and 220 through 232 in Block "A" and on lots 332 through 345 in Block "A."

There is a private easement over, on and across each single-family lot (servient lot) in favor of the adjoining single family lot (dominant lot) covering the area shown in the accompanying VANTAGE POINT exhibit as being located within the fenced private yard and extending from the exterior wall of

the dwelling structure on the servient lot to the lot boundary between the servient lot and the dominant lot.

The private easement is for the exclusive private use by the occupants of the dwelling located on the dominant lot for inclusion within their private fenced yard area. These easements are subject to right of ingress and egress in order to repair, maintain and protect, as may be necessary to the dwelling structure of the servient lot. Each lot owner shall be responsible for the maintenance and upkeep of that portion of the drainage easement which traverses such owner's lot, and such owner shall not allow any improvement, debris or other impediment to impair surface drainage through the drainage easement across such owner's lot from any owner of a lot uphill from such owner's lot.

A 5-foot drainage easement exists over lots 220 through 228 and 332 through 344 in Block A, and 320 through 323 in Block B, for the drainage of surface waters over and across each such drainage lot. The drainage easement shall be appurtenant to each of the drainage lots. Each drainage lot shall be burdened by that portion of the drainage easement located on such drainage lot, and such burden shall be for the benefit of all drainage lots uphill from such burdened drainage lot.

Each owner of a drainage lot shall be responsible for the maintenance and upkeep of that portion of the drainage easement which traverses such owner's drainage lot, and such owner shall not allow any improvement, debris or other impediment to impair surface drainage through the drainage easement across such owner's drainage lot from any owner of a drainage lot uphill from such owner's drainage lot. In the event any owner does not maintain properly that portion of the drainage easement traversing such owner's drainage lot, the Association shall have the right, but not the obligation, to enter upon such drainage lot upon reasonable prior notice, and at any time in exigent circumstances, for the purpose of repairing, maintaining or obstruction removal of such portion of the drainage easement. The reasonable cost of the Association to conduct any such activity, shall be deemed a special assessment levied against such drainage lot owner and is enforceable in accordance with the Declaration.

8.32 Village Green: This single-family residential neighborhood consists of 69 homes. All streets were dedicated to the City of Reno. The minimum enclosed living area is 1,600 square feet. Rear yard fences shall not exceed 42 inches in height.

8.33 Vista Pointe Sub-Association: This sub-association is un-gated and consists of 65 single-family homes. The minimum enclosed living area is 1,600 square feet. All streets were dedicated to the City of Reno. The Vista Pointe sub-association is responsible for maintaining common and slope areas within their sub-association as well as the entry monument situated at the intersection of Brighton Way and Brighton Court.

The sub-association shall appoint and remove members of their Architectural Committee and insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee. The sub-association has a tennis court, swimming pool, spa and restroom facilities for the exclusive use of their owners. The sub-association shall operate, maintain and manage its common areas and all its facilities, including, but not limited to, walls, fences, recreational facilities, private streets, etc.
The covenants and restrictions established for the Vista Pointe sub-association shall continue and remain in full force and effect, subject to the right to amend (or repeal) as provided, for a term expiring on the first day of April 2084, after which they shall remain in effect for successive ten (10) year periods unless

a majority of the owners of record of residential lots within the Vista Pointe sub-association at any time during any such ten (10) year period record an instrument signed by such majority amending or repealing same.

8.34 Westpoint: This single-family residential neighborhood consists of 81 homes. The minimum enclosed living area is 1,600 square feet. All streets were dedicated to the City of Reno.

Rear and side yard fences may not exceed 6 feet in height. Rear yard fencing on lots 1 through 14 of Block "A," lots 19 through 22 and lots 24 through 27 of Blocks "B," and lots 18 through 27 of Block "D" shall be a maximum 5 feet in height.
Side yard fencing shall be 42" high from the rear fence for the first 20 feet and taper to full height at a rate not to exceed l ' vertical to 1' horizontal. Fencing details are shown on the accompanying WESTPOINT exhibit.
For lots 1 through 14 only, trees shall be placed no closer than 15 feet from the rear yard fence and they shall not be placed closer than 5 feet from the side lot lines so as to generally protect views.

In no case shall the property line setback distances be less than: 15-foot rear, 5-foot side and 20-foot front. The minimum side yard separation between houses shall be 15 feet, excepting side yards adjacent to 3-car garage models, which shall be 10-foot minimum.

Setbacks shown on the accompanying Westpoint exhibit as average indicate that a portion of the house may extend closer to the property line but that the area of any such encroachment will be offset with a footprint area equal to or greater than the encroachment area that exceeds the average setback.

8.35 Whispering Pines: This single-family residential neighborhood consists of 20 custom homes. Currently, there are 5 unsold lots remaining. All streets were dedicated to the City of Reno.

All design and construction on the lots shall utilize hillside adaptive architecture wherever appropriate in the manner shown on the accompanying WHISPERING PINES exhibit. Each lot has a designated building envelope and a building height limit. Additionally, some lots have areas designated for non-disturbance.

All areas with a slope greater than 30% in the open space areas designated on the subdivision map, shall remain as open space. All building and landscape plans shall conform to the standards for defensible space and Wildland-Urban Interface as shown on the accompanying WHISPERING PINES exhibit. The WUI Code can be found at:
www.washoecounty.us/building/Files/Files/2012%20WUI%20CODE%20GUIDE_rev%2011-25-13.pdf.

IX. Construction Activities

9.1 Site Maintenance: A portable toilet and a construction refuse container must be in place before work begins. The portable toilet shall face the construction and not the road or neighboring lots. Any other temporary structures/receptacles must be approved by the ACC. Areas of a lot not proposed for disturbance shall be roped off or delineated with silt fencing. Workers shall park on site or in any designated public parking areas. It is the owner and contractor's responsibility to prevent drainage and erosion onto any adjacent lot or common area.

9.2 Off-site Maintenance: It is suggested that whenever possible, the construction site access be in the same general location as the permanent driveway and that gravel/fill along with a temporary culvert pipe are to be placed in this area to prevent road damage to the roadway improvements. The roadway shall be kept clean so that dirt and construction debris are not on any roadway except as provided for the limited construction access. No materials shall be placed in the right-of-way or on adjacent property. There are no designated disposal areas in Caughlin Ranch, nor is there a pit for obtaining fill dirt. All excess fill material shall be removed from the lot prior to completion of the Improvements.

9.3 Construction Rules Posting; Sub-contractors & Suppliers: With the commencement of construction, the owner or general contractor must purchase a sign from the Caughlin Ranch Homeowners Association and post same in a conspicuous location. The sign includes key (but not all) construction rules that the owner, general contractor and particularly subcontractors and suppliers (who may not likely be aware of the rules and regulations) must adhere to.

9.4 Contractor Signs: During the construction of a residence on a lot, the contractor may post a sign with a maximum area of eight hundred (800) square inches and the longest dimension not greater than thirty-six (36) inches on its own post and shall not be placed higher than forty-two (42) inches from the prevailing ground plain. The sign must be placed no closer than twenty (20) feet from the nearest roadway. Wording of contractor signs shall be limited to the name and phone number of the contractor, the words "contractor" or "general contractor" if not contained in the firm name, and the architect or designer and owner(s) of the home. Subcontractor and material/men signs are prohibited. All signs during construction shall first be approved by the ACC and shall conform to the Governing Documents. Contractor signs must be removed upon completion of construction.

9.5 Construction Staging Areas: For custom home lots, particularly those with natural features to be preserved, an area for construction staging must be designated on the site plan. Streets and adjacent parcels are not to be used as construction staging areas. All construction materials shall be neatly and properly stored on the lot. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any Common Area.

9.6 Temporary Buildings, Construction & Sales Facilities: Temporary or prefabricated structures may be used for construction activities and/or sales activity with ACC approval. Such structures shall be well-maintained and painted or colored in earth-tones. Trailer facilities shall have matching skirting. Sufficient parking must be provided, as approved by the ACC. Landscaping shall also be provided around the structure. Landscaping may be in decorative containers.

9.7 Prior to Commencement of any Work: The Contractor shall rope off those areas not intended for actual construction or staging to protect the site and adjoining property from unnecessary damage to foliage and to reduce erosion and dust problems. Any required roping shall be completed prior to the commencement of construction.

9.8 Storm Water and Erosion Protection Plan (SWPP): The ACC may require the Contractor to submit a storm water and erosion protection plan (SWPP) to control possible sedimentation travel to parks, greenbelts, streams, ponds or other Common Areas when in the sole opinion of the ACC it is deemed necessary. If requested, this plan will be submitted prior to any construction activity and carried out diligently. The Developer shall also be responsible for dust control on the Property during construction in conformance with applicable governmental approvals and codes.

9.9 Lot Maintenance: The Contractor shall be responsible for maintaining the lot in such a manner as to prevent it from becoming unsightly, unsanitary or a hazard to health as determined by the ACC. The lot shall be maintained in a neat and orderly condition with provisions for regular disposal of construction debris and approved sanitary facilities to the satisfaction of the ACC.

9.10 Construction Damage: The Contractor shall repair and reconstruct any improvement outside of the property damaged during construction of the Improvements, including, but not limited to, the repair and reconstruction of a sidewalk, curb and gutter, trail constructed of concrete or asphalt, streets, paving stones, pavers or similar type materials, within seven (7) days of the occurrence of such damage.
9.11 Vehicles: All vehicles associated with the Improvements (including employees and subcontractors' vehicles) shall be parked in designated areas or on the street where street parking is allowed. There shall be no parking on the pedestrian paths or the Association's Common Area.
9.12 Noise: There shall be no excessive noise on the site and radio volumes shall be kept low so as not to bother neighboring property owners. Appropriate radio volumes shall be determined solely by the ACC.
9.13 Construction Hours: Monday through Saturday, 7:00 a.m. to 6:00 p.m. only. There shall be no construction activity on Sunday.
9.14 Pets: There shall be no pets on a construction site during construction.
9.15 Trailers: Except for the temporary loading and unloading of heavy equipment, there shall be no trailers on any construction site, unless first approved in writing by the ACC. Any trailers otherwise allowed by the ACC must be well maintained and must be parked on the construction site in a location approved by the ACC.

Adopted by the Caughlin Ranch Board of Directors at a Duly Noticed Meeting on March 22, 2017.

_____
Tony Termini, President

_____
Al Dennis, Secretary

CAUGHLIN RANCH

ARCHITECTURAL CONTROL COMMITTEE
REQUEST FOR APPROVAL

Date of Application: _____ Contact Phone or E-Mail: _____

Homeowner: _____

Property Address: _____

New Construction*: _____Y ____ N (If yes, three sets of plans are required)

Modification:

_____ Exterior color scheme change (Color samples must be provided on a 5 x 7 minimum sample on a similar surface to be painted)

_____ Landscape: Plan showing existing landscape and proposed changes. Proposed plants need to be identified by size and type. A complete plant list must be included. The ACC guidelines require 5-gallon shrubs to be planted a minimum of 5-feet on center and one-gallon perennials a minimum of 3-feet on center; when holding a tape measure at the center of a plant, there must be another plant within 3 feet in any direction.

_____Remodel*

_____Roof

_____Deck*

_____Fence

_____Shed

_____Front/Security Door

_____Windows

_____Shutters

_____Driveway

_____Other

*A plan review fee will be required before release of the final approved plan. Contact the office.
* **A deposit and agreement are required for all new home construction projects, additions and some larger scaled landscape project, please contact the office for further details.**

When possible, please include a digital photo of the area to be modified. You can e-mail your request to kim@caughlinhoa.com. If your request requires a color or material sample, you can drop it off at the office. Please make sure all requests and samples are marked with your name and address.

The ACC meets the 2nd and 4th Thursday of every month (please call to confirm). Your attendance is not required. The deadline to be placed on the agenda is Noon on the Monday prior to the meeting.

If you have any questions, please call the association's office.

1070 Caughlin Crossing, Reno, NV 89519
Office: (775) 746-1499 Fax (775) 746-8649

INSPECTION CHECKLIST

Inspection Date: _____ Lot#: _____
APN#: _____

Owner's Name: _____

Property Address: _____

Mailing Address: _____

Phone #: _____ H/W/C Phone #: _____ H/W/C

Project Name/Description: _____

Landscaping:

- Front Yard: __ YES __ NO
- Rear Yard: __ YES __ NO
- Timed Irrigation System: __ YES __ NO

Exterior:

- Chimney Cap: __ YES __ NO __N/A
  - Painted to match: __ YES __ NO __N/A
- Vents Painted: __ YES __ NO __N/A
- Mailbox: __ YES __ NO __N/A
- House Number: __ YES __ NO __N/A

COMMENTS:

_____

_____

_____

_____

Passed Inspection: __ YES __ NO

<u>If NO,</u> please provide details and corrective measures to be taken

_____

_____

_____

Deposit Amount: $_____ **Release Deposit**: __ YES __ NO __N/A

Record Release of Agreement: __ YES __ NO __N/A Date Recorded: _____

Photos attached: __ YES __ NO __N/A

EXHIBIT A

Construction Improvement Agreement

Rev. Dated: March 22, 2017
7 Pages

APN#:

When Recorded Return to:
Caughlin Ranch
Homeowners Association
1070 Caughlin Crossing
Reno, NV 89519

CONSTRUCTION
IMPROVEMENT AGREEMENT

This Agreement is made and entered into this ____ day of _____ by and between the Caughlin Ranch Homeowners Association ("Association") and _____ ("Owner"), as legal owner of Lot ____ of _____ address _____ recorded _____ as Document No. _____ in the office of the Recorder of Washoe County, State of Nevada "Property." This Improvement Agreement ("Agreement") relates to Owner's plans to construct the following improvements on the Property (_____) ("Improvements") utilizing the services of _____ ("Contractor").

As a condition precedent to obtaining approval for the Improvements by the Caughlin Ranch Architectural Control Committee ("Committee"), Owner and Contractor acknowledge that the Improvements must be constructed in strict accordance with this Agreement and the Committee approved plans and conditions of approval ("Approval"). Owner acknowledges that the Approval and this Agreement are covenants running with the Property and are binding on the Owner's heirs, executors, administrators, successors, assigns and grantees and any future owners of the Property.

The following are the rules and regulations of the Committee that have been adopted by the Association's Board ("Board") pursuant to Section IV C.6. of the Amended Declaration of Protective Covenants, Conditions and Restrictions recorded as Document No. 4540950 on December 11, 2015 in the Official Records of Washoe County, Nevada ("Amended Declaration") and Article VIII Section 7 of the Second Restated Bylaws of the Association ("Bylaws"). These rules and regulations are referred to herein as the "Rules" and are intended to supplement the Governing Documents as defined in the Amended Declaration, and any Supplemental Amended Declaration's applicable to the Property referenced in the Agreement ("Governing Documents"). Capital words not otherwise defined in these Rules shall be defined as set forth in the Governing Documents.

1. Submittal Guidelines. The submittal guidelines and requirements for Architectural Review for Residential and Non-Residential Project Plans adopted by the Committee

and/or Board as it may exist from time to time ("Submittal Guidelines") are hereby incorporated herein by reference. Any contractor who has caused more than four (4) violation notices to be issued to any owner within the Development in any twelve (12) consecutive month period may not act as a contractor for any new job within Caughlin Ranch for a period of one (1) year after completion of the job he was on when he received the fifth 4th violation notice, and any submittal containing the name of such contractor during such period may be rejected by the Committee.

2. Strict Compliance with Plans. The Owner and Contractor shall follow the Approval without deviation, unless a Variance is pre-approved in writing, and shall comply with all conditions of approval by the Committee. In the event the Improvements are not constructed in conformance with the Approval, or the Governing Documents, the same shall constitute a violation of the Amended Declaration and these Rules, and may be enforced as such.

3. Construction Penalty Schedule.

a. Commencement of Construction. The Improvements must be commenced within one (1) year of approval by the Committee. Improvements not commenced in such time shall require a subsequent submittal, review, and further approval by the Committee.

b. Completion of Construction. Construction of any Improvements, once commenced, shall be pursued diligently to completion, completed, and a permit necessary to occupy the Improvements if required to use the Improvements, shall be issued within the time required by the Committee in its Approval. Improvements not completed in such time, or upon which construction has ceased for thirty (30) consecutive days, or which have been partially or totally destroyed and not rebuilt within six (6) months, shall be deemed a violation of these Rules unless the Committee grants an extension in writing.

c. Completion of Landscaping. Within eight (8) months of completion of a residence or eight (8) months after the close of escrow for a completed residence, the Property shall be completely landscaped consistent with approved landscape plans in a manner suitable to the character and quality of the Development, and equipped with a timed underground irrigation system. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the Development and in accordance with the Rules & Regulations adopted by the Board.

4. Construction Penalty Schedule. The Association may impose and enforce a construction penalty against the Owner for failure to adhere to the required schedules. The amount of the construction penalty will be the amount set forth in the Violation & Fine Policy and Construction Penalty Schedule as defined in the Amended Declaration at the time of the violation ("Violation & Fine Policy and Construction Penalty Schedule"). At the time these Rules were adopted, the construction penalty is $250 per violation, and $250 per week for each continuing violation, and may be increased by amending the Violation & Fine Policy and Construction Penalty Schedule ("Construction Penalties").

The Association may deduct the Construction Penalties from the Security Deposit set forth below, and charge the Construction Penalties as an Owner obligation due to the Association, after the Owner receives notice of the Construction Penalties and is afforded an opportunity for a hearing on the Construction Penalties. Construction Penalties not satisfied by the Security Deposit, or paid by the Owner, shall become a lien on the Owner's unit and may be foreclosed upon as set forth in the Governing Documents, Statute and Association's Violation & Fine Policy, and Construction Penalty Schedule.

5. Security Deposit. At the time of entering into this Agreement, the Owner must provide a security deposit of $1,000 for landscaping or exterior residence improvements, and $2,500 for a new residence or an addition to a residence ("Security Deposit"), as security for the timely completion of the Improvements in strict compliance with Approval, the Governing Documents, and these Rules. For construction of a new residence, or an addition to a residence, the Owner shall provide the Committee with a certification from its Contractor or licensed design professional that the new construction complies with the Approval when the foundation is complete and again at the completion of the framing. The Committee shall have the right to inspect the work to verify the certification. When the Improvements have been completed in accordance with the Approval, including all landscape requirements, Owner shall notify the Association in writing and request the Association to inspect the Property within thirty (30) days of the notice. If the work has been completed to the satisfaction of the Committee, the Association will sign and record a release of the Agreement and return the Security Deposit to the Owner. If the Improvements have not been completed to the satisfaction of the Committee, the Association will notify the Owner and require the deficient items be complete within thirty (30) days. If the deficient items have been completed within thirty (30) days to the satisfaction of the Committee, the Association will sign and record a release of this Agreement and return the Security Deposit to the Owner. The Security Deposit will not be eligible to be returned to Owner until the Owner notifies the Association of completion of the improvement. If the Owner or Contractor fails to complete the Improvements in strict accordance with the Approval to the satisfaction of the Committee, or fails to timely cure the deficient items, the Association may treat such failures as a violation of the governing Documents and issue fines or Construction Penalties in accordance with the Violation & Fine Policy and Construction Penalty Schedule. The Association is authorized to use the Security Deposit to apply to any violation of these Rules or the Governing Documents and/or to complete the Improvements to the satisfaction of the Committee.

6. Additional Construction Rules. In addition to the rules set forth in the Governing Documents, the following construction rules shall apply ("Additional Construction Rules"). The penalties for violating the Additional Construction Rules shall be the same as the construction penalties set forth in the Association's Violation & Fine Policy and Construction Penalty Schedule. Each notice of violation issued by the Association shall constitute a separate violation and fine or construction penalty.

(a) Prior to the commencement of any work on the Improvements, the Owner and/or Contractor shall rope off those areas not intended for actual construction or staging to

protect the site and adjoining property from unnecessary damage to foliage and to reduce erosion and dust problems. Any required roping shall be completed prior to the commencement of construction.

(b) The Committee may require the Owner and/or Contractor to submit a storm water and erosion protection plan (SWPP) to control possible sedimentation travel to parks, greenbelts, streams, ponds or other Common Areas when in the sole opinion of the Committee it is deemed necessary. If requested, this plan will be submitted prior to any construction activity and carried out diligently.

(c) The Owner and Contractor shall be responsible for maintaining the Property in such a manner as to prevent it from becoming unsightly, unsanitary or a hazard to health as determined by the Committee.

(d) The Owner and Contractor shall repair and reconstruct any improvement outside of the Property damaged during construction of the Improvements, including, but not limited to, the repair and reconstruction of a sidewalk, curb and gutter, trail constructed of concrete or asphalt, streets, paving stones, pavers or similar type materials, within seven (7) days of the occurrence of such damage.

(e) All vehicles associated with the Improvements (including employees and subcontractors' vehicles) shall be parked in designated areas or on the street where street parking is allowed.

(f) The Property shall be maintained in a neat and orderly condition with provisions for regular disposal of construction debris and approved sanitary facilities to the satisfaction of the Committee.

(g) There shall be no excessive noise on the site and radio volumes shall be kept low so as not to bother neighboring property owners. Appropriate radio volumes shall be determined solely by the Committee.

(h) Construction hours are Monday through Saturday, 7:00 a.m. to 6:00 p.m. only. There shall be no construction activity on Sunday.

(i) There shall be no pets on a construction site during construction other than Owner's pets living with the Owner at the Property.

(j) All signs during construction shall first be approved by the Committee and shall conform to the Governing Documents.

(k) Except for the temporary loading and unloading of heavy equipment, there shall be no trailers on any construction site, unless first approved in writing by the Committee. Any trailers otherwise allowed by the Committee must be well maintained and must be parked on the construction site in a location approved by the Committee.

(l) All construction materials shall be neatly and properly stored on the Property. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any Common Area.

(m) All excess fill material shall be removed from the Property prior to completion of the Improvements.

(n) All exposed metal finishing and trim and all exposed chimney metal, drains, etc., shall be painted to harmonize with the rest of the house. All plans shall show the color of such paint.

(o) Mailboxes must be of natural materials and approved by the Committee.

(p) An architectural designed chimney cap must be installed by the owner on all chimneys to cover exposed metal spark arrestors. Both chimney cap and spark arrestor must be painted to harmonize with the rest of the house.

(q) All other rules listed within the Governing Documents applicable to the Improvements shall also apply.

7. Liability. Owner shall be solely responsible for complying with the Association's Governing Documents, all applicable statute, ordinance, regulation, building code or standards applicable to the design and construction of the Improvements ("Laws"). Neither the Committee, Association, or the Board or any person acting on behalf of any of them shall be responsible in any manner for any claim, cause of action or alleged damages resulting from: (a) any error, omission or defects in any plans or specifications or other material submitted to the Committee; (b) any error, omission or defect in the Improvements or related to or arising from the Improvements; (c) any Approval or disapproval of any submission to the Committee; (d) any waiver of or failure to enforce a provision of the Governing Documents or this Agreement; (e) compliance with the Laws; and (f) any failure to inspect or certify compliance of the Improvements with the Approval or the Laws (collectively the "Owner's Responsibilities"). To the fullest extent allowed by law, Owner agrees to defend, at Owner's sole cost, the Committee, the Association, the Board, and each person acting on behalf of any of them (collectively "Indemnitees) and hold the Indemnitees harmless from and against any claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, awards, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs, and all other professional, expert or consultants' fees and costs, including those attorneys' fees, disbursements, court costs, expert and consultant fees incurred by Indemnitees in enforcing this provision), of every kind and nature whatsoever (individually referred to as a "Claim" and collectively as "Claims") arising from, or in any manner related to, or directly or indirectly connected with the Owner's Responsibilities and the Improvements. Owner's defense obligation is separate from and independent of its indemnity obligation and shall apply regardless of Indemnitees active or passive negligence, fault, liability, or strict liability, or lack thereof, and regardless of whether Owner, any Indemnitee, or some other party is ultimately found responsible for

the asserted Claims. Owner's defense obligations shall arise immediately upon written notice of such Claim being provided by Indemnitee to Owner. Owner's defense and indemnification obligations shall extend to all Claims arising before or after the completion of the Improvements, shall survive the expiration or termination of this Agreement, and shall continue until any action against any Indemnitee is fully and finally barred by applicable laws.

8. Enforcement.

(a) In the event any Improvements shall be commenced without Committee approval, not constructed in strict conformance with Approval, or not in conformance with the Governing Documents, or these Rules are violated, the Association may treat such failures as a violation of the Governing Documents and issue fines and/or construction penalties in accordance with Association's Violation & Fine Policy and Construction Penalty Schedule. Fines and construction penalties may be collected in like manner as delinquent assessments and, until paid, shall constitute a lien on the Property in like manner as a delinquent assessment, and may be enforceable as such in accordance with the provisions of the Statute, the Governing Documents and the Association's Delinquent Assessment Collection Policy. Failure to pay any fine or Construction Penalties shall be deemed to be a continuing violation of the Rules and Regulations of the Association. All fees and costs incurred by the Committee or Association related to a violation, fine or Construction Penalties, including, without limitation, attorneys' fees and costs, shall be charged to and paid by the Owner in like manner as delinquent assessments to the full extent allowed by the Statute, the Association's Violation & Fine Policy and Construction Penalty Schedule, or the Governing Documents.

(b) The Association may, but is not required to, complete the Improvements to the satisfaction of the Committee if the Owner fails to do so after notice and an opportunity for a hearing has taken place in accordance with the Association's Violation & Fine Policy and Construction Penalty Schedule. The Association may, through its employees or a licensed contractor, undertake to remedy the violation and charge the actual and reasonable costs thereof (including any penalties as above provided), first against the Security Deposit, and collection of the balance of such costs against the Owner in like manner as a delinquent assessment, and may be enforceable as such in accordance with the provisions of the Statute, the Governing Documents and the Association's Delinquent Assessment Collection Policy. Neither the Association, the Committee, nor any of their agents, employees or contractors, shall be liable for any damage which may result from any work performed or not performed to complete the Improvements.

CAUGHLIN RANCH ARCHITECTURAL
CONTROL COMMITTEE

By: _____
Director

By: _____
Lorrie Olson, General Manager

I hereby certify that I have read the above Rules, that I understand them, and that I will comply with them.

_____ _____
Owner Date

_____ _____
Owner Date

_____ _____
Contractor Contractor's License #

Revised March 22, 2017

EXHIBIT B

Improvement Agreement
For Subdivision

Rev. Dated: March 22, 2017
5 Pages

When Recorded Return to:
Caughlin Ranch Homeowners Association
1070 Caughlin Crossing
Reno, Nevada 89519

IMPROVEMENT AGREEMENT
FOR SUBDIVISION

This agreement is made and entered into this _____ day of _____, 20__, by and between the Caughlin Ranch Homeowners Association, a Nevada Non-Profit Cooperative corporation without stock (the "Association") and _____, hereinafter referred to "Developer", as legal owner of subdivision property described on the attached Exhibit "A", the Deed to which property was recorded , _____ as Document No. _____, in the office of the Recorder of Washoe County, State of Nevada ("Subdivision").

1. This Improvement Agreement ("Agreement") has been adopted by the Association's Board pursuant to Section IV C.6. of the Amended Declaration of Protective Covenants, Conditions and Restrictions recorded as Document No. 4540950 on December 11, 2015, in the Official Records of Washoe County, Nevada ("Amended Declaration") and Article VIII Section 7 of the Second Restated Bylaws of the Association ("Bylaws") and is intended to supplement the Governing Documents as defined in the Amended Declaration. This Agreement is a covenant running with the Subdivision and are binding on the Developer's heirs, executors, administrators, successors, assigns and grantees and any future owners of the Subdivision.

2. Developer shall within _____ months from the date hereof, at his expense, construct or install or cause to be constructed or installed within said Subdivision all common areas shown as such on the tentative subdivision map ("Common Area") approved by the City on the _____ day of _____, 20_____, ("Tentative Map"), the Final Map recorded as Document No. _____ on _____, in the Official Records of Washoe County, Nevada ("Final Map"), in accordance with all conditions made a part of said approval by the governing authority, the governmental standards, codes, public works design requirements, the Rules and Regulations for the Subdivision attached hereto as Exhibit "B", the conditions of approval by the Caughlin Ranch Architectural Control Committee attached hereto as Exhibit "C" ("Conditions of Approval"), the Amended Declaration, and the Rules and Regulations of the Association as defined in the Amended Declarations (collectively the

"Approval Requirements") which said Approval Requirements are made a part hereof as though set forth in full herein.

3. Developer hereby warrants the plans and specifications for the Common Areas are in accordance with the Approval Requirements. Developer further warrants that said plans and specifications are adequate to accomplish the Common Areas in a good workmanlike manner, and in accordance with the Approval Requirements and acceptable construction practices. Should said plans and specifications at any time prior to final acceptance of the Common Areas by the Association prove to be deficient, inadequate, or not in compliance with the Approval Requirements, Developer does hereby agree to make such changes required by the Association to so comply.

4. Developer shall secure its faithful performance of this Agreement and every part thereof by filing with the Association, a bond or irrevocable letter of credit issued by a company or bank authorized to do business in the State of Nevada in favor of the Association, in a form approved by the Association ("Performance Guarantee"). The Performance Guarantee must be in the amount of the cost to install all Common Area improvements plus a 20% contingency. The Developer shall provide a cost estimate/proposal prepared in the same fashion as the bonding requirements for the applicable government agency for the public improvements and the estimate/proposal must contain an installation estimate for all Common Area Improvements and an estimated cost and breakdown for all Common Area landscape materials. The Performance Guarantee for the Common Area within the Subdivision based on Developer's estimates/proposals is $_____ which Developer represents and warrants is sufficient to cover the cost of constructing the Common Area and related improvements in accordance with the Approval Requirements within the period set forth above. Developer may apply for a reduction in the Performance Guarantee as the work is completed or as circumstances are deemed to justify a reduction in the Performance Guarantee in the sole discretion of the Association.

5. In the event the Common Area is not constructed in accordance with the Approval Requirements within the period set forth above, or if the Developer shall fail or neglect to fulfill any or all of its obligations under this Agreement, Association may make demand under the terms of the Performance Guarantee and initiate any action necessary to insure funds from the Performance Guarantee are used to complete the Common Area in accordance with the Approval Requirements and use the proceeds of the Performance Guarantee to complete the Common Area and to take any other action reasonable under the circumstances. Should the cost of completing the Common Area exceed the amount available under the terms of the Performance Guarantee, Developer agrees to pay such excess amounts to the Association upon demand.

6. When the Common Area has been completed in accordance with the Approval Requirements, the Developer shall certify completion on a form acceptable to the Association, provide an as-built plan of all improvements within the Common Area, deliver to the Association a study of the reserves for the Common Area which satisfies the requirements of NRS 116.31152, deliver to the Association the Developer's share of the amount specified in the study of the reserves as required by NRS 116.31039, and request the

Association inspect and accept the Common Area. Upon delivery of the items set forth above, the Association will inspect the Common Area and provide a list of items needing completion or correction before acceptance by the Association. Developer shall pay all expenses related to the Common Area which are incurred before the conveyance of the Common Area to the Association, and the Association shall not accept or assume any responsibility for maintenance of the Common Areas until completed to the satisfaction of the Association and written acceptance by the Association.

7. Upon satisfactory completion of the Common Area, the Association shall notify Developer in writing of its acknowledgment of completion of same and acceptance of the Common Area. Upon such written acknowledgment, the Developer shall record a Notice of Completion of the Common Area, and Forty-Five (45) days thereafter, transfer by Grant, Bargain and Sales Deed, in a form acceptable to the Association, all Common Area to the Association free and clear of all liens and encumbrances, but subject to such easements and rights-of-way as then appear of record ("Common Area Deed"). Upon acceptance of the Common Area, and recording of the Common Area Deed, the Association will release the Performance Guarantee provided the Common Area has been transferred free and clear of all liens and encumbrances, and upon delivery of the items set forth above. If there are any liens or encumbrances, the Association may use the Performance Guarantee to satisfy such liens or encumbrances or require the Developer to provide another performance guarantee acceptable to the Association to satisfy the liens or encumbrances.

8. Developer from and after the date of completion and acceptance of said Common Area, shall guarantee and warrant all construction of the improvements within the Common Area for a period of ONE (1) YEAR, from and after the date of acceptance of said Common Area by the Association and shall promptly replace or otherwise correct any and all work found to be defective or not in accordance with Approval Requirements. The Association shall give written notice of said defective or nonconforming work to Developer promptly after discovery of the condition. The warranty referred to in this section is in addition to and not in lieu of Developers obligation to construct the Common Area in a good, workmanlike manner and in accordance with the Approval Requirements.

9. Security Deposit: Developer shall in addition to the Performance Guarantee, make a $5,000.00 security deposit to ensure compliance with the Subdivision Rules and Regulations. If the Security Deposit is applied to any violation, Developer shall upon demand, deposit amounts necessary to replenish the Security Deposit to $5,000.

10. Remedies of the Association: In the event Developer refuses, or fails to comply with this Agreement or the Approval Requirements, the Association may treat such breach as a violation of the Association's Governing Documents and may:

a) Notify the Developer of the Default and provide fifteen (15) days to cure the breach;

b) Exercise all rights it has under the Performance Guarantee;

c) Impose fines in accordance with the Association's Violation & Fine Policy and Construction Penalty Schedule as defined by the Amended Declaration ("Violation and Fine Policy") and deduct the amount of fines from the Security Deposit and Performance Guarantee;

d) Apply, enforce and collect the fines, remedies, liens, attorney's fees and costs set forth in the Violation and Fine Policy;

e) If the Developer's Performance Guarantee is insufficient to pay for the work necessary to correct the violation or complete the Common Area improvements, Association may apply the Developer's security deposit to pay for said work. In the event the Performance Guarantee and security deposit are insufficient to correct the violation or complete the improvements, Association shall levy a lien against the land described above for all expenses of any kind or nature incurred, including attorney fees, to correct the violation or default. The lien may then be foreclosed in the same manner that the Association can foreclose on liens for failure to pay homeowners association dues as provided in Article VI, Section J of the Amended Declaration and Supplemental Declarations and Amendments thereto; and

f) All other remedies reserved: Association retains all other rights and remedies provided for in the Governing Documents as defined in the Amended Declarations and in law and equity.

11. Indemnity: The Developer and its successors and assigns ("Indemnitor") shall indemnify, save, hold harmless and defend the Association, the Caughlin Ranch Architectural Control Committee their officers, directors, board members, employees, managers, attorneys, insurers, committees and related entities and persons ("Indemnitee"), free from any suit or cause of action, claim or demand, which may be brought or made against any Indemnitee by any third party arising from, or related to, the construction of the Subdivision improvements and Common Area, any injuries or damages sustained or received by any person, persons, or property on account of the operations of the Indemnitor, and Indemnitor's performance or non-performance of this Agreement ("Claims"). Indemnitor's defense obligation is separate from and independent of its indemnity obligation and shall apply regardless of Indemnitees active or passive negligence, fault, liability, or strict liability, or lack thereof, and regardless of whether Indemnitor, any Indemnitee, or some other party is ultimately found responsible for the asserted Claims. Indemnitor's defense obligations shall arise immediately upon written notice of such Claim being provided by Indemnitee to Indemnitor. Indemnitor's defense and indemnification obligations shall extend to all Claims arising before or after the completion of the Subdivision, shall survive the expiration or termination of this Agreement, and shall continue until any action against any Indemnitee is fully and finally barred by applicable laws.

12. Survivability: This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and on any future owners of the Subdivision. Developer shall continue to be liable to the Association for the performance of all terms and conditions of this agreement regardless of Developer's failure to continue work under this agreement or assignment of its rights to do such work and regardless of the status of

ownership of the Subdivision unless a new improvement agreement and new performance guarantee for the Subdivision has been presented to and accepted by the Association.

13. Costs and Attorney's Fees: Developer shall pay all attorney's and collection fees and costs incurred by the Association related to a violation, fine, construction penalty, Developer's failure to perform its obligations under this Agreement, or to defend any suit or claim, or liability resulting from or arising out of this Agreement. Such fees and costs shall be charged to and paid by the Developer in like manner as delinquent assessments to the full extent allowed by the Association's Governing Documents or by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CAUGHLIN RANCH
HOMEOWNERS ASSOCIATION

BY: _____
Name:
Title:

ADDRESS:
1070 Caughlin Crossing
Reno, Nevada 89519

DEVELOPER

BY: _____
Name:
Title:

ADDRESS:
_____
_____

State of Nevada)
ss:
County of Washoe)

This instrument was acknowledged before me on _____(date) by_____(name) as _____ (title) of Developer.

_____
NOTARY PUBLIC

State of Nevada)
ss:
County of Washoe)

This instrument was acknowledged before me on _____(date) by_____(name) as _____ (title) of the Caughlin Ranch Homeowners Association.

_____
NOTARY PUBLIC

EXHIBIT C

Subdivision Rules and Regulations

Effective: July 27, 2016
8 Pages

APN#:

When Recorded Return to:
Caughlin Ranch
Homeowner's Association
1070 Caughlin Crossing
Reno, NV 89519

SUBDIVISION RULES AND REGULATIONS

These Subdivision Rules and Regulations ("Rules") have been adopted by the Caughlin Ranch Architectural Control Committee ("Committee") and the Caughlin Ranch Home Owners Association, a Nevada Non-Profit Cooperative Corporation without stock (the "Association") effective as of July 27, 2016 pursuant to Section IV C.6. of the Amended Declaration of Protective Covenants, Conditions and Restrictions recorded as Document No. 4540950 on December 11, 2015 in the Official Records of Washoe County, Nevada ("Amended Declaration") and Article VIII Section 7 of the Second Restated Bylaws of the Association ("Bylaws"). These Rules are intended to supplement the Governing Documents as defined in the Amended Declaration, and any Supplemental Amended Declaration's applicable to the Property ("Governing Documents"). Capital words not otherwise defined in these Rules shall be defined as set forth in the Governing Documents.

These Rules are applicable to the subdivision property described on the attached Exhibit "A", the Deed to which the property was recorded _____, _____ as Document No. _____, in the office of the Recorder of Washoe County, State of Nevada ("Subdivision"). The improvements in the Subdivision are being constructed by _____, Nevada Contractors license number _____ ("Developer"). Developer is constructing new home improvements ("Improvements") on Lot ____ of _____ address _____ ("Property") as identified in the Final Map recorded _____ as Document No. _____ in the office of the Recorder of Washoe County, State of Nevada ("Final Map").

1. Submittal Guidelines. The submittal guidelines and requirements for Architectural Review for Residential and Non-Residential Project Plans adopted by the Committee and/or Board as it may exist from time to time ("Submittal Guidelines") are hereby incorporated herein by reference. Any Developer who has caused four (4) violation

notices to be issued within the Development in any twelve (12) consecutive month period may not act as a Developer for any new job within Caughlin Ranch for a period of one (1) year after completion of the job he was on when he received the 4th violation notice, and any submittal containing the name of such Developer during such period may be rejected by the Committee.

2. Strict Compliance with Plans. As a condition precedent to obtaining approval for constructing the Improvements, Developer acknowledges that the Improvements must be constructed in strict accordance with the Committee approved plans, conditions of approval, the Rules and Regulations of the Association as defined in the Amended Declaration, and in strict accordance with the Final Map and all conditions made a part of said approval by the governing authority, the governmental standards, building codes, and design requirements ("Approval"). The Developer shall follow the Approval without deviation, unless a variance is pre-approved in writing. In the event the Improvements are not constructed in conformance with the Approval, or the Governing Documents, the same shall constitute a violation of the Amended Declaration and these Rules, and may be enforced as such.

3. Construction Penalty Schedule.

   a. Commencement of Construction. The Improvements must be commenced within one (1) year of Approval by the Committee. Improvements not commenced in such time shall require a subsequent submittal, review, and further approval by the Committee.

   b. Completion of Construction. Construction of any Improvements, once commenced, shall be pursued diligently to completion, completed, and a permit necessary to occupy the Improvements if required to use the Improvements, shall be issued within the time required by the Committee in its Approval. Improvements not completed in such time, or upon which construction has ceased for thirty (30) consecutive days, or which have been partially or totally destroyed and not rebuilt within six (6) months, shall be deemed a violation of these Rules unless the Committee grants an extension in writing.

   c. Completion of Landscaping. Within eight (8) months of completion of a residence or eight (8) months after the close of escrow for a completed residence, the Property shall be completely landscaped consistent with approved landscape plans in a manner suitable to the character and quality of the Development, and equipped with a timed underground irrigation system. All landscaping shall be maintained to harmonize with and sustain the attractiveness of the Development and in accordance with the Rules & Regulations adopted by the Board.

4. Construction Penalty Schedule. The Association may impose and enforce a

construction penalty against the Developer for failure to adhere to the required schedules. The amount of the construction penalty will be the amount set forth in the Violation & Fine Policy and Construction Penalty Schedule as defined in the Amended Declaration at the time of the violation ("Violation & Fine Policy and Construction Penalty Schedule"). At the time these Rules were adopted, the construction penalty is $250 per violation, and $250 per week for each continuing violation, and may be increased by amending the Violation & Fine Policy and Construction Penalty Schedule ("Construction Penalties"). The Association may deduct the Construction Penalties from the Security Deposit set forth below, and charge the Construction Penalties as Developer obligation due to the Association, after the Developer receives notice of the Construction Penalties and is afforded an opportunity for a hearing on the Construction Penalties. Construction Penalties not satisfied by the Security Deposit, or paid by the Developer, shall become a lien on the property and may be foreclosed upon as set forth in the Governing Documents, Statute, the Association's Violation & Fine Policy and Construction Penalty Schedule.

5. Security Deposit. At the time Developer submits plans for approval of the Improvements, the Developer must provide a security deposit of $2,500 per Lot ("Security Deposit"), as security for the timely completion of the Improvements in strict compliance with Approval, the Governing Documents, and these Rules. The Developer authorizes the Association to use the Security Deposit to apply to any violation of these Rules or the Governing Documents and/or to complete the Improvements to the satisfaction of the Committee. If the Security Deposit is applied to any violation than Developer shall, upon demand, deposit amounts necessary to replenish the Security Deposit to $2,500. The Security Deposit will not be eligible to be returned to Developer until the Developer notifies the Association of completion of the Improvements.

6. Completion. The Developer shall provide the Committee with a certification that the Improvements comply with the Approval when the foundation is complete and again at the completion of the framing. The Committee shall have the right to inspect the work to verify the certification. When the Improvements have been completed in accordance with the Approval, including all landscape requirements, Developer shall notify the Association in writing and request the Association to inspect the Property within thirty (30) days of the notice. If the Improvements have been completed to the satisfaction of the Committee, the Association will return the Security Deposit to the Developer. If the Improvements have not been completed to the satisfaction of the Committee, the Association will notify the Developer and require the deficient items be complete within thirty (30) days. If the deficient items have been completed within thirty (30) days to the satisfaction of the Committee, the Association will return the Security Deposit to the Developer. If the Developer fails to complete the Improvements in strict accordance with the Approval to the satisfaction of the

Committee, or fails to timely cure the deficient items, the Association may treat such failures as a violation of the governing Documents and issue fines or Construction Penalties in accordance with the Violation & Fine Policy and Construction Penalty Schedule and use the Security Deposit to satisfy such fines or Construction Penalties.

7. Additional Construction Rules. In addition to the rules set forth in the Governing Documents, the following construction rules shall apply ("Additional Construction Rules"). The penalties for violating the Additional Construction Rules shall be the same as the construction penalties set forth in the Association's Violation & Fine Policy and Construction Penalty Schedule. Each notice of violation issued by the Association shall constitute a separate violation and fine or Construction Penalties.

   (a) Prior to the commencement of any work on the Improvements, the Developer shall rope off those areas not intended for actual construction or staging to protect the site and adjoining property from unnecessary damage to foliage and to reduce erosion and dust problems. Any required roping shall be completed prior to the commencement of construction.

   (b) The Committee may require the Developer to submit a storm water and erosion protection plan (SWPP) to control possible sedimentation travel to parks, greenbelts, streams, ponds or other Common Areas when in the sole opinion of the Committee it is deemed necessary. If requested, this plan will be submitted prior to any construction activity and carried out diligently. The Developer shall also be responsible for dust control on the Property during construction in conformance with applicable governmental approvals and codes.

   (c) The Developer must post a construction sign summarizing the Association's Rules in a conspicuous location on each Lot under construction which may be purchased from the Association for the sum of the actual cost per sign.

   (d) The Developer shall be responsible for maintaining the Property in such a manner as to prevent it from becoming unsightly, unsanitary or a hazard to health as determined by the Committee.

   (e) The Developer shall repair and reconstruct any improvement outside of the Property damaged during construction of the Improvements, including, but not limited to, the repair and reconstruction of a sidewalk, curb and gutter, trail constructed of concrete or asphalt, streets, paving stones, pavers or similar type materials, within seven (7) days of the occurrence of such damage.

(f) All vehicles associated with the Improvements (including employees and subcontractors' vehicles) shall be parked in designated areas or on the street where street parking is allowed. There shall be no parking on the pedestrian paths or the Association's Common Area.

(g) The Property shall be maintained in a neat and orderly condition with provisions for regular disposal of construction debris and approved sanitary facilities to the satisfaction of the Committee.

(h) There shall be no excessive noise on the site and radio volumes shall be kept low so as not to bother neighboring property owners. Appropriate radio volumes shall be determined solely by the Committee.

(i) Construction hours are Monday through Saturday, 7:00 a.m. to 6:00 p.m. only. There shall be no construction activity on Sunday.

(j) There shall be no pets on a construction site during construction.

(k) All signs during construction shall first be approved by the Committee and shall conform to the Governing Documents.

(l) Except for the temporary loading and unloading of heavy equipment, there shall be no trailers on any construction site, unless first approved in writing by the Committee. Any trailers otherwise allowed by the Committee must be well maintained and must be parked on the construction site in a location approved by the Committee.

(m)All construction materials shall be neatly and properly stored on the Property. No construction materials shall be dumped or stored on roadways, pathways, trails, greenbelts, open space or any Common Area.

(n) All excess fill material shall be removed from the Property prior to completion of the Improvements.

(o) All exposed metal finishing and trim and all exposed chimney metal, drains, etc., shall be painted to harmonize with the rest of the house. All plans shall show the color of such paint.

(p) Mailboxes must be approved by the Committee.

(q) An architectural designed chimney cap must be installed by the Developer on all chimneys to cover exposed metal spark arrestors. Both chimney cap and spark arrestor must be painted to harmonize with the rest of the house.

(r) All other rules listed within the Governing Documents applicable to the Improvements shall also apply.

8. Enforcement.

(a) In the event any Improvements shall be commenced without Committee approval, not constructed in strict conformance with Approval, or not in conformance with the Governing Documents, or these Rules are violated, the Association may treat such failures as a violation of the Governing Documents and issue fines and/or construction penalties in accordance with Association's Violation & Fine Policy and Construction Penalty Schedule. Fines and Construction Penalties may be collected in like manner as delinquent assessments and, until paid, shall constitute a lien on the Property in like manner as a delinquent assessment, and may be enforceable as such in accordance with the provisions of the Statute, the Governing Documents and the Association's Delinquent Assessment Collection Policy. Failure to pay any fine or Construction Penalties shall be deemed to be a continuing violation of the Rules and Regulations of the Association. All fees and costs incurred by the Committee or Association related to a violation, fine or Construction Penalties, including, without limitation, attorneys' fees and costs, shall be charged to and paid by the Developer in like manner as delinquent assessments to the full extent allowed by the Statute, the Association's Violation & Fine Policy and Construction Penalty Schedule, or the Governing Documents.

(b) The Association may, but is not required to, complete the Improvements to the satisfaction of the Committee if the Developer fails to do so after notice and an opportunity for a hearing has taken place in accordance with the Association's Violation & Fine Policy and Construction Penalty Schedule. The Association may, through its employees or a licensed contractor, undertake to remedy the violation and charge the actual and reasonable costs thereof (including any penalties as above provided), first against the Security Deposit, and collection of the balance of such costs against the Developer in like manner as a delinquent assessment, and may be enforceable as such in accordance with the provisions of the Statute, the Governing Documents and the Association's Delinquent Assessment Collection Policy. Neither the Association, the Committee, nor any of their agents, employees or contractors shall be liable for any damage which may result from any work performed or not performed to complete the Improvements.

9. Effective date: These Rules are effective as of July 27, 2016 ("Effective Date") and apply to all Developers who receive Approval for subdivision maps, improvements

plans, landscape plans, house plans or other building plans after that date, and all Developers who sign these Rules after the Effective Date even though Approval for subdivision maps, improvements plans, landscape plans, house plans or other building plans were approved prior to the Effective Date.

10. No Waiver of Other Remedies: These Rules supplement and do not limit or prevent the Association or Committee from exercising any other right or remedy they have in law or equity, or under the Governing Documents.

11. Indemnity: The Developer and its successors and assigns ("Indemnitor") shall indemnify, save, hold harmless and defend the Association, their officers, directors, board members, employees, managers, attorneys, insurers, committees and related entities and persons ("Indemnitee"), free from any suit or cause of action, claim or demand, which may be brought or made against any Indemnitee by any third party arising from the construction of the Improvements, and any injuries or damages sustained or received by any person, persons, or property on account of the Indemnitor's compliance or non-compliance with these Rules (collectively "Indemnitor's Obligations") with respect to: (1) a Claim which arises prior to substantial completion of the applicable Improvement in accordance with NRS 11.2055; or (2) a Claim which arises subsequent to substantial completion of the applicable Improvement in accordance with NRS 11.2055 unless such Claim is determined by a final order of a court of competent jurisdiction to be barred by the Statute of Repose set forth in NRS 11.202 or by any other applicable statute of limitation or repose, in which case Indemnitor's Obligations shall be limited to reimbursing Association's attorney's fees and costs incurred prior to such determination.

12. Survivability: Developer acknowledges that the Approval and these Rules are covenants running with the Property and are binding on the Developer's clients, heirs, executors, administrators, successors, assigns and grantees and any future Developers of the Property. Developer shall continue to be liable to the Association for the compliance with these Rules regardless of Developer's failure to continue work or assignment of its rights to do such work on the Property.

13. Costs and Attorney's Fees: Developer shall pay all attorney's and collection fees and costs incurred by the Association related to a violation, fine, Construction Penalties, Developer's failure to follow these Rules, or to defend any suit or claim, or liability resulting from or arising out of such allegation.

CAUGHLIN RANCH ARCHITECTURAL
CONTROL COMMITTEE

By:_____
Director

I hereby certify that I have read the above Rules, that I understand them, and that I will comply with them.

DEVELOPER

_____ Date _____
By: (name)_____
Its: (title) _____
Contractor's License #_____

State of Nevada)
ss:
County of Washoe)

This instrument was acknowledged before me on _____(date) by_____(name) as _____ (title) of Developer.

_____
NOTARY PUBLIC

State of Nevada)
ss:
County of Washoe)

This instrument was acknowledged before me on _____(date) by_____(name) as _____ (title) of the Caughlin Ranch Homeowners Association.

_____
NOTARY PUBLIC

EXHIBIT D

Choosing the Right Plants

University of Nevada Cooperative Extension

This publication was adopted by reference by the Caughlin Ranch Board of Directors. The entire 60-page document is posted on the CRHA website at: www.caughlinhoa.com.

Owners may replace any plant or shrub (trees excluded) on the "Avoid these plants" list with any of the Flowers, Ground Covers & Conservation Grasses, or Shrubs listed in the publication.

The removal and/or planting of trees requires prior written approval from the ACC.

This publication is a highly recommended reference for new landscape installs and redesigns.

Requests to install any plant, shrub or tree on the "Avoid these plants" list will be denied.

Choosing the *Right* Plants

FOR NORTHERN NEVADA'S HIGH FIRE HAZARD AREAS









EB-07-01

University of Nevada
Cooperative Extension

EXHIBIT E

Recommended List of Trees

Truckee Meadows Community Forestry Coalition

3 Pages

tracker meadows
COMMUNITY
FORESTRY
COALITION

WATER EFFICIENT LANDSCAPE GUIDE

RECOMMENDED LIST OF TREES

Class I

Common Name	Latin Name
Fruiting Apple Tree	*Malus domestica*
Golden Chain Tree	*Laburnum watereri*
Japanese maple and cultivars	*Acer palmatum*
Magnolia	*Magnolia species*
Mountain alder	*Alnus tenufolia*
Mountain Ash	*Sorbus species*
Pinon Pine	*Pinus edulis*
Singleseed Juniper	*Juniperus monosperma*
Tree Juniper	*Juniperus species*

Class II

Common Name	Latin Name
Arborvitae	*Thuja occidentalis*
Ash	*Fraxinus species*
Blue Atlas Cedar	*Cedrus atlantica glauca*
Chinese elm	*Ulmus parvifolia*
Common hackberry	*Celtis occidentalis*
Common Persimmon	*Dispyros kaki*
Honeylocust	*Gleditsia triacanthos inermis*
Japanese Pagoda Tree	*Sophora japonica*
Maackia	*Maackia amurensis*
Maidenhair Tree	*Ginkgo biloba*
Mulberry	*Morus alba*
Osage Orange	*Maclura pomifera*
River Birch	*Betula nigra*
Rocky mountain maple	*Acer glabrum*
Tupelo or Sour Gum	*Nyssa sylvatica*

Class III

Common Name	Latin Name
Arizona Cypress	*Cupressus glabra*
Black Walnut	*Juglans nigra*
Catalpa	*Catalpa species*
Common Horsechestnut	*Aesculus hippocastanum*
Dawn Redwood	*Metasequoia glytostroboides*
Dawyck Purple Beech	*Fagus sylvatica 'Dawyck Purple'*
English Walnut	*Juglans regia*
European Beech	*Fagus sylvatica*
Giant Redwood	*Sequoiadendron giganteum*
Incense Cedar	*Calocedrus decurrens*
Kentucky Coffeetree	*Gymnocladus dioicus*
Linden	*Tilia species*
Locust	*Robinia species*
London Planetree	*Platanus x acerifolia (hybrida)*
Oak	*Quercus species*
Pine	*Pinus species*
Shagbark hickory	*Carya ovata*
Silver maple	*Acer saccharinum*
Spanish Fir	*Abies pinsapo*
Spruce	*Picea species*
Sycamore	*Platanus acerifolia*
Tulip Tree	*Liriodendron tulipfera*
White alder	*Alnus rhombifolia*
White Fir	*Abies concolor*
Zelkova	*Zelkova serrata*

Street

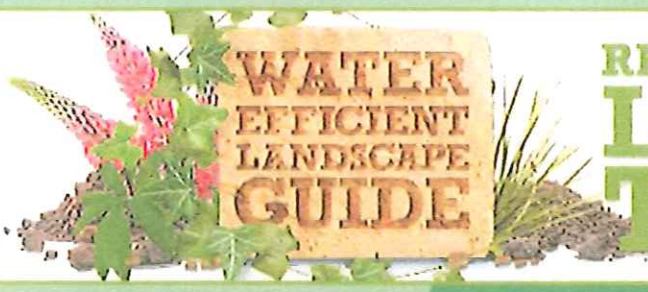
Common Name	Latin Name
Amur Cork Tree	*Phellodendron amurense*
Amur Maple	*Acer ginnala*
Catalpa	*Catalpa species*
Chinese Pistache	*Pistacia chinensis*
Columnar Norway maple	*Acer platanoides 'Columnar'*
Crabapple	*Malus hybirds*
Crimson Sentry Norway maple	*Acer platanoides 'Crimson Sentry'*
Eastern redbud	*Cercis canadensis*
Flowering dogwood	*Cornus florida*
Golden Rain Tree	*Koelreuteria paniculata*
Hawthorn	*Crataegus species*
Honeylocust	*Gleditsia triacanthos inermis*
Hornbeam	*Carpinus betulus*
Japanese Lilac Tree	*Continus coggygria*
Maidenhair Tree	*Ginkgo biloba*
Norway Maple	*Acer platanoides*
Pear	*Pyrus Species*
Plum or Cherry	*Prunus species*
Raywood ash	*Fraxinus oxycarpa*
Red Sunset maple	*Acer rubrum*
Redpointe maple	*Acer rubrum x saccharinum*
Smoke Tree	*Cotinus coggygria*
Trident maple	*Acer buergeranum*
Turkish filbert	*Corylus colurna*

Sidewalk

Common Name	Latin Name
Columnar Norway maple	*Acer platanoides 'Columnar'*
Crimson Sentry Norway maple	*Acer platanoides 'Crimson Sentry'*
Hornbeam	*Carpinus betulus*
Pear	*Pyrus Species*

www.tmwalandscapeguide.com

truckee meadows
COMMUNITY
FORESTRY
COALITION



RECOMMENDED LIST OF TREES

This list indicates size classes determined by each tree's trunk size, crown spread, and growing space requirements at maturity. After evaluating the space, refer to this information when choosing a tree.

Class I – Small trees that grow to less than 30 feet. Good to plant in areas under power lines or areas with limited space.

Class II – Medium-sized trees reaching heights of 30 to 50 feet at maturity. Trunk diameters are moderate. Trees are predominately planted for shade and general landscape uses.

Class III – Large growing, long-lived trees reaching heights over 50 feet. May reach over 60 feet in spread. Need ample room to grow.

Street – Includes trees appropriate for placement in planting strips. Trunk diameter of tree at maturity determines the required width of the planting strip. Class I Street Trees requires that the planting strip be a minimum of five feet between the curb and sidewalk. Class II Street Trees requires seven to 10 feet. Class III requires planting strip widths greater than 10 feet wide. These guidelines are set in place to avoid future root conflicts with curbs, gutters and sidewalks.

Sidewalk – Includes trees suggested for streetscapes and planting in constructed "Tree Wells." Tree Wells for the City of Reno are a standard 5 foot by 5 foot cut-out in the sidewalk with installed tree grates and upright tree guards. Trees in this section are chosen because of their up-right/ columnar growth habit, which minimizes limbs obstructing pedestrian and vehicular movement.

Approved street trees for planting within the public right-of-way – Trees referenced as Street Trees from this list are approved for planting within the **City of Reno** rights-of way. Many of these trees are also included in the **City of Sparks** Urban Forester's List of Recommended Tree Species. Permits are required for any trees to be planted within the public rights-of-way in Reno. The City of Sparks and **Washoe County** also require approval for any improvements within their designated public rights-of way.

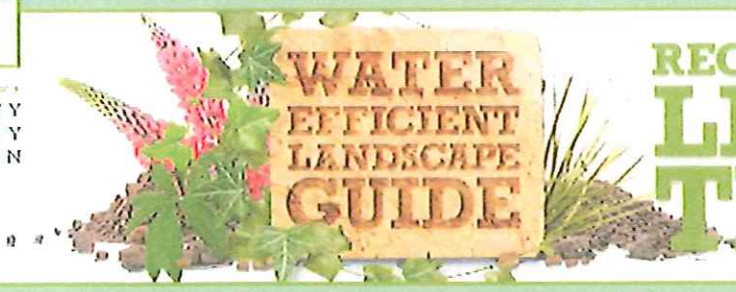
Trees prohibited from planting within public rights-of-way – Some trees are prohibited from public rights-of-way because they have characteristics that create hazards. They may be weak-wooded trees that are prone to breakage, produce fruit or seeds that make sidewalks dangerous, or have invasive root systems that damage concrete and underground utilities.

TRUCKEE MEADOWS WATER

Truckee Meadows Water Authority is a not-for-profit, community-owned water utility, overseen by elected officials and citizen appointees from Reno, Sparks, and Washoe County

www.tmwalandscapeguide.com

truckee meadows
COMMUNITY
FORESTRY
COALITION



RECOMMENDED LIST OF TREES

Truckee Meadows Community Forestry Coalition's (TMCFC) mission is to enhance the protection and preservation of our region's community forest, including both public and privately owned trees through education, demonstration, research, conservation and the development of a community forest management plan.

Goals of the Forestry Coalition

- Public education and awareness of the value and benefits of our community forest
- Provide information on tree care and irrigation practices
- Training (workshops, seminars, etc.) in tree care practices
- Promote climate-appropriate landscapes
- Foster a broad sense of ownership and community responsibility for the community forest, both public and private
- Promote programs that recognize the public benefits of privately-owned trees

Right Tree, Right Place

Proper tree selection begins with choosing trees that are compatible with our climate and that will fit the space where they will be planted. Choosing the right tree ensures the long term health of that tree and of our region's community forest. There are many factors to consider when selecting the right tree for a particular place including: soil type, drainage, available space, location of above- and below-ground utilities, mature height and spread, tree form, drought resistance, insect and disease resistance, as well as seasonal color. This tree list is your guide to choosing the right tree for the right place.

If a tree you're interested in is not listed in this guide, e-mail **Truckee Meadows Community Forestry Coalition** at **AskAnArborist@communityforestry.org** or check with your local nursery or arborist to get more information. This guide represents only a selection of trees that grow well in this area. However, some trees are not recommended for planting in residential areas as they have invasive roots, weak wood, insect problems or high water usage.

Resources

Truckee Meadows Community Forestry Coalition
www.communityforestry.org

Truckee Meadows Water Authority (TMWA)
www.tmwa.com

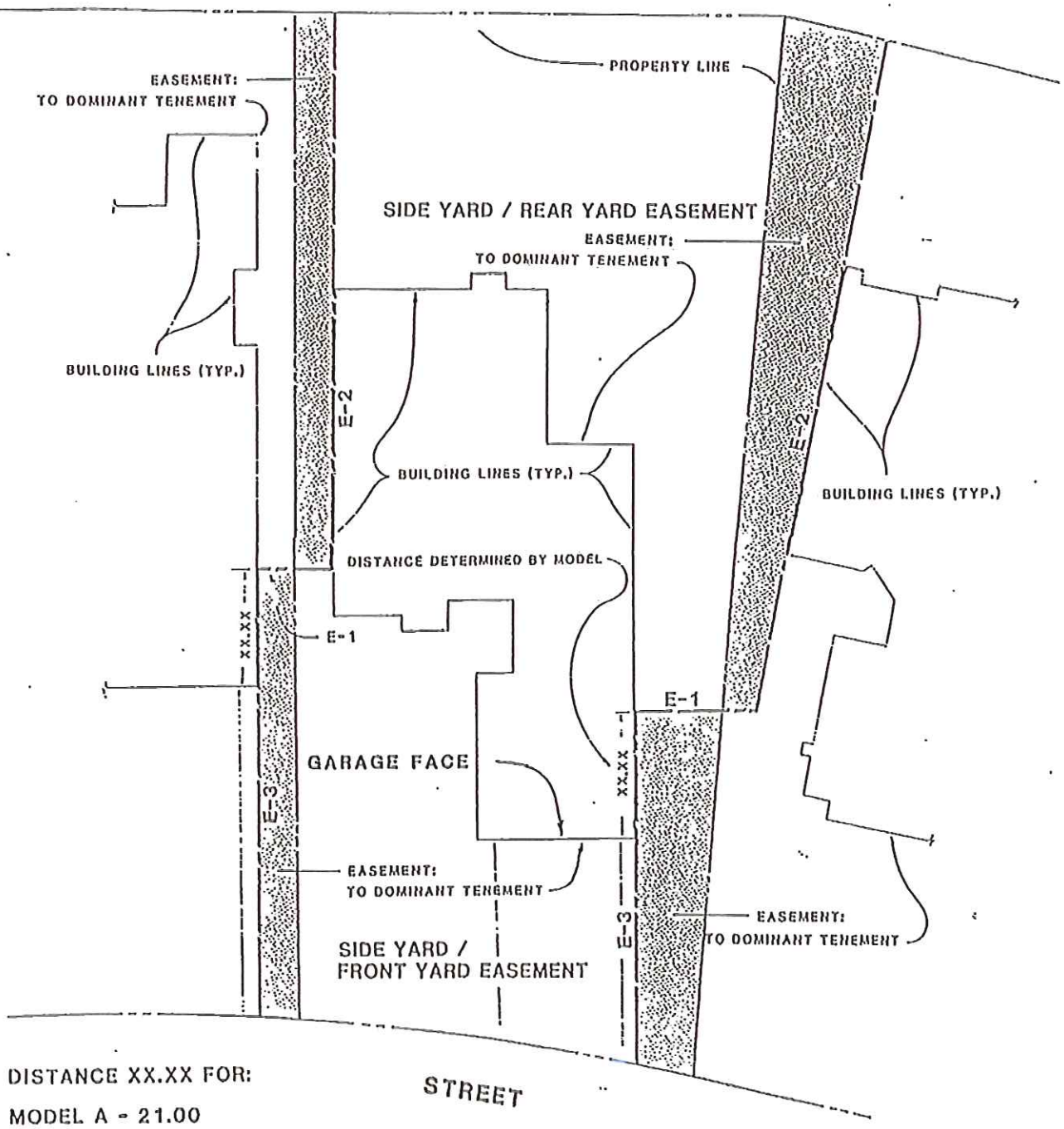
TMWA's Water-Efficient Landscape Guide
www.tmwalandscapeguide.com

EXHIBIT F

Alum Creek

4 Pages

P 329PG0892



DISTANCE XX.XX FOR:

MODEL A - 21.00
MODEL B - 15.00
MODEL C - 13.83
MODEL D - 16.00

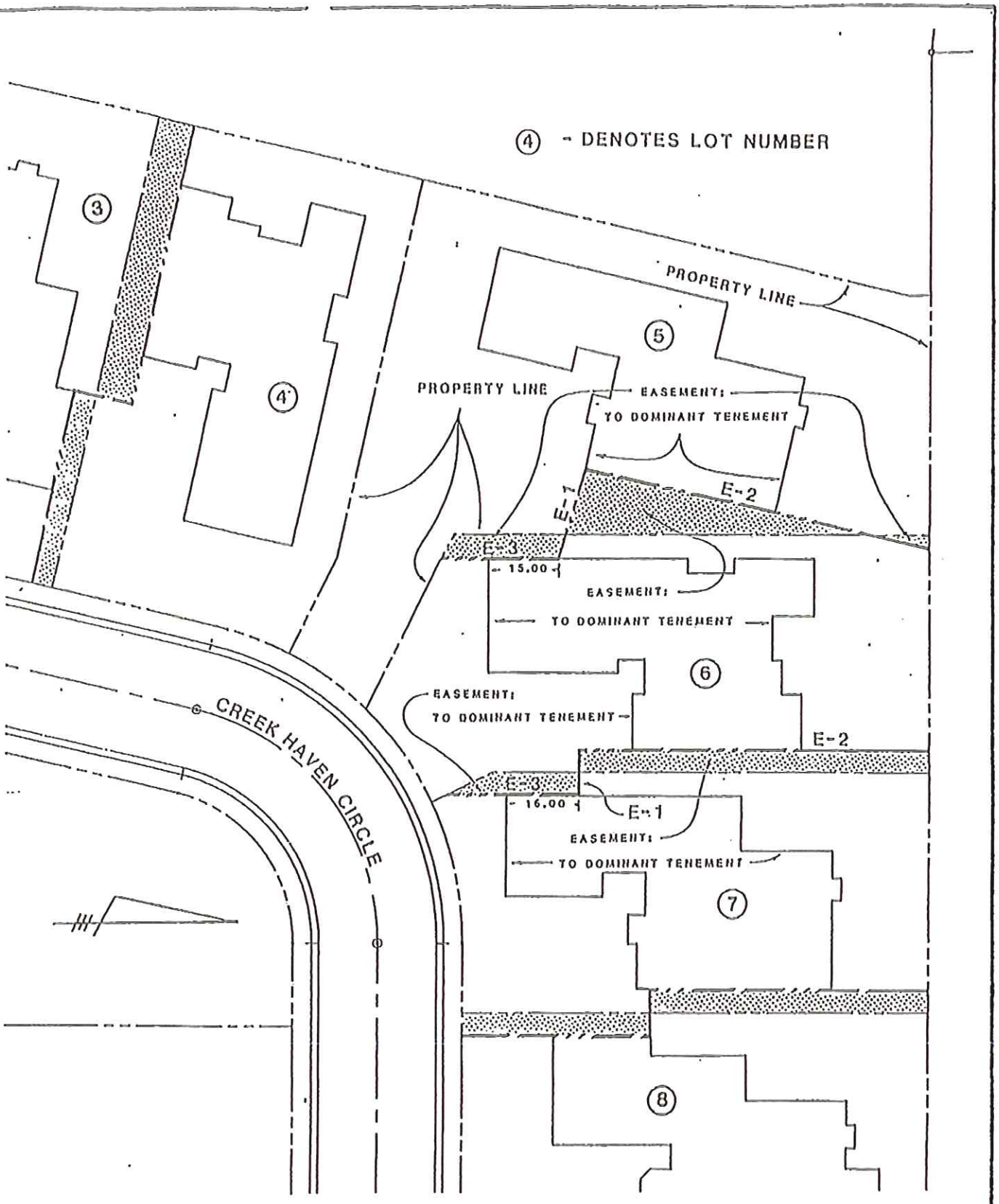
ALUM CREEK PATIO HOMES PHASE 1

EXHIBIT "A"

TYPICAL SIDE YARD EASEMENTS

omni·means

figure 1

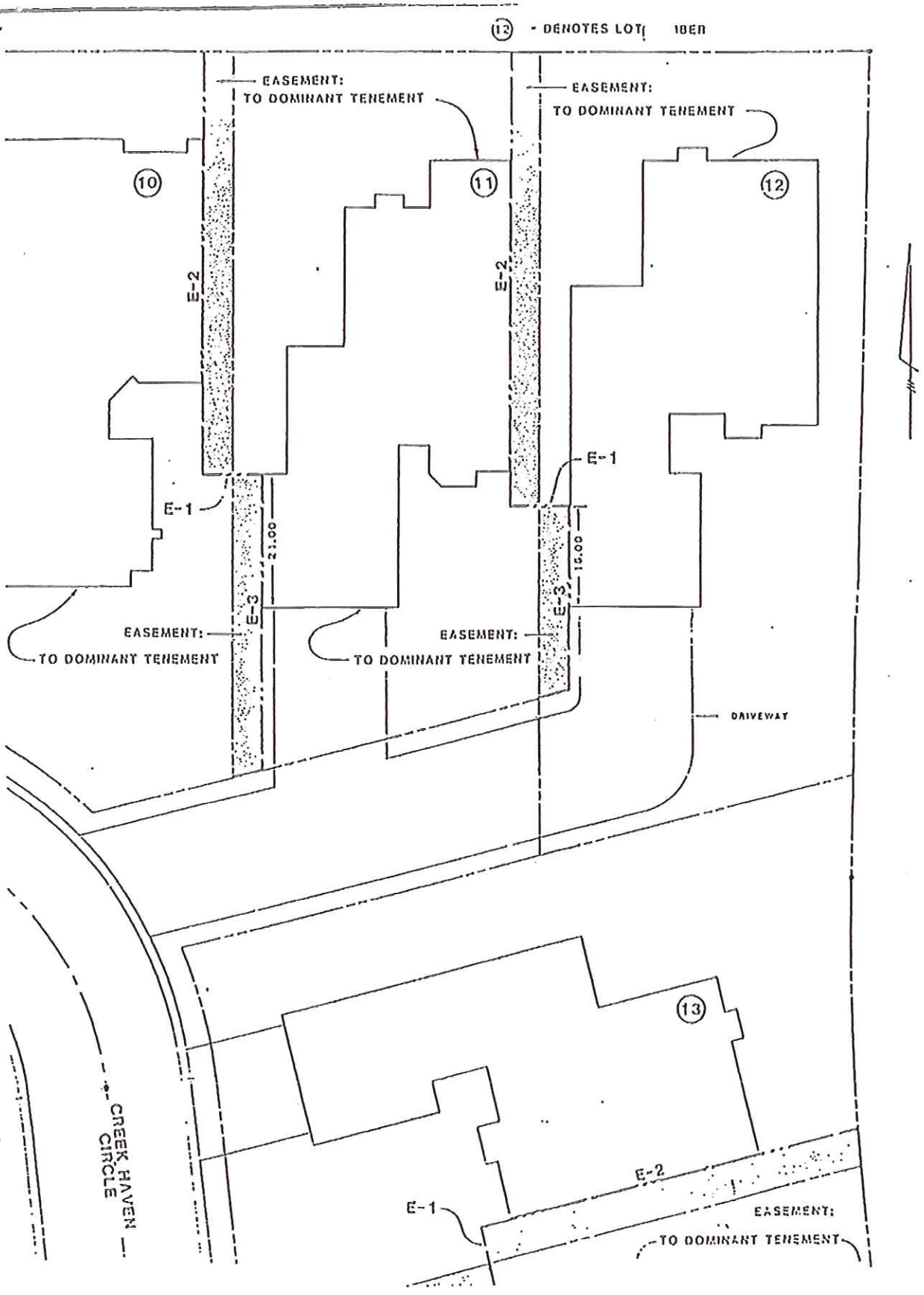


ALUM CREEK PATIO HOMES PHASE 1

EXHIBIT 'A' EXCEPTIONS: LOTS 4,5,6 &7 BLOCK B

omni·means

figure 2

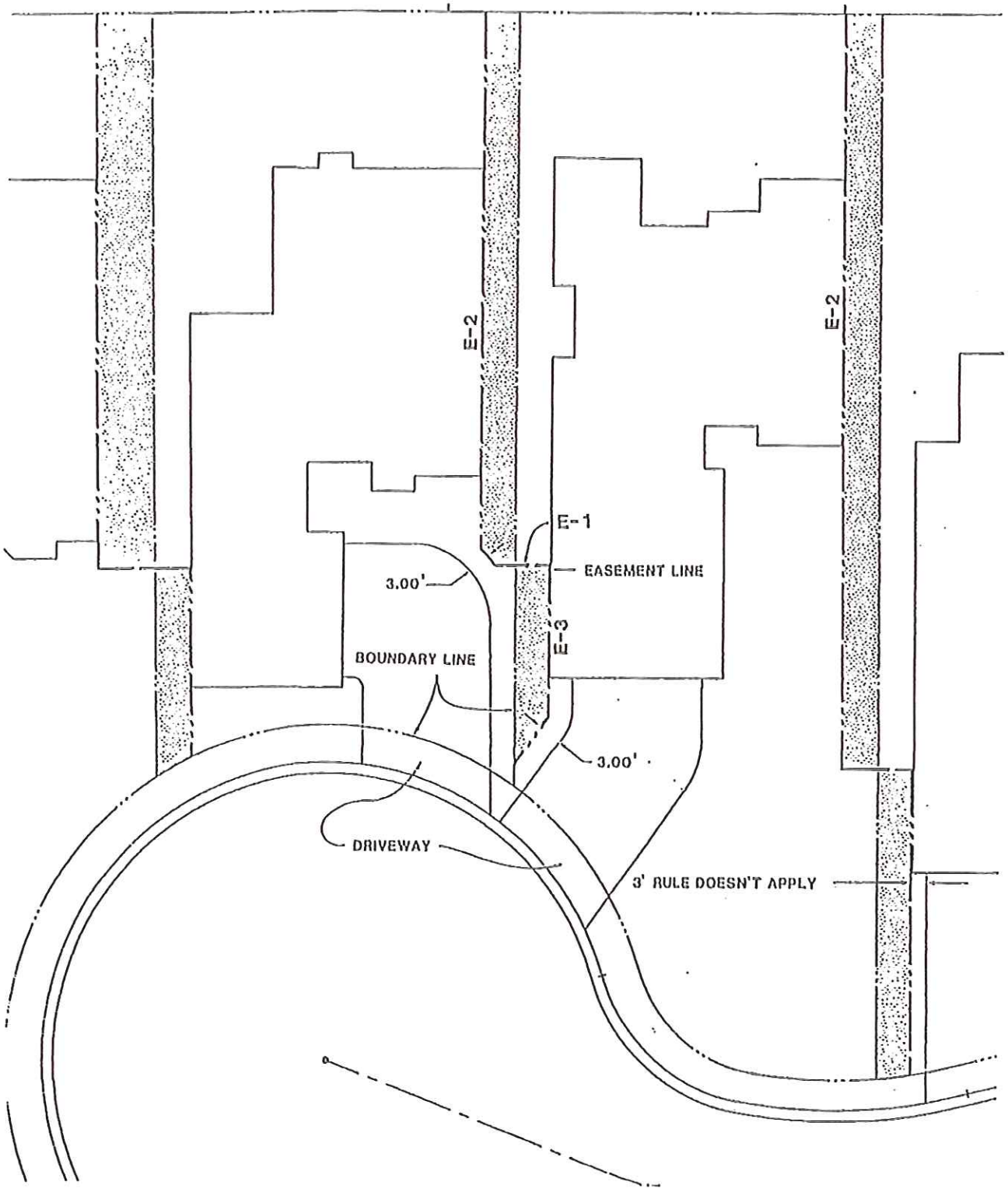


ALUM CREEK PATIO HOMES PHASE 1

EXHIBIT "A" EXCEPTIONS: LOTS 10, 11, 12 AND 13 BLOCK B

omni·means

figure 3



ALUM CREEK PATIO HOMES PHASE 1

EXHIBIT "A"

EXAMPLE OF SPECIAL TREATMENT FOR DRIVEWAYS

omni·means

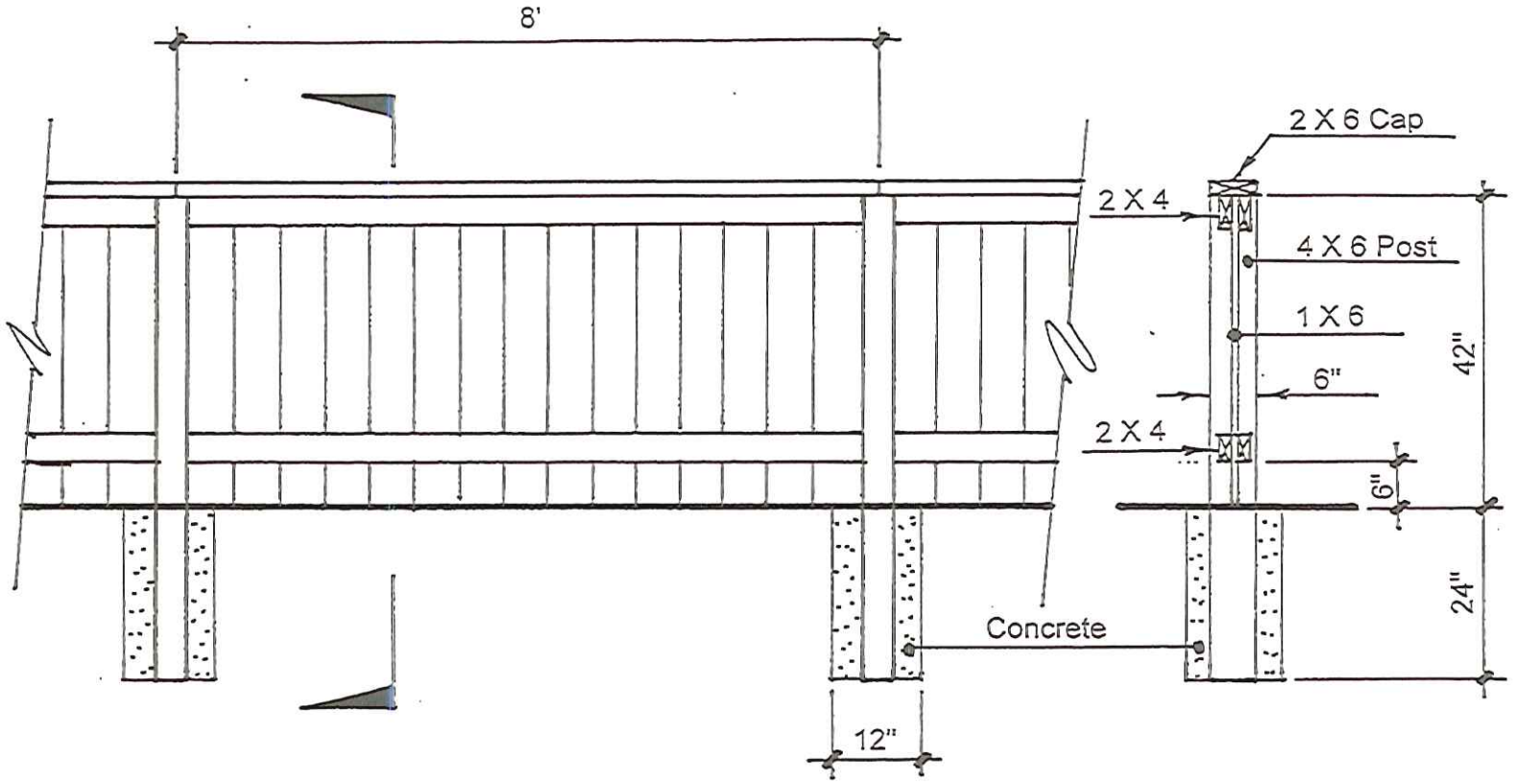
figure 4

EXHIBIT G

Castle Ridge
Units 1 and 2

2 Pages

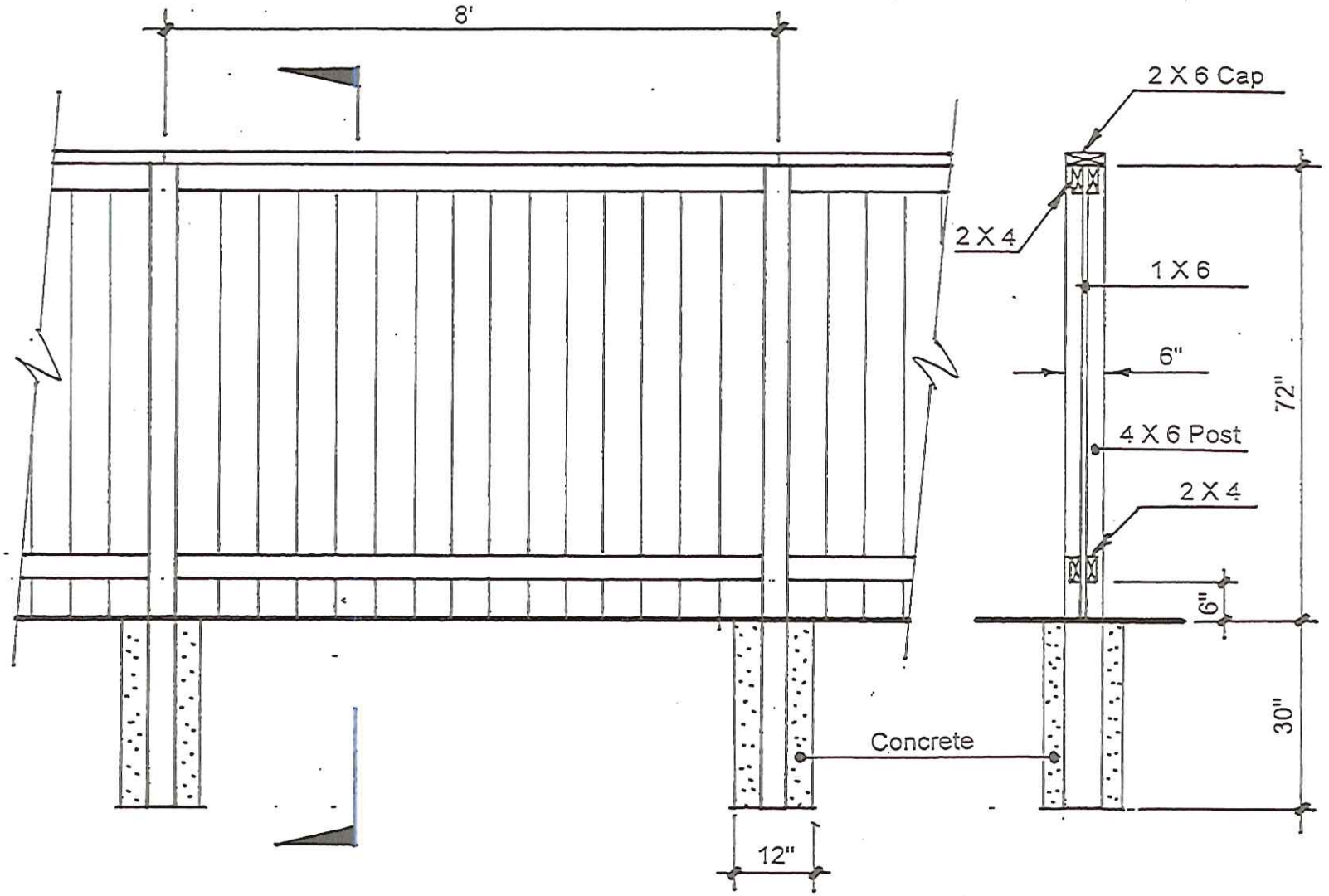
Exhibit "D"



Note: 1. All fencing material shall be redwood.
2. All fences shall be stained one common color to be determined by the Declarant and approved by the ACC.

Castle Ridge 42" High Fence Detail

Castle Ridge 72" High Fence Detail



Note: 1. All fencing material shall be redwood.

2. All fences shall be stained one common color to be determined by the Declarant and approved by the ACC.

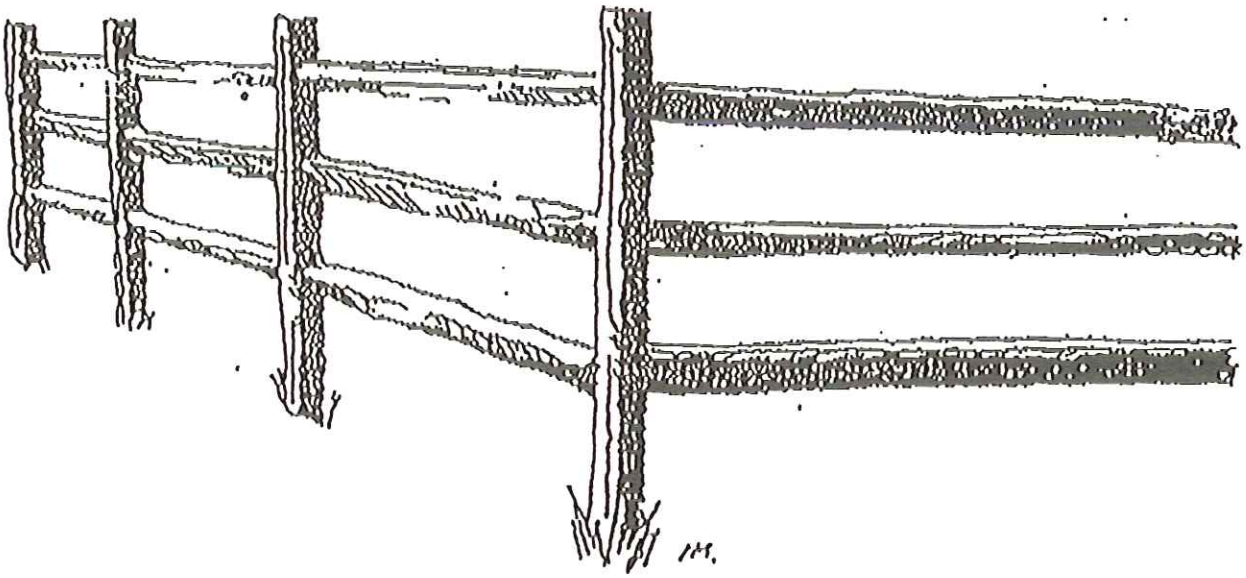
Exhibit "C"

EXHIBIT H

Castle Ridge
Unit 3; Mountainshyre

1 Page

EXHIBIT "C"
Three-Rail Split Cedar Rail Fence



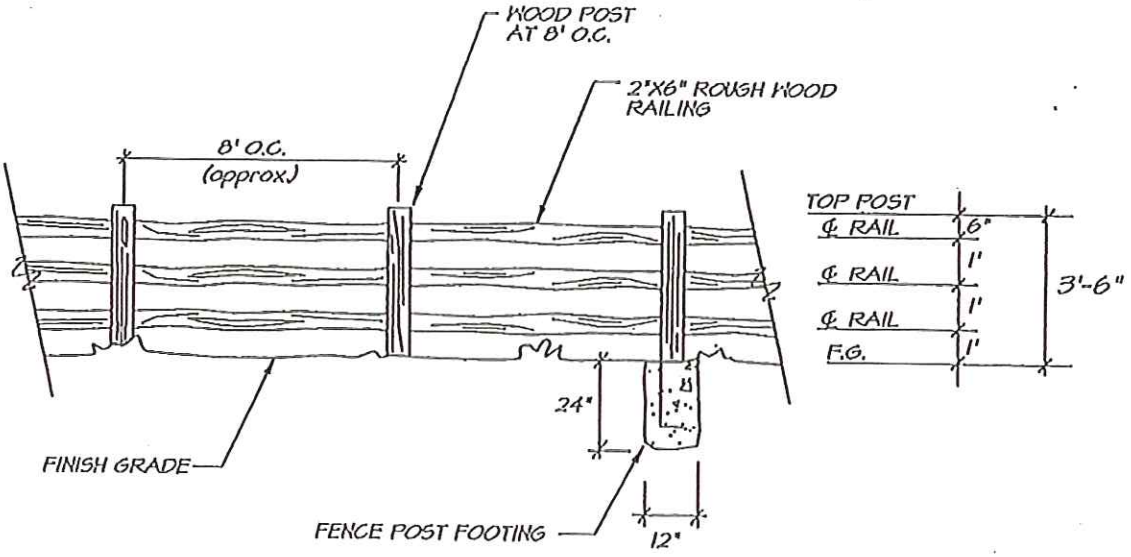
NOTE: 2" by 4" woven wire mesh may be attached to the lot side of the fence if required for control of children and animals.

EXHIBIT I

Castle Ridge
Units 4 thru 7

8 Pages

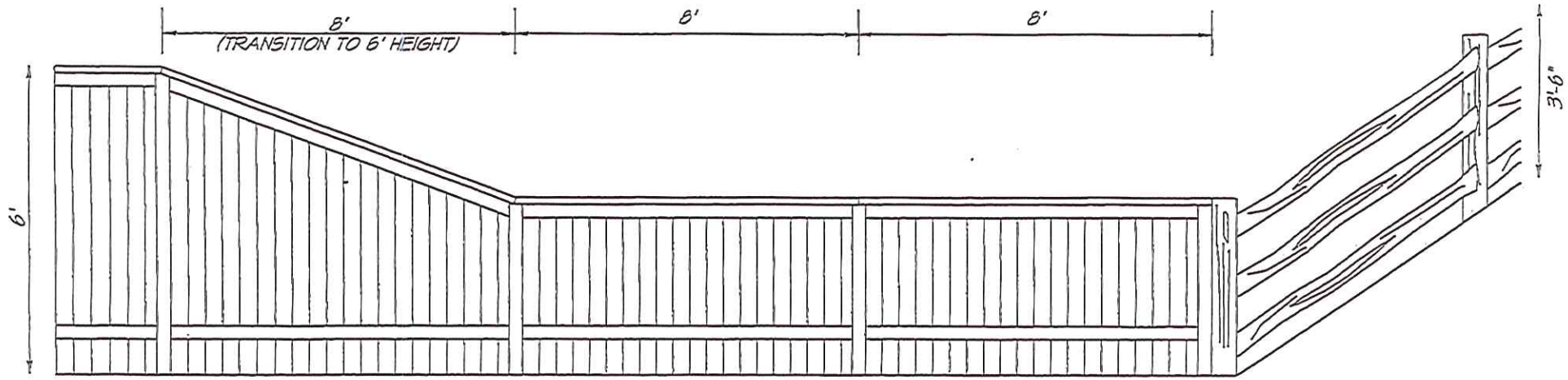
EXHIBIT "D"
42" FENCE GUIDELINES



3 RAIL FENCE DETAIL

N.T.S.

2492282
10/19/2000
28 of 29

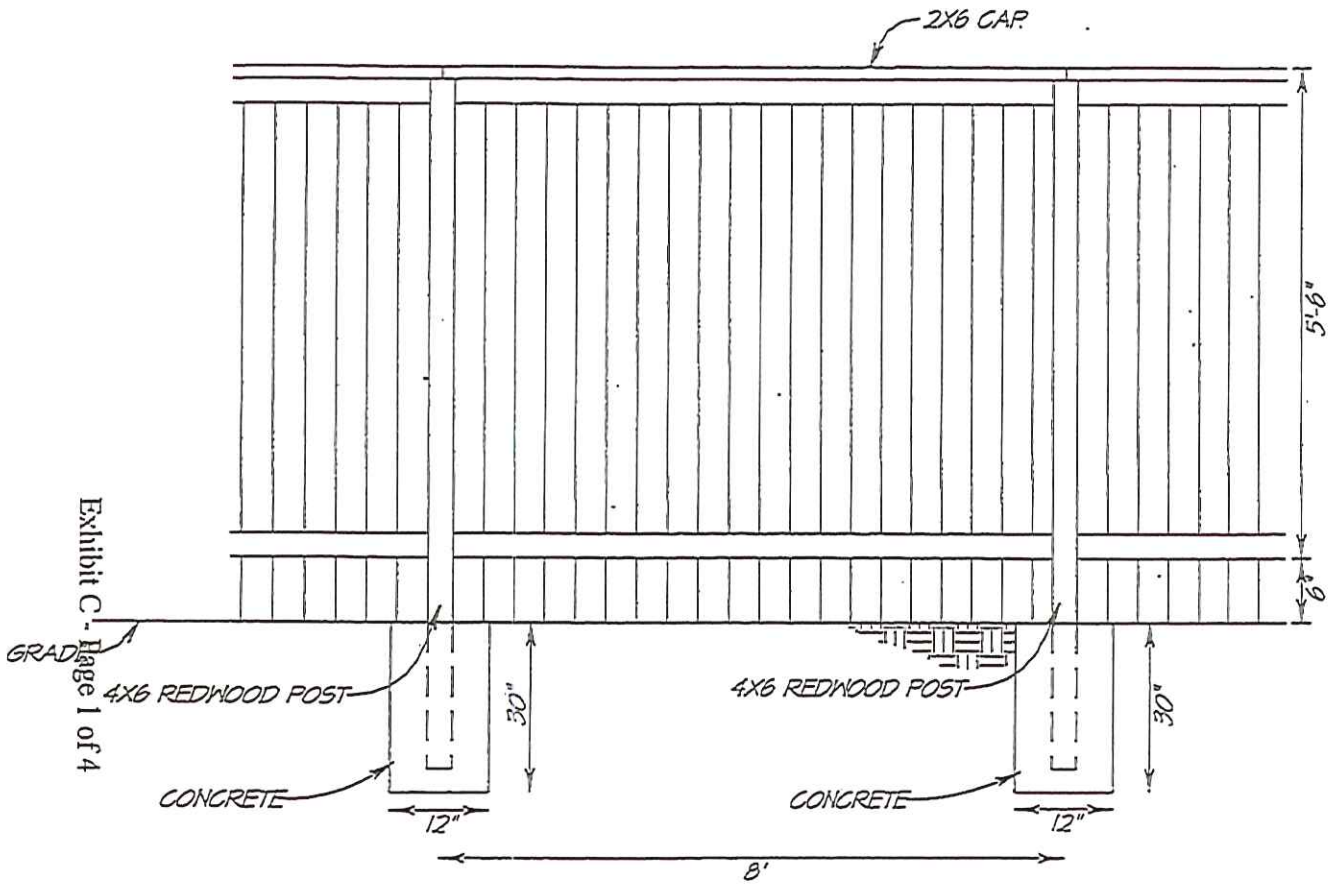


3-RAIL FENCE/ PRIVACY FENCE
INTERFACE DETAIL

N.T.S.

2497036
06/22/2000
29 of 29

(ALL PRIVACY FENCE TO BE PAINTED OLYMPIC "SANDSTONE")



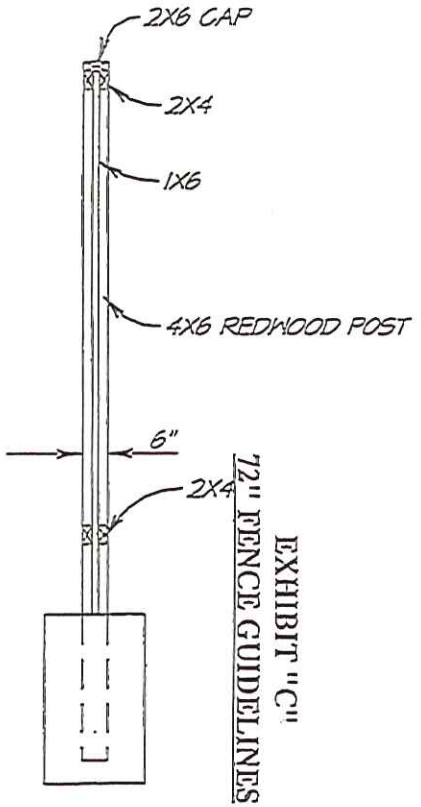


EXHIBIT "C"
72" FENCE GUIDELINES

6' PRIVACY FENCE DETAIL

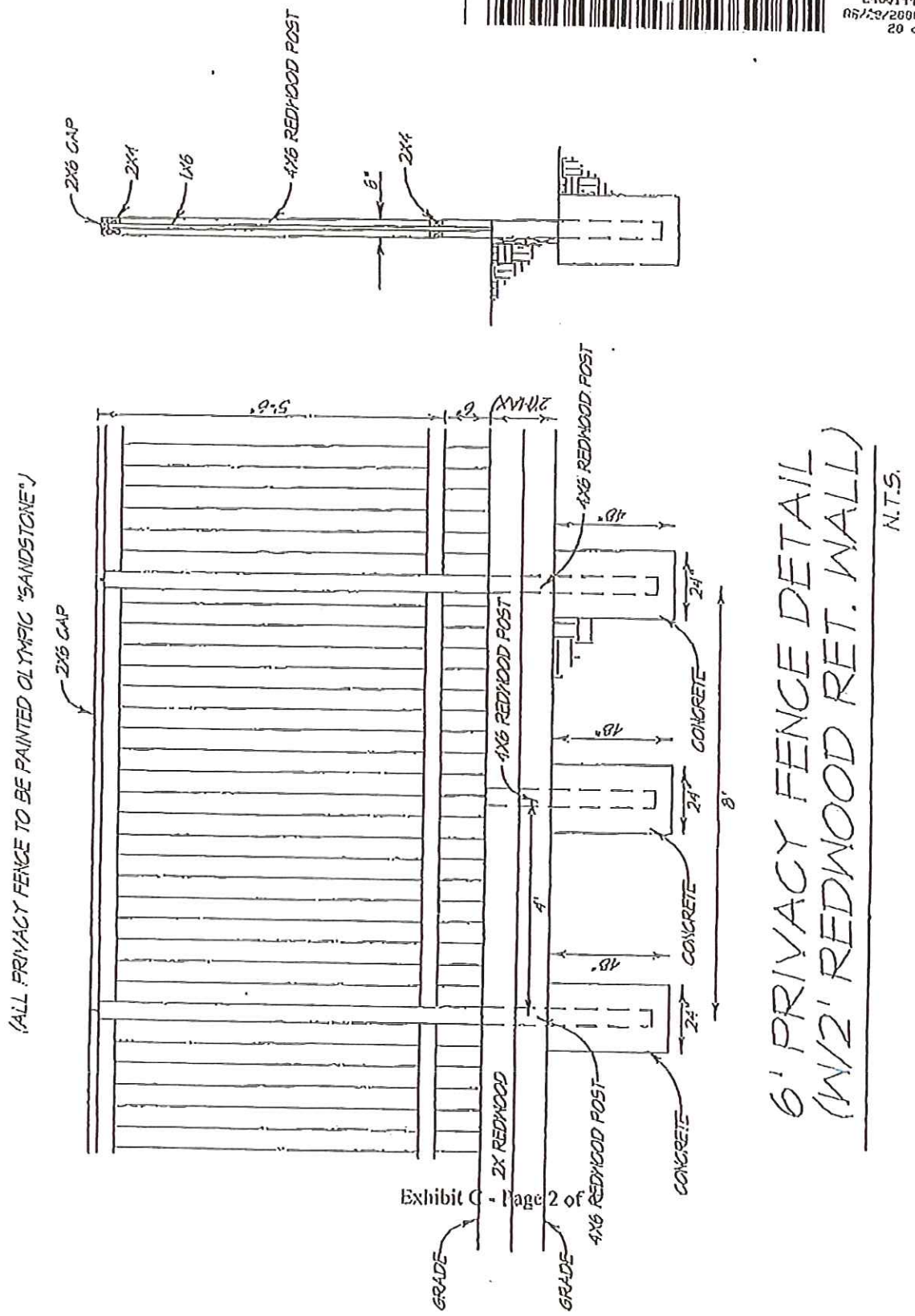
N.T.S.

Exhibit C - Page 1 of 4

2492282
10/19/2006
23 of 29

2457838
06/22/2006
23 of 29

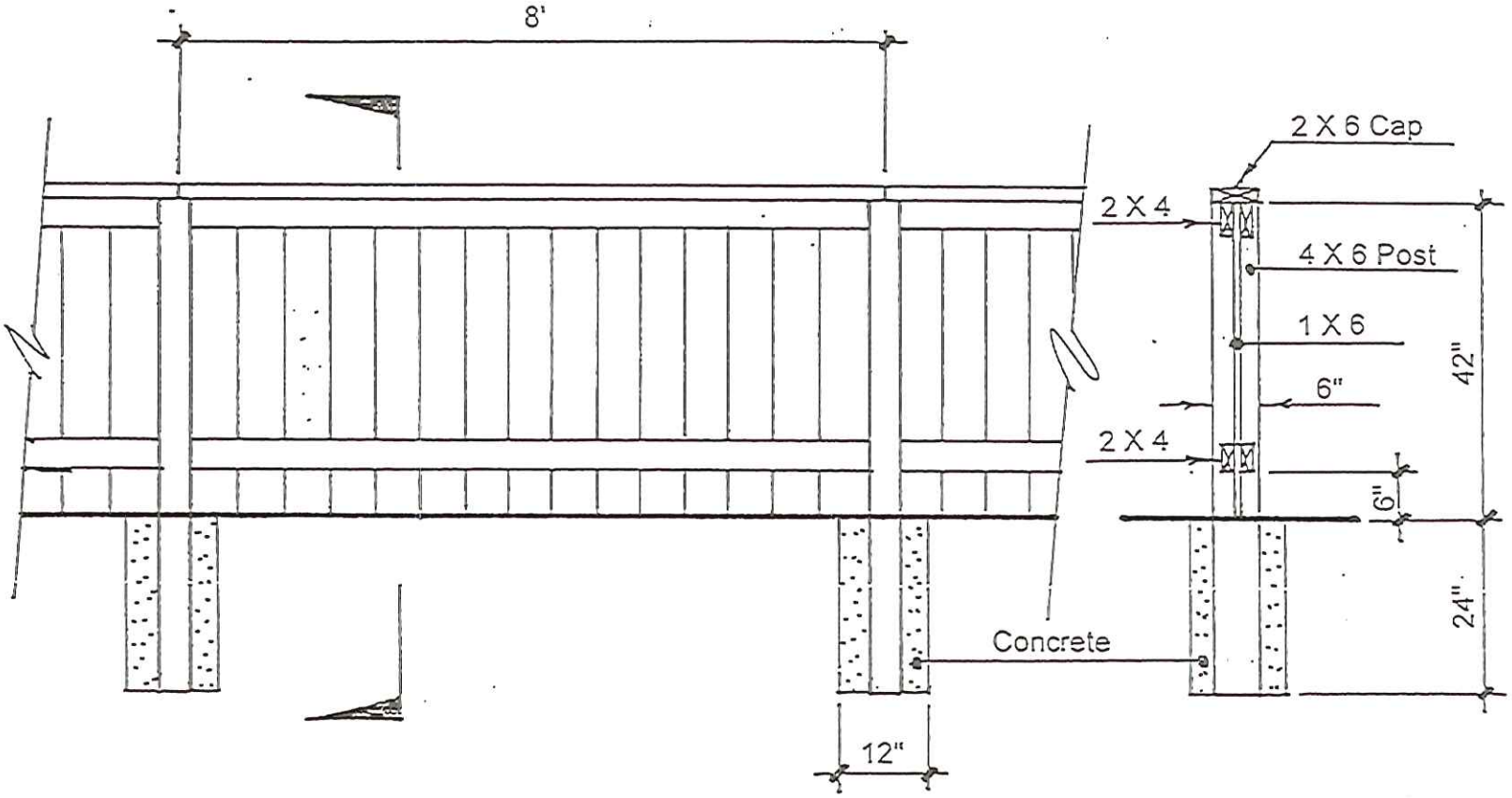
2460144
05/23/2000
20 of 24



6' PRIVACY FENCE DETAIL
(W/2' REDWOOD RET. WALL)
N.T.S.

2625575
12/06/2001
20 of 25

Description: Washoe,NV Document-DocID 2625575 Page: 20 of 25
der: kj4 Comment:



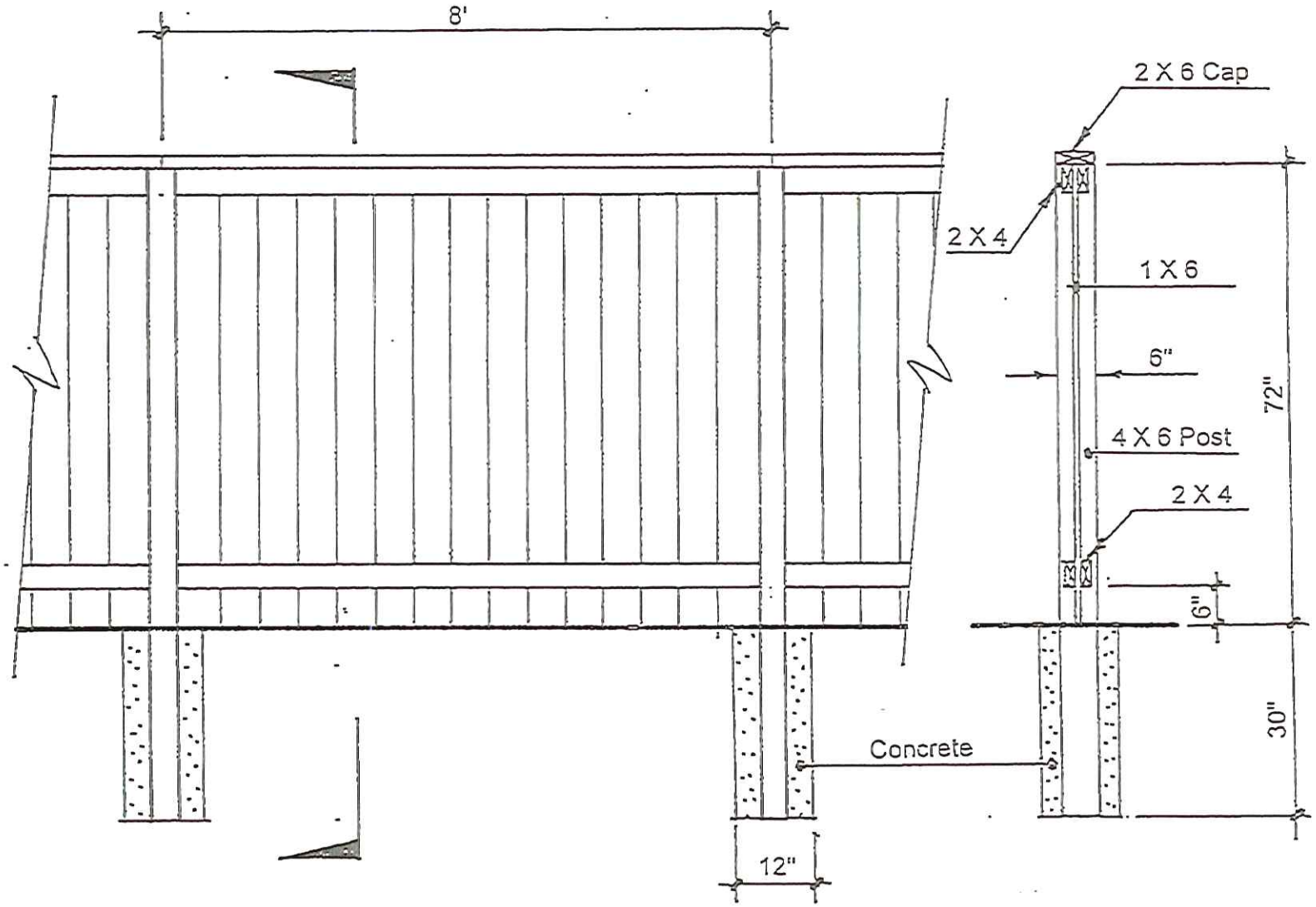
Note: 1. All fencing material shall be redwood.

2. All fences shall be stained one common color to be determined by the Declarant and approved by the ACC.

Castle Ridge 42" High Fence Detail

Exhibit "D"

Castle Ridge 72" High Fence Detail

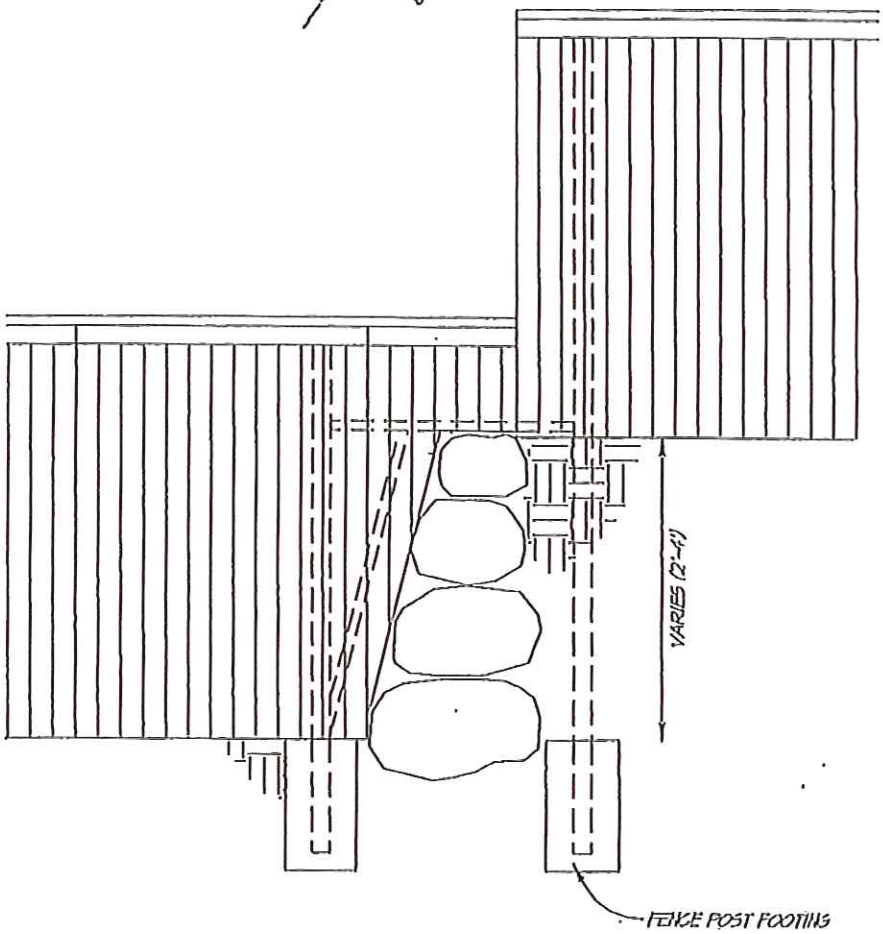


Note: 1. All fencing material shall be redwood.

2. All fences shall be stained one common color to be determined by the Declarant and approved by the ACC.

Exhibit "C"

2457836
05/22/2000
25 of 29

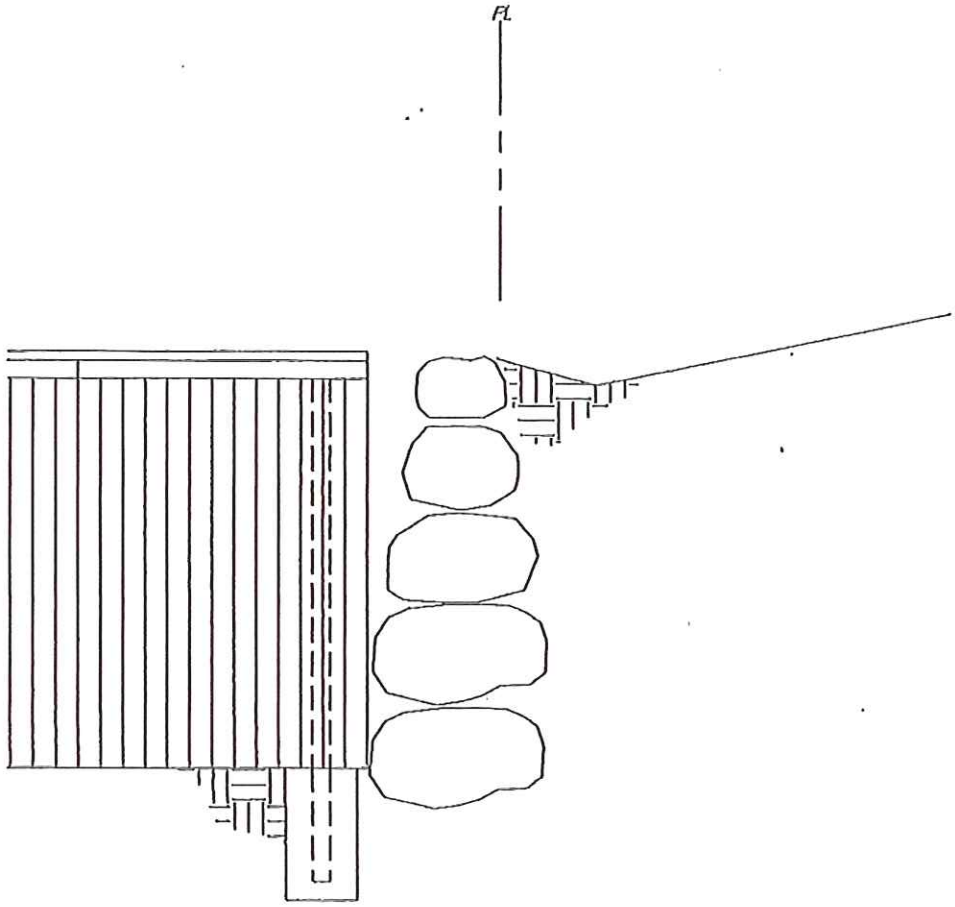


SIDE YARD FENCE/ ROCK WALL
INTERFACE DETAIL

N.T.S.

2492282
10/19/2000
25 of 29

2457836
06/22/2000
26 of 29



BACK YARD FENCE/ ROCK WALL
INTERFACE DETAIL

N.T.S.

2492282
10/19/2000
26 of 29

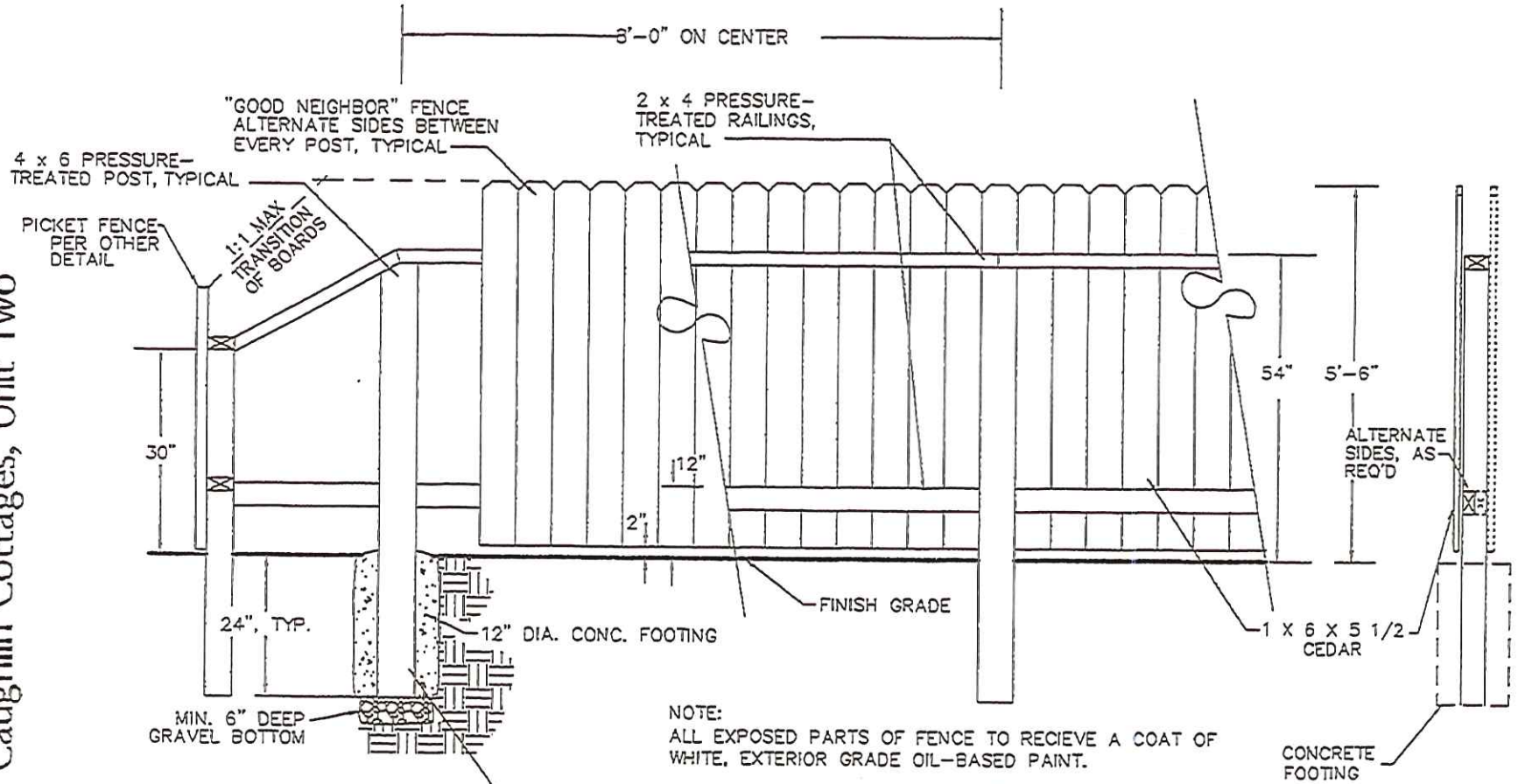
EXHIBIT J

Caughlin Cottages

3 Pages

EXHIBIT "B"

Type 'A' Rear/Side Yard Fence, Cont'd
Caughlin Cottages, Unit Two



NOTE:
ALL EXPOSED PARTS OF FENCE TO RECIEVE A COAT OF WHITE, EXTERIOR GRADE OIL-BASED PAINT.

PRIVACY NOT TO SCALE

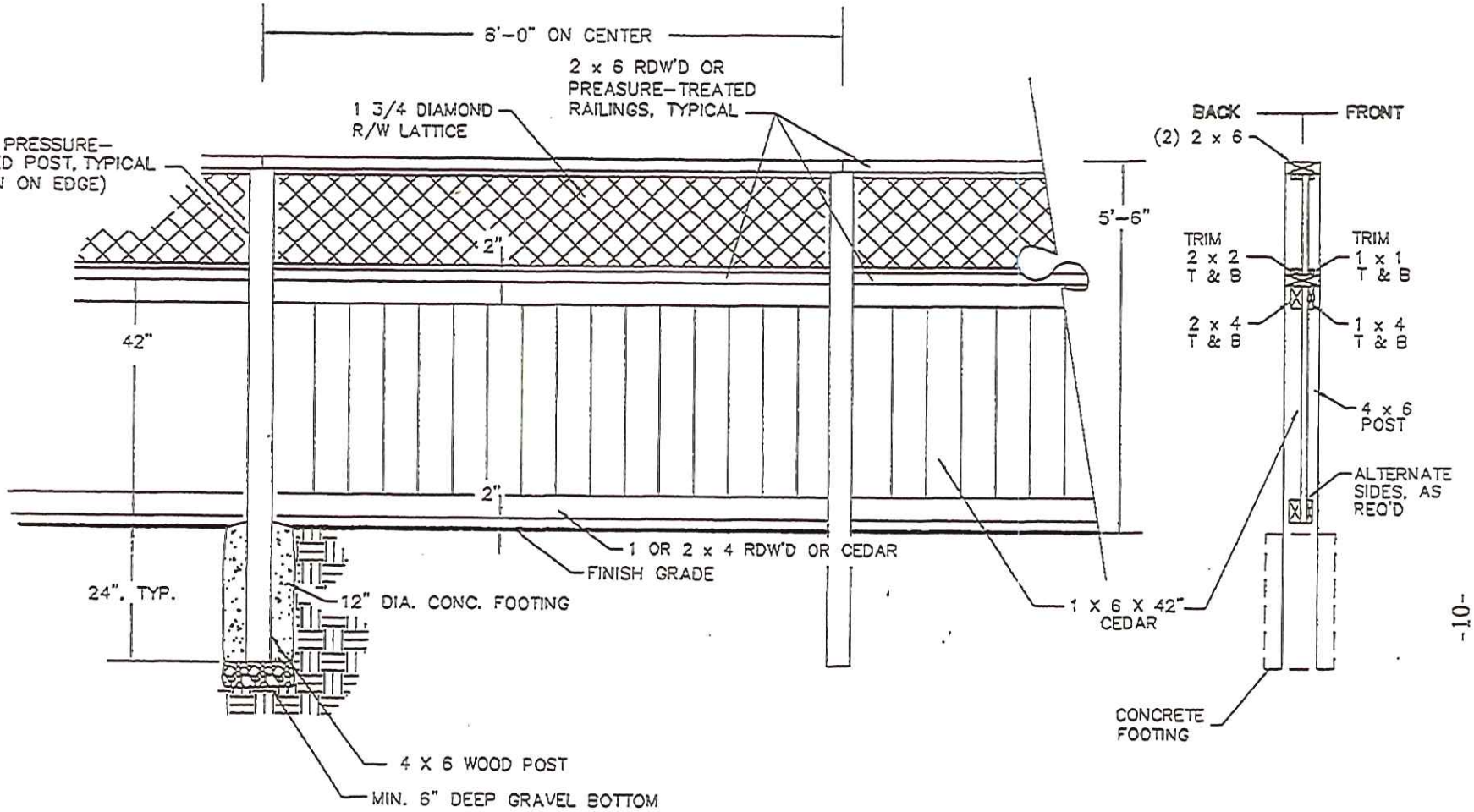
NOTES:

1. ALL REDWOOD PARTS OF FENCE TO TO BE MERCHANTABLE GRADE OR BETTER
2. ALL EXPOSED WOOD SURFACES TO RECIEVE A PRIMER COAT OF BENJAMIN-MOORE MOORECRAFT #176-00 "WHITE", AND MOORECRAFT EXTERIOR HOUSE PAINT #171-01 "WHITE". OIL-BASED PAINT.
3. ALL HARDWARE AND NAILS TO BE HOT DIPPED GALVANIZED.
4. BOARDS TO BE HUNG WITH UNIFORM HEIGHT & SPACING.

BK4565PG0305

EXHIBIT "B"

Type 'B' Rear/Side Yard Fence, Cont'd
Caughlin Cottages, Unit Two



NOTES:

1. ALL REDWOOD PARTS OF FENCE TO TO BE MERCHANTABLE GRADE OR BETTER
2. ALL EXPOSED WOOD SURFACES TO RECIEVE A PRIMER COAT OF BENJAMIN-MOORE AND MOORECRAFT EXTERIOR HOUSE PAINT #171-01 "WHITE". OIL-BASED PAINT.
3. ALL HARDWARE AND NAILS TO BE HOT DIPPED GALVANIZED.
4. BOARDS TO BE HUNG WITH UNIFORM HEIGHT & SPACING.

LATTICE NOT TO SCALE

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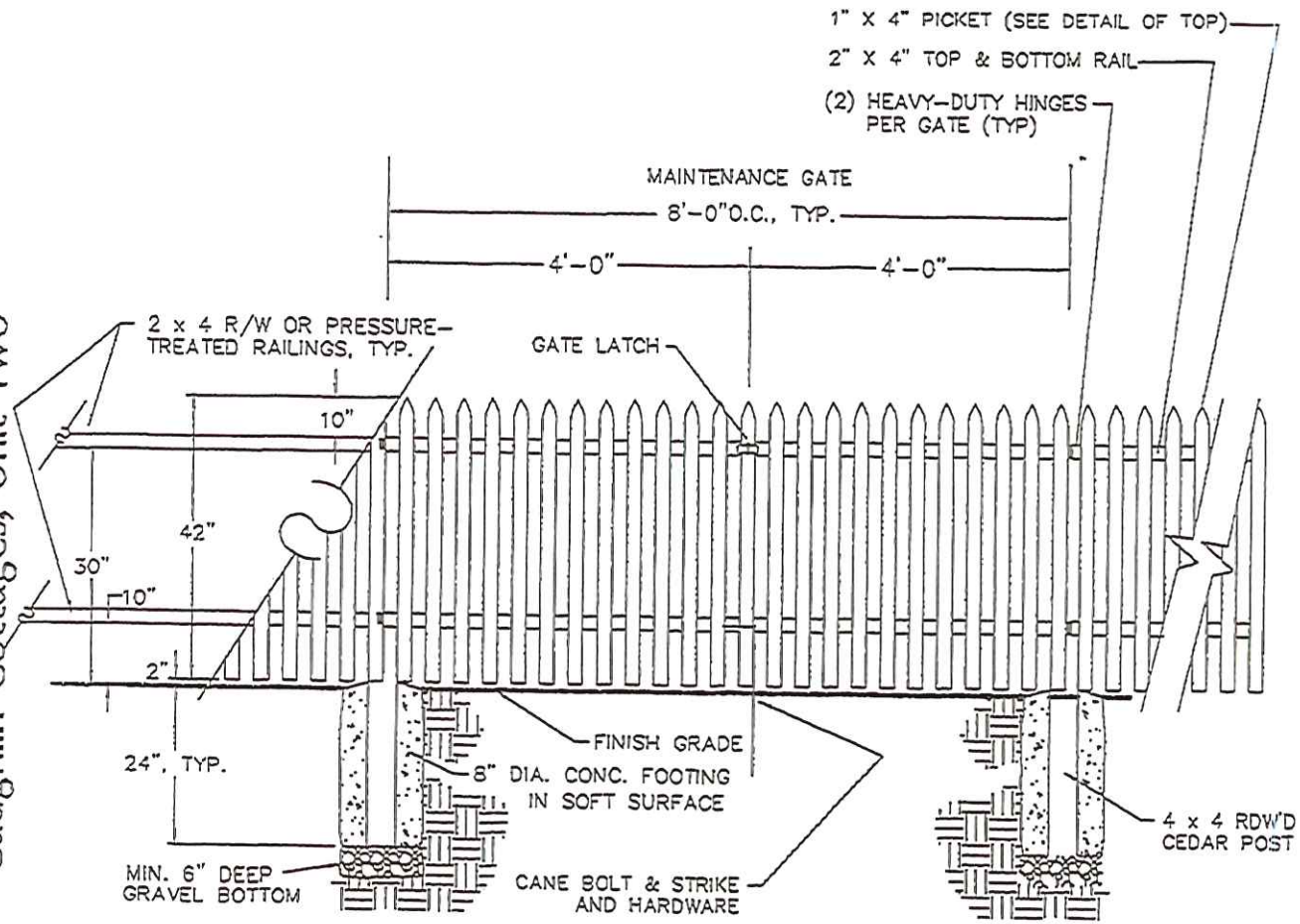
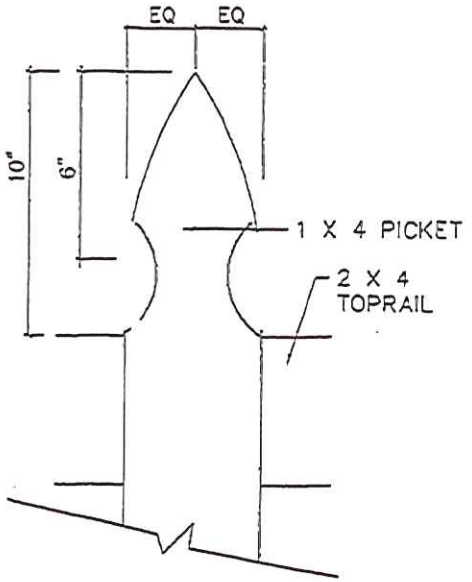
EXHIBIT "B"

Type 'C' Rear/Side Yard Fence, Cont'd
Caughlin Cottages, Unit Two





TYPICAL PICKET TOP DETAIL

NOTE:
A PREFABRICATED PICKET WITH A SIMILAR TOP DETAIL MAY REPLACE THIS DETAIL.

NOTES:

1. ALL REDWOOD PARTS OF FENCE TO TO BE MERCHANTABLE GRADE OR BETTER
2. ALL EXPOSED WOOD SURFACES TO RECIEVE A PRIMER COAT OF BENJAMIN-MOORE MOORECRAFT #176-00 "WHITE", AND MOORECRAFT EXTERIOR HOUSE PAINT #171-01 "WHITE", OIL-BASED PAINT.
3. ALL HARDWARE AND NAILS TO BE HOT DIPPED GALVANIZED.
4. PICKETS TO BE HUNG WITH UNIFORM HEIGHT & SPACING.

PICKET NOT TO SCALE

BK4565PG0307

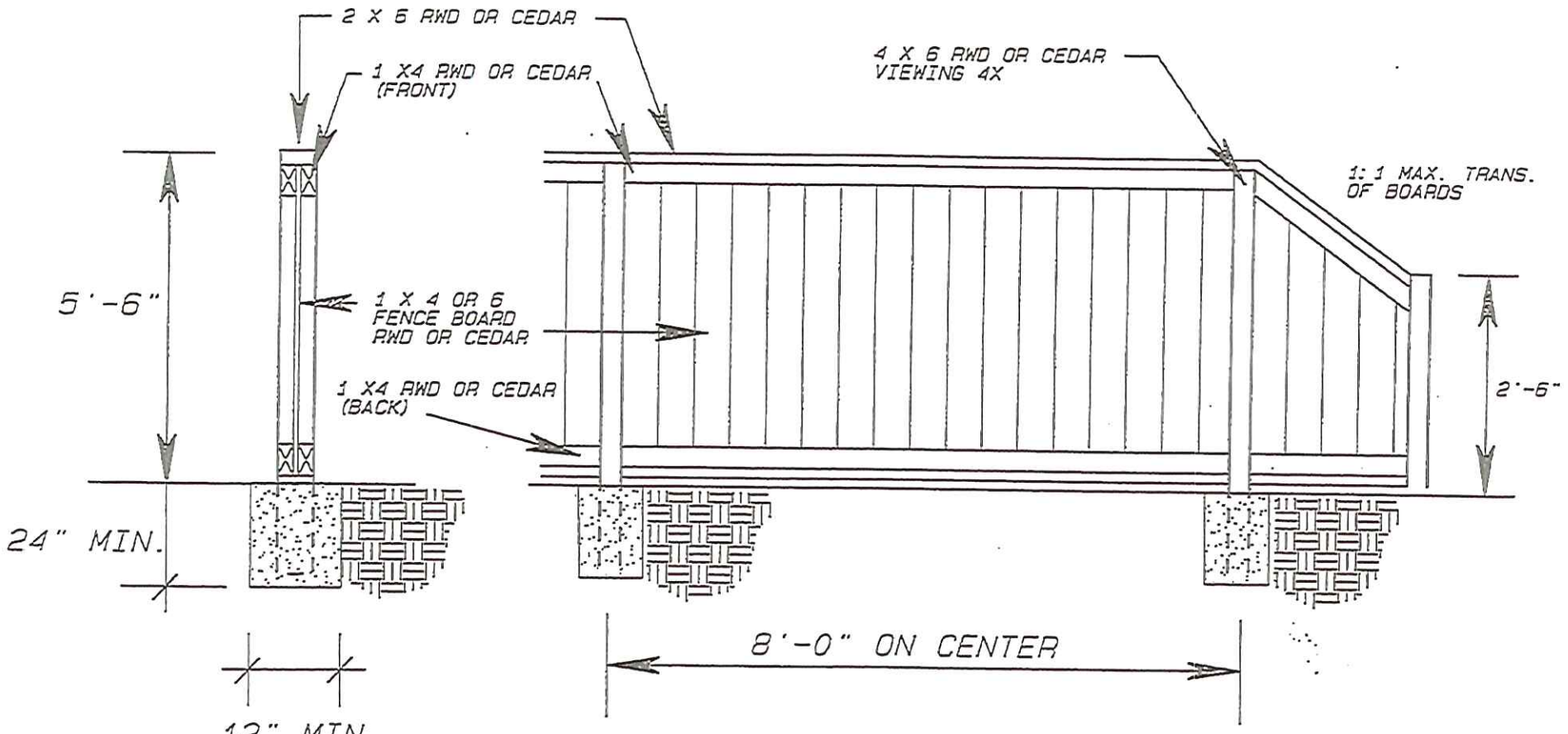
EXHIBIT K

Caughlin Creek Sub-Association

3 Pages

EXHIBIT "B"

TYPE "A" PRIVACY FENCE



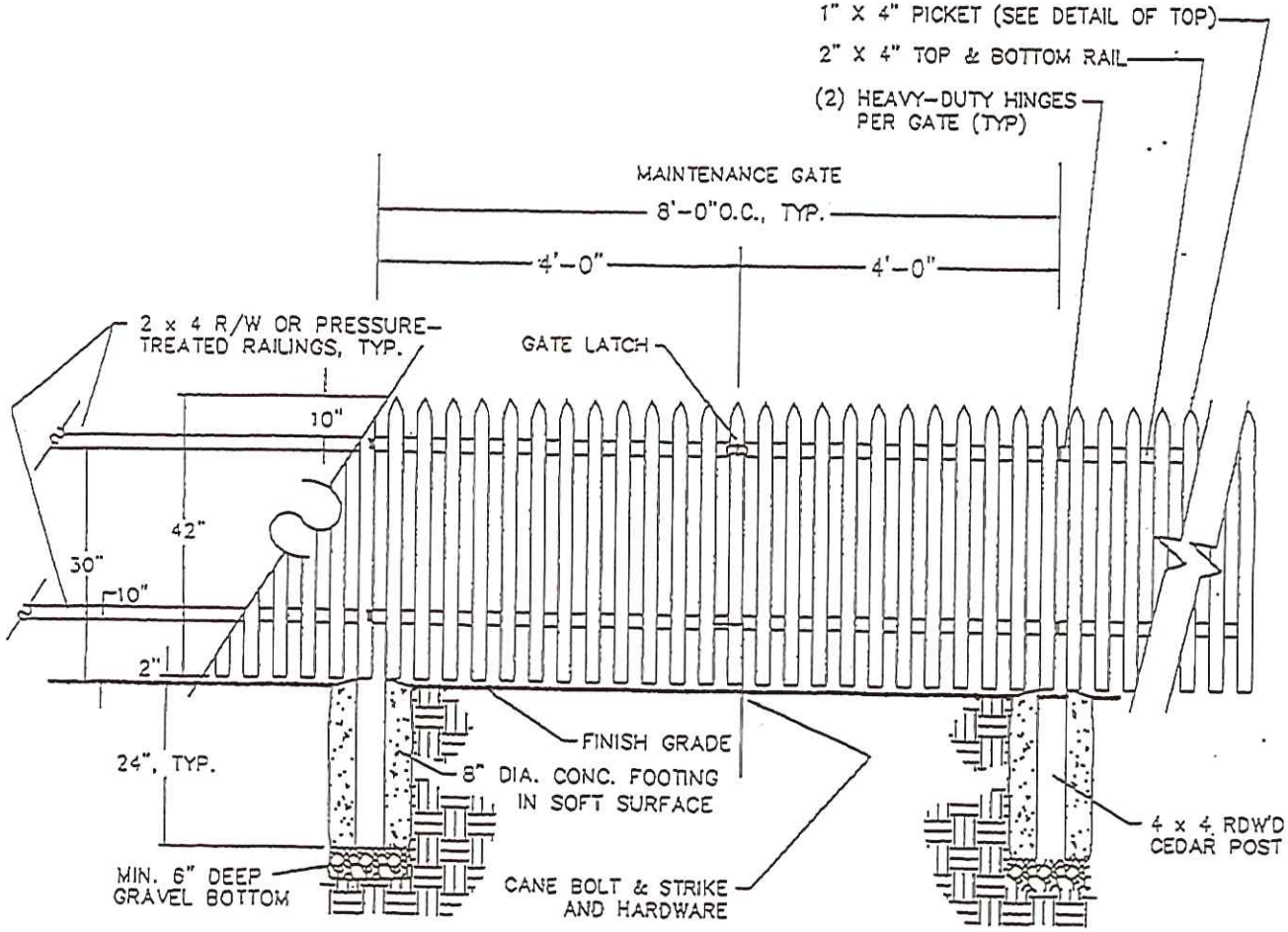
TYPICAL SIDE YARD FENCE

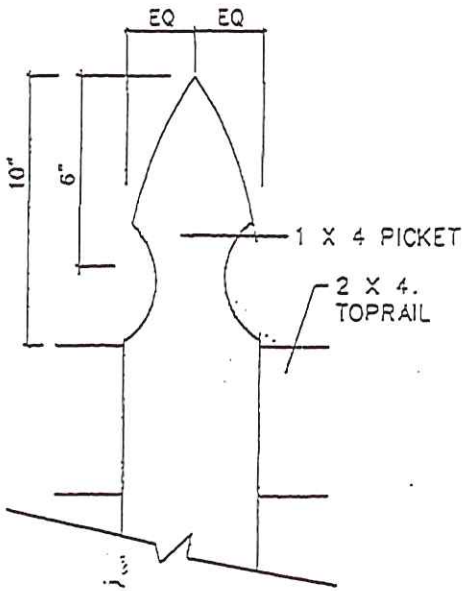
NTS

BK4607PG0228

EXHIBIT "B"

Type 'C' Rear/Side Yard Fence, Cont'd





TYPICAL PICKET TOP DETAIL

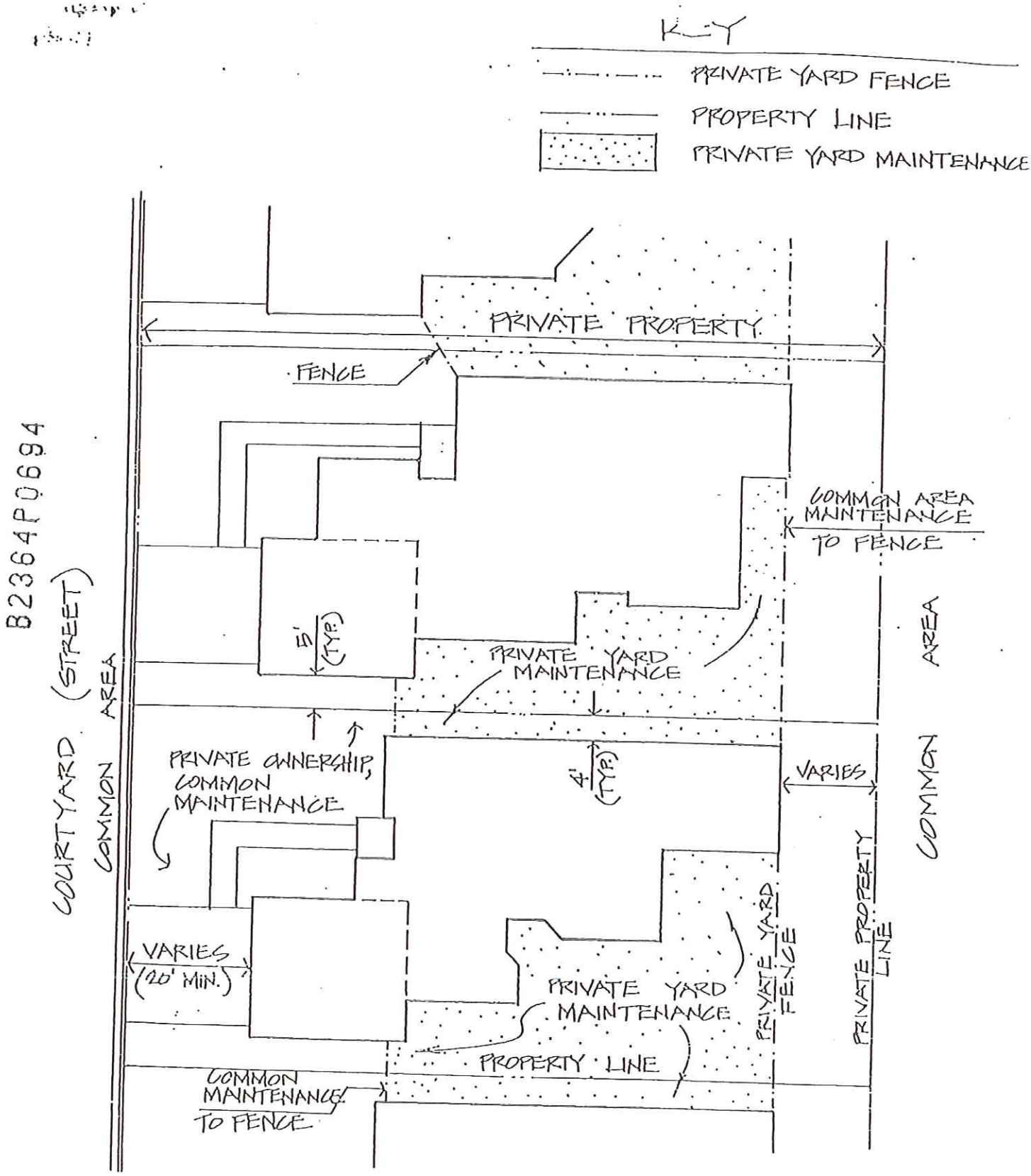
NOTE:
A PREFABRICATED PICKET WITH A SIMILAR TOP DETAIL MAY REPLACE THIS DETAIL

NOTES:

1. ALL REDWOOD PARTS OF FENCE TO TO BE MERCHANTABLE GRADE OR BETTER
2. ALL EXPOSED WOOD SURFACES TO RECIEVE A PRIMER COAT OF BENJAMIN-MOORE MOORECRAFT #176-00 "WHITE", AND MOORECRAFT EXTERIOR HOUSE PAINT #171-01 "WHITE", OIL-BASED PAINT.
3. ALL HARDWARE AND NAILS TO BE HOT DIPPED GALVANIZED.
4. PICKETS TO BE HUNG WITH UNIFORM HEIGHT & SPACING.

PICKET NOT TO SCALE

BK4607PG0229



B2364P0694

YARD MAINTENANCE DIAGRAM (NO SCALE)

FIGURE ONE

DECLARATION OF PROTECTIVE COVENANTS - CAUGHLIN CREEK

APRIL 1996

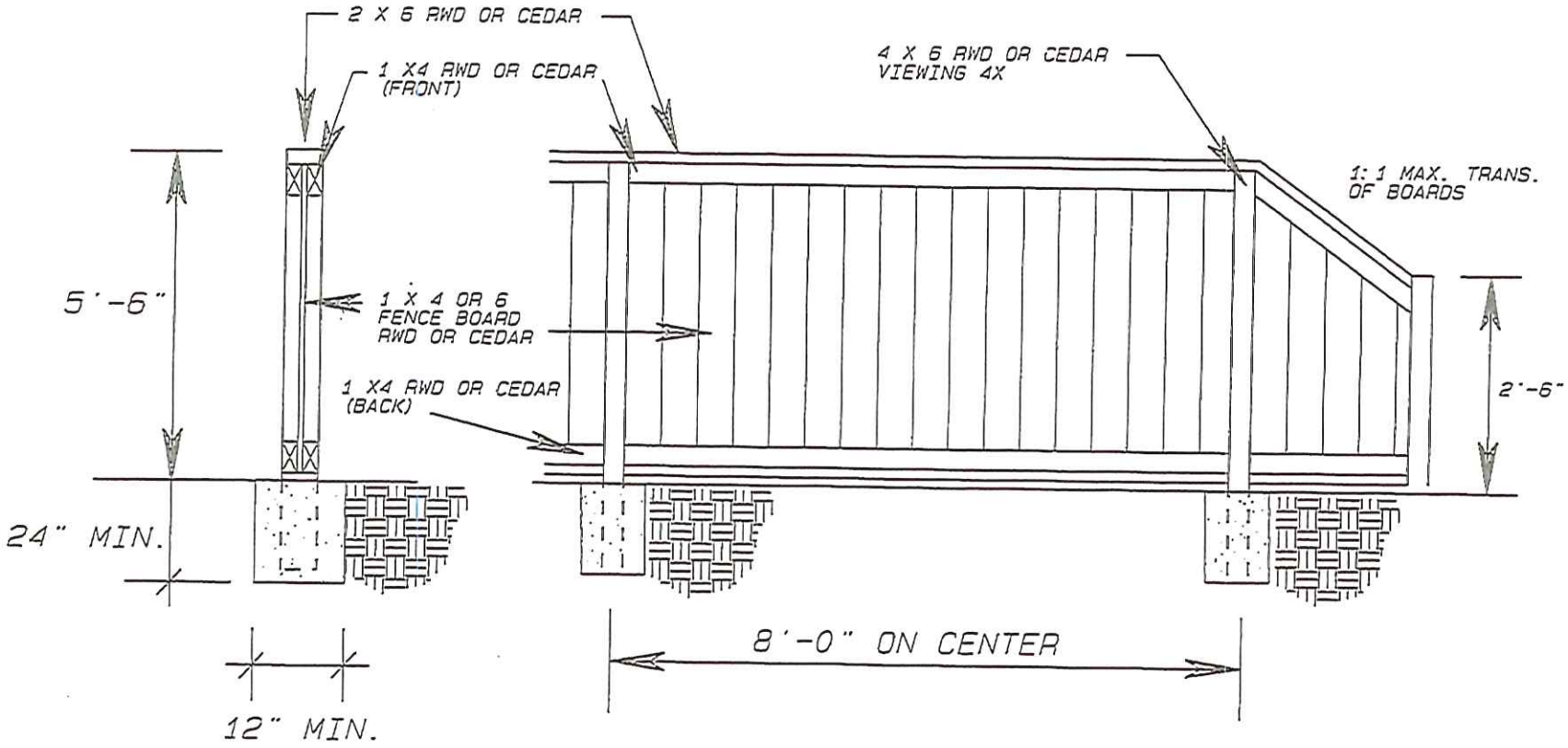
EXHIBIT L

Caughlin Creek
Units 4 thru 7; DeerCreek

2 Pages

EXHIBIT "B"

TYPE "A" PRIVACY FENCE



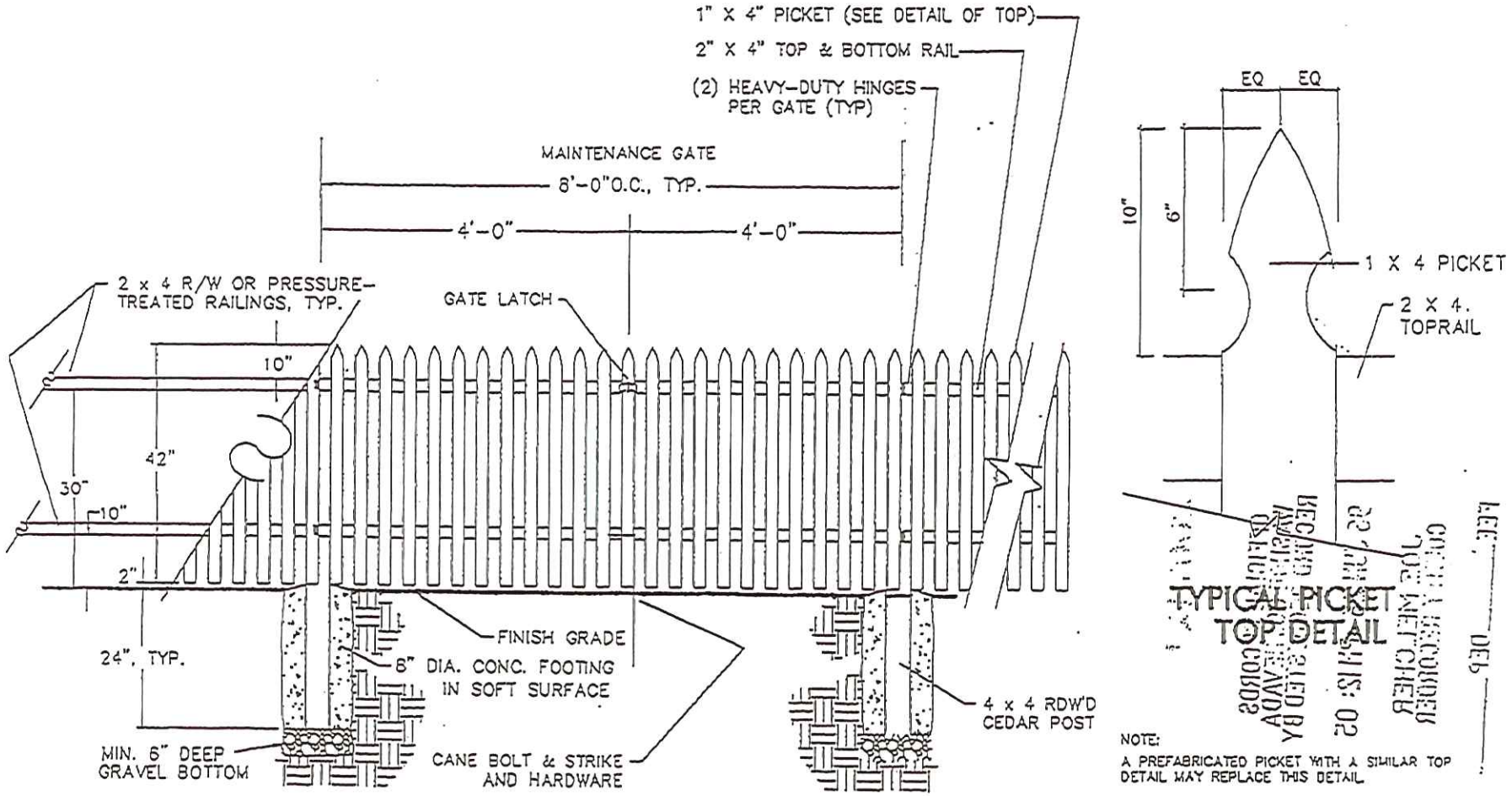
TYPICAL SIDE YARD FENCE

NTS

BK5161PG0533

EXHIBIT "B"

Type 'C' Rear/Side Yard Fence, Cont'd



NOTE:
A PREFABRICATED PICKET WITH A SIMILAR TOP DETAIL MAY REPLACE THIS DETAIL.

NOTES:

1. ALL REDWOOD PARTS OF FENCE TO TO BE MERCHANTABLE GRADE OR BETTER
2. ALL EXPOSED WOOD SURFACES TO RECIEVE A PRIMER COAT OF BENJAMIN-MOORE MOORECRAFT #176-00 "WHITE", AND MOORECRAFT EXTERIOR HOUSE PAINT #171-01 "WHITE", OIL-BASED PAINT.
3. ALL HARDWARE AND NAILS TO BE HOT DIPPED GALVANIZED.
4. PICKETS TO BE HUNG WITH UNIFORM HEIGHT & SPACING.

PICKET NOT TO SCALE

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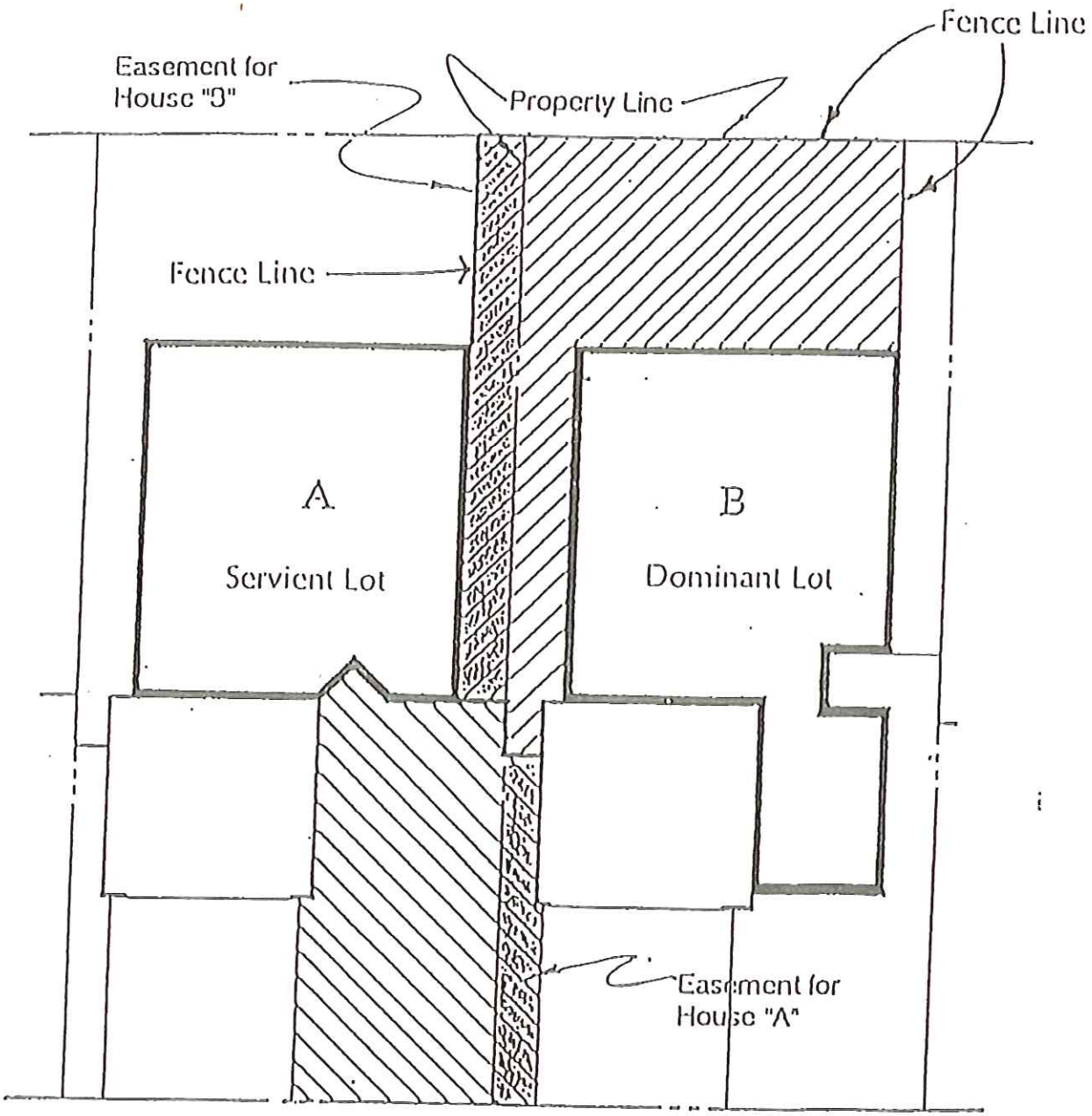
RECORD CONSISTED BY AMSHAM & REAVDA OFFICIAL RECORDS
95 JAN 12 PM 12:02
BK460 / PG0211

EXHIBIT M

Caughlin Glen
1 Page

BK4310PG0965

Figure 1



KEY

Note : Shaded areas show yard easements

House "A" Front Yard

House "B" Rear Yard

1896435

OFFICIAL RECORDS
WASHOE CO., NEVADA
RECORD REQUESTED BY
Mountain West
95 MAY 26 PM 4: 32

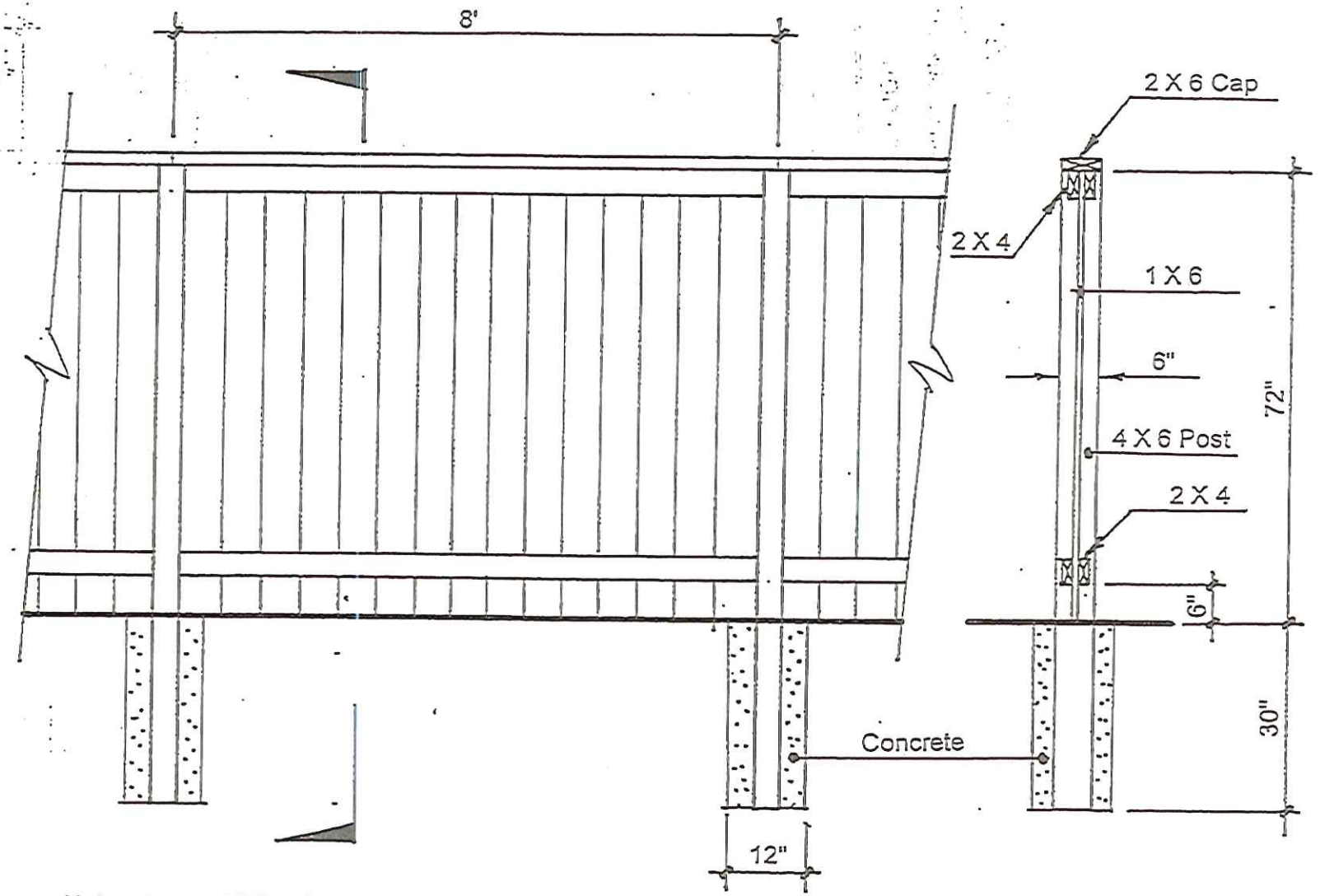
JOE MELCHER
COUNTY RECORDER
FEE 15.00 DEP

15.00

EXHIBIT N

Creekridge North
1 Page

72" High Fence Detail



Note: 1. All fencing material shall be redwood.

Note: 2. No fences shall be painted or stained unless approved by the ACC in writing.

CREEKRIDGE NORTH

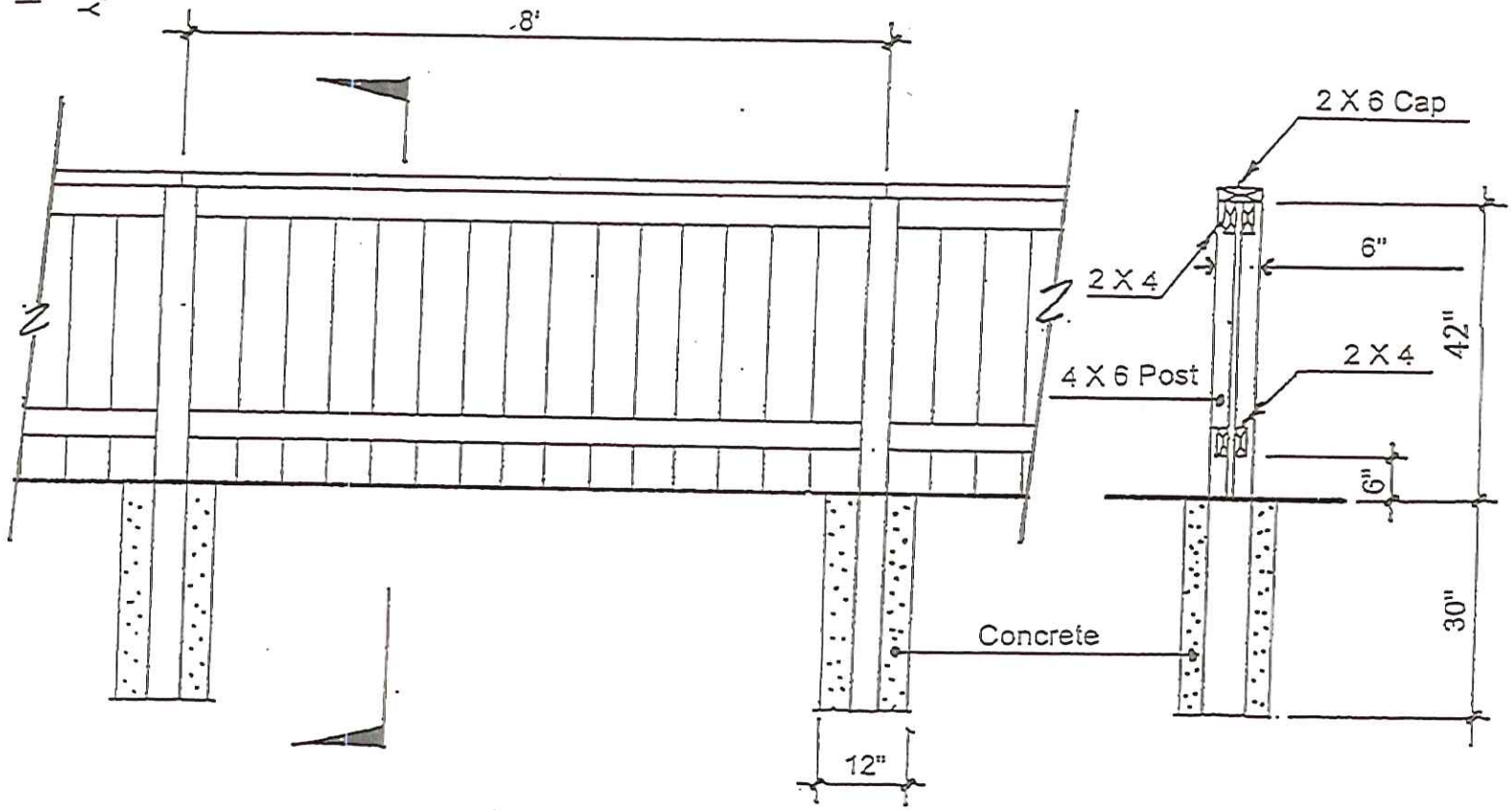
EXHIBIT "B"

EXHIBIT O

Creekridge South
2 Pages

2363235
OFFICIAL RECORDS
WASHOE CO., NEVADA
RECORD REQUESTED BY
C B Maddox
99 JUL 21 PM 3:01
KATHRYN L. BURKE
COUNTY RECORDER
FEE 18.00 DEP CB

Creekridge South - 42" High Fence Detail

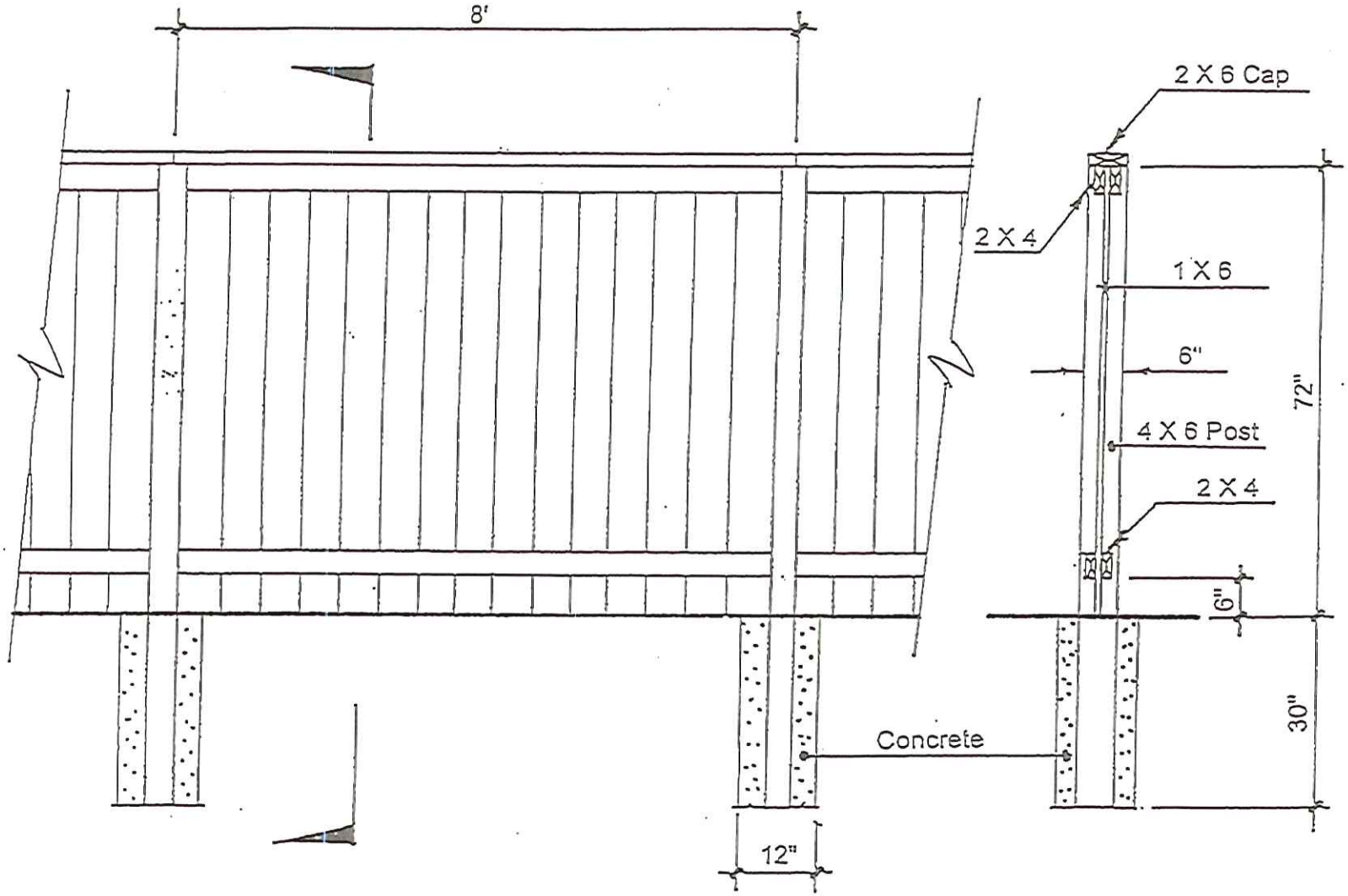


Note: 1. All fencing material shall be redwood.
2. No fences shall be painted or stained unless first approved by the ACC in writing.

Exhibit "B-2"

Exhibit "B-1"

Creekridge South - 72" High Fence Detail



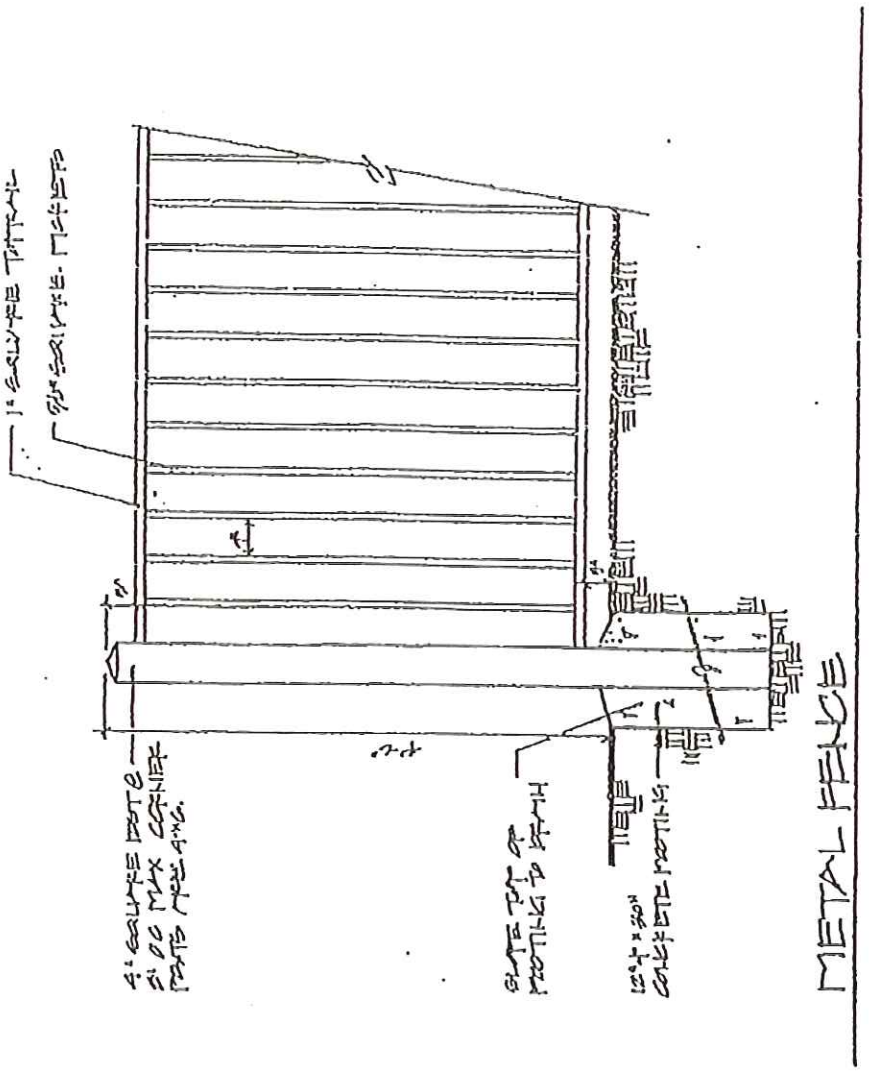
Note: 1. All fencing material shall be redwood.
2. No fences shall be painted or stained unless first approved by the ACC in writing.

EXHIBIT P

Seasons IV
2 Pages

EXHIBIT "C"

60" FENCE GUIDELINES



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Requested By
MOUNTAIN WEST CONSULTING
Washoe County Recorder
Kathryn L. Burke - Recorder

Hale Lane Peek Dennison and Howard
Attorneys and Counsellors at Law
Reno, Nevada
(775) 327-3000

EXHIBIT "B"

72" FENCE GUIDELINES

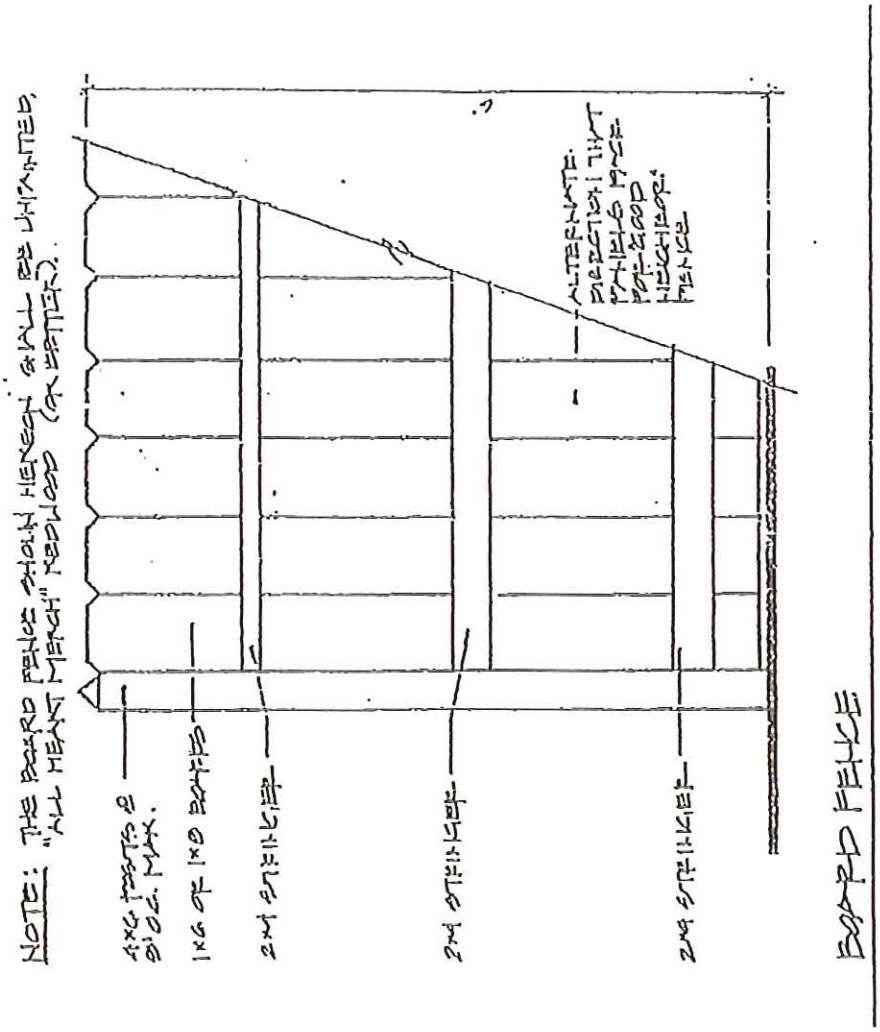
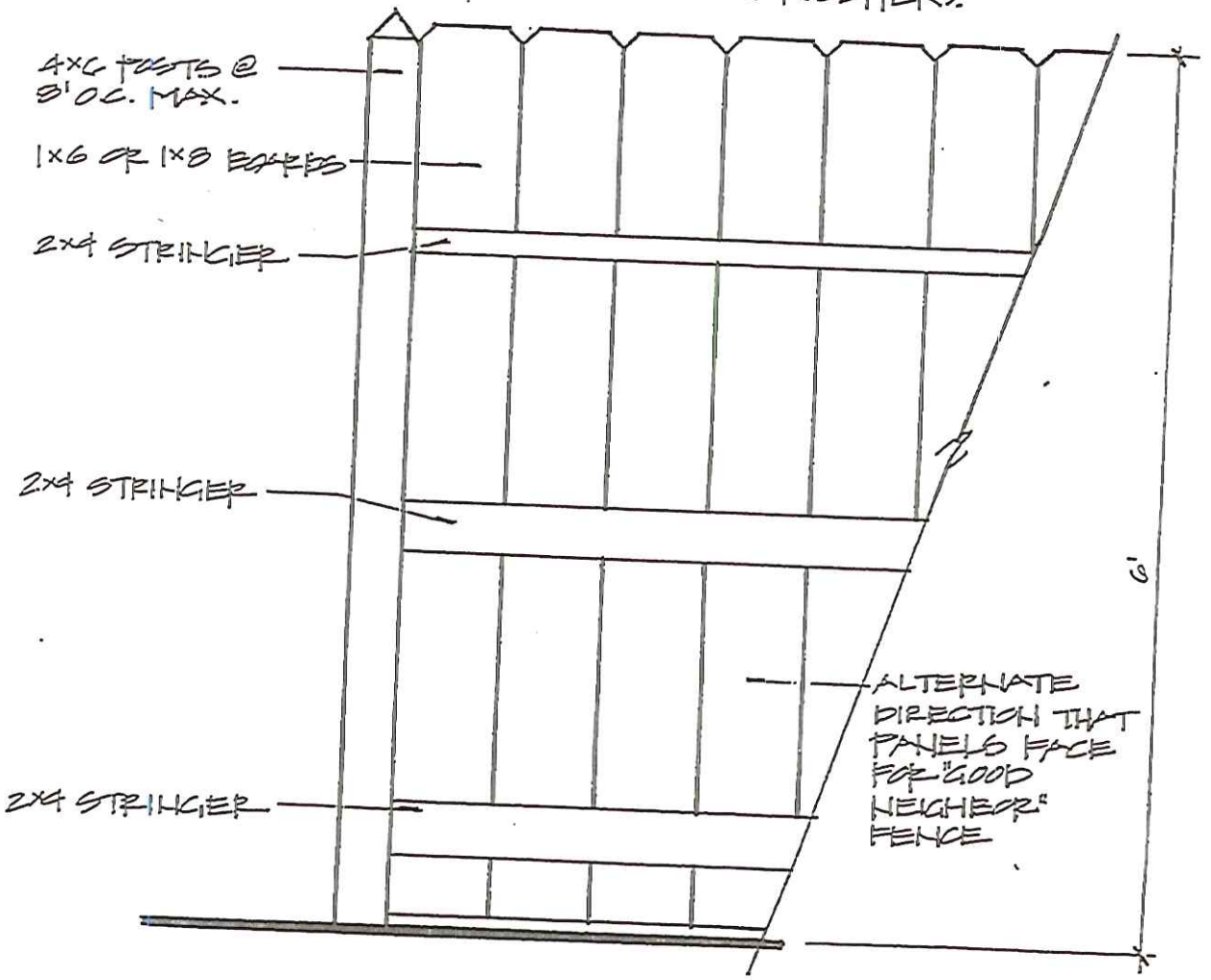


EXHIBIT Q

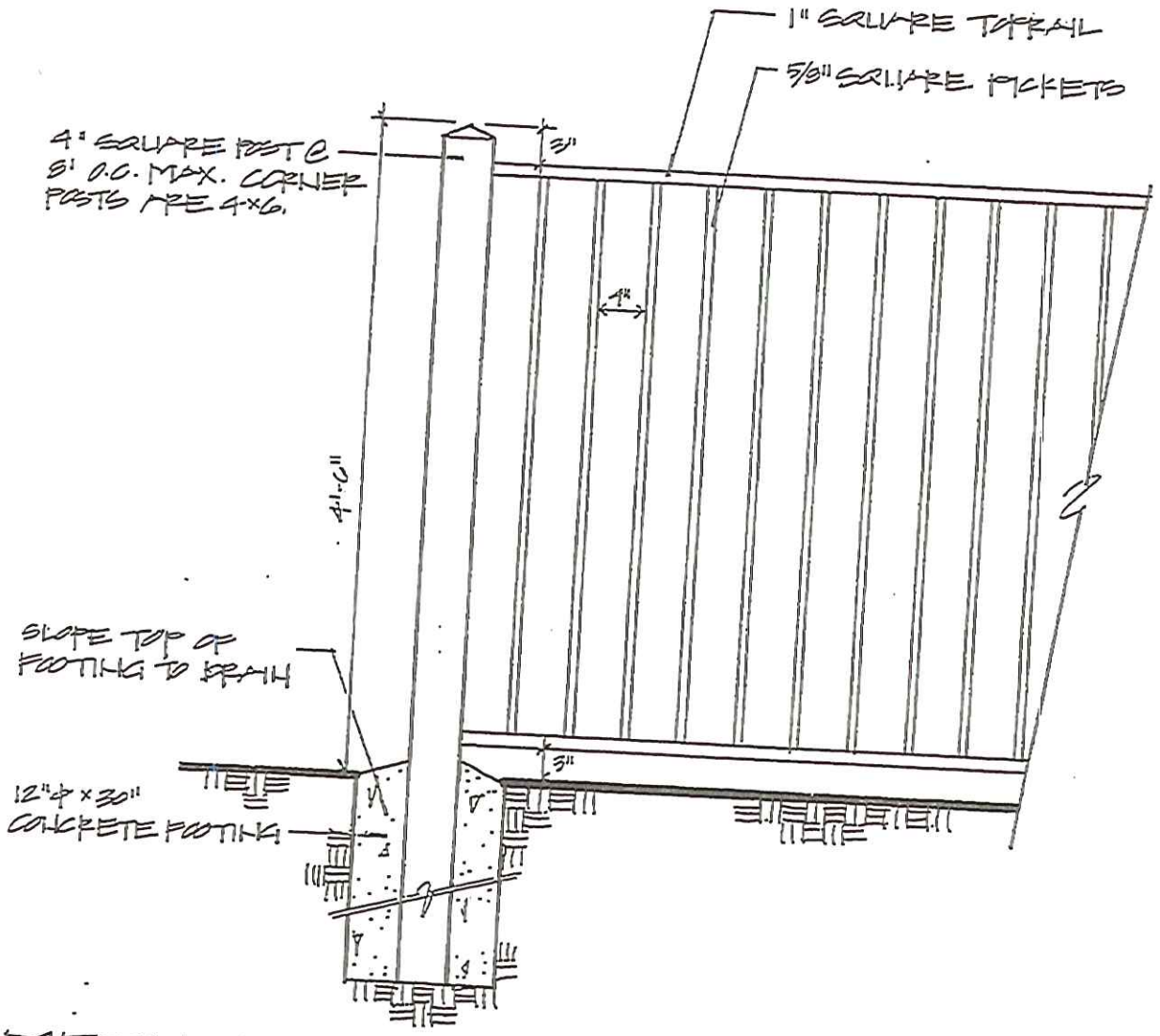
Traditions
2 Pages

NOTE: THE BOARD FENCE SHOWN HEREON SHALL BE UNPAINTED, "ALL HEART MERCH" REDWOOD (OR BETTER).



BOARD FENCE

"EXHIBIT B"



METAL FENCE

"EXHIBIT C"

EXHIBIT R

Vantage Point
1 Page

Figure 1

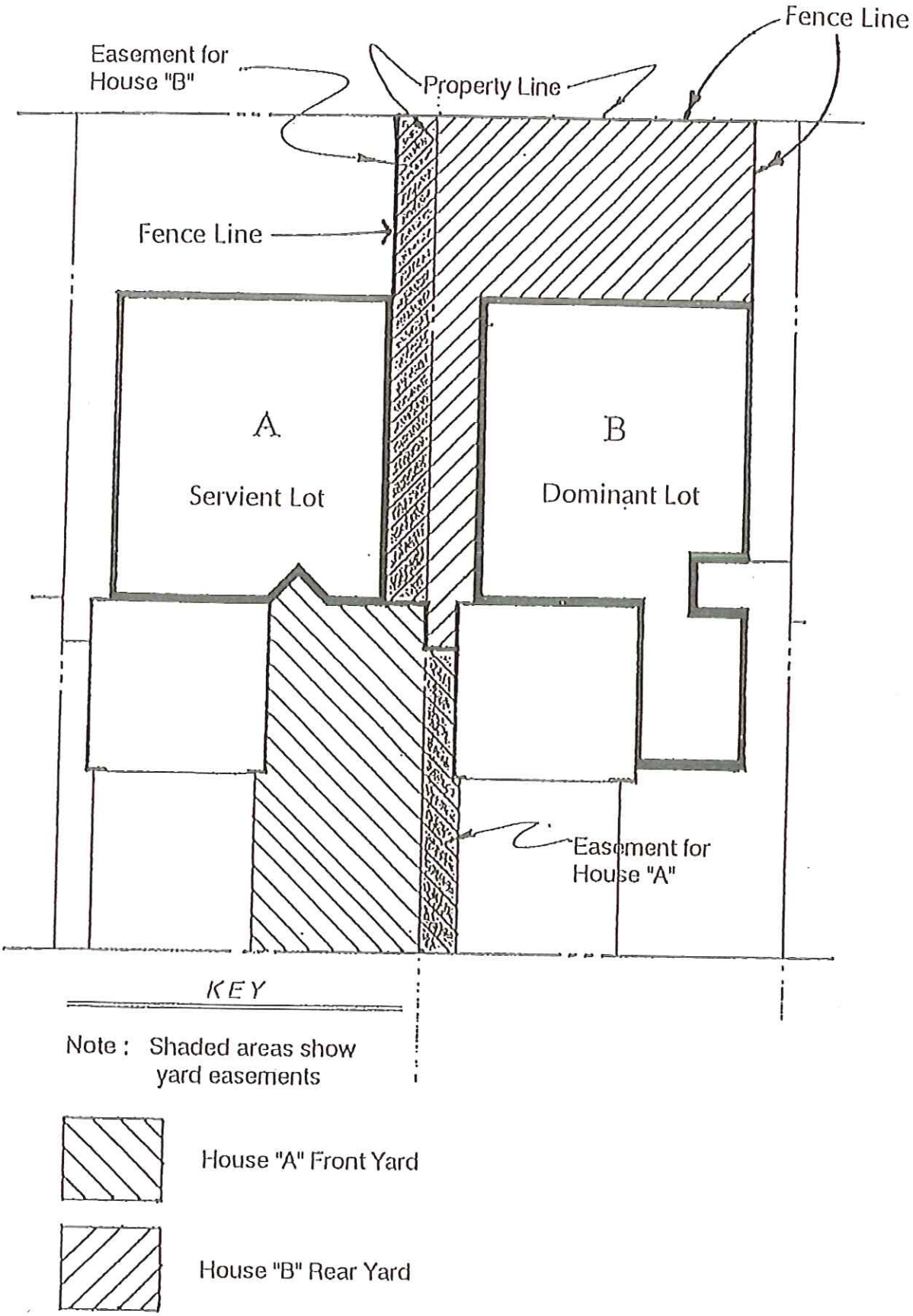
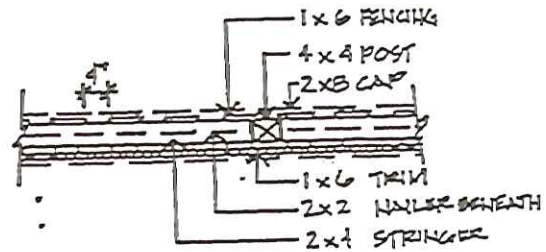

Fence Line
Easement for House "B"
Property Line
Fence Line
A
Servient Lot
B
Dominant Lot
Easement for House "A"
KEY
Note : Shaded areas show yard easements
House "A" Front Yard
House "B" Rear Yard

EXHIBIT S

Westpoint
1 Page

FEB 21 1992

EXHIBIT "C"
FENCING DETAIL



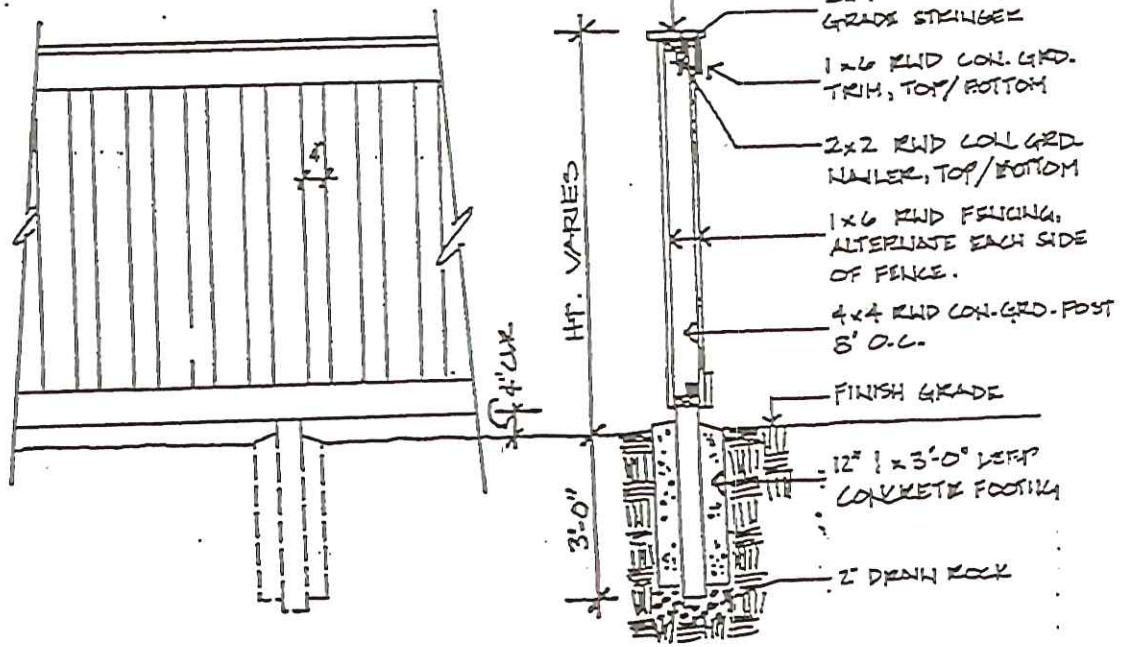


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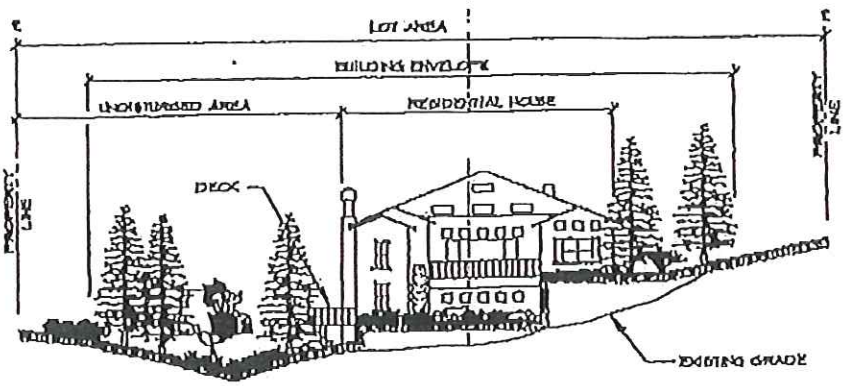
EXHIBIT T

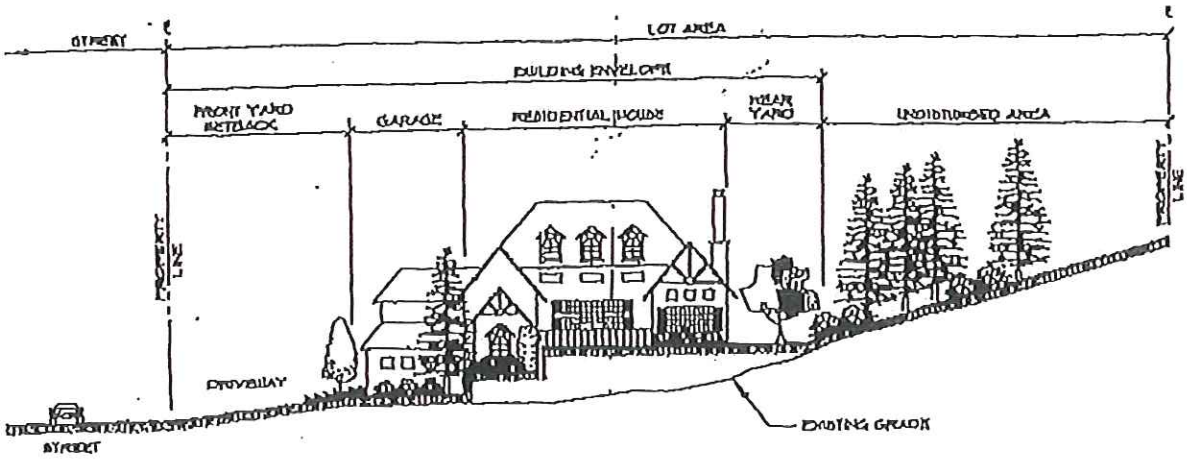
Whispering Pines
3 Pages

2752815
10/23/2002
32 of 36



Description: Washoe,NV Document-DocID 2752815 Page: 32 of 36
Order: whispering pines Comment:

2752815
10/23/2002
33 of 38



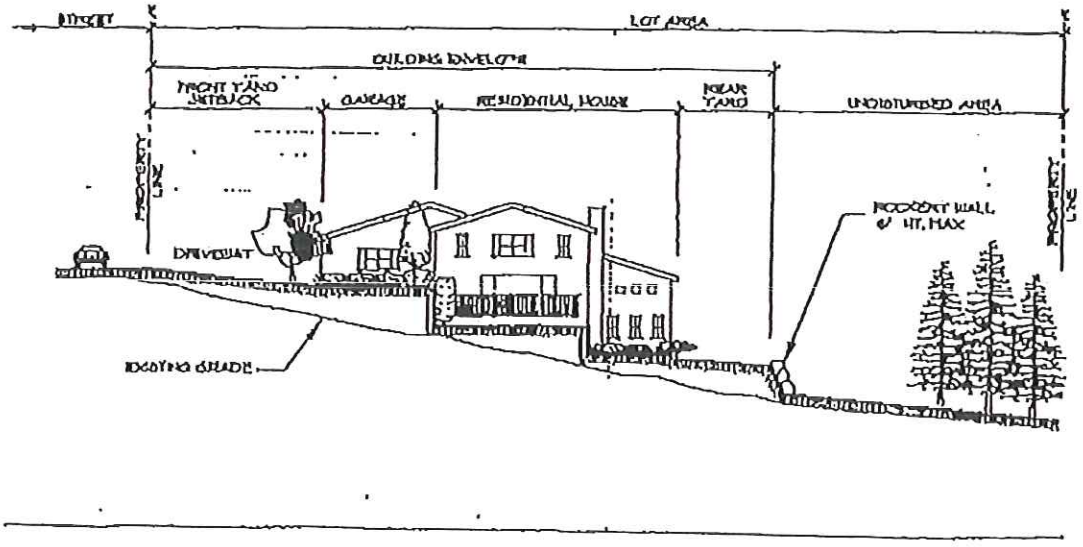


Exhibit C – Page 2

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Order: whispering pines Comment:

2752815
10/23/2002
35 of 36

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

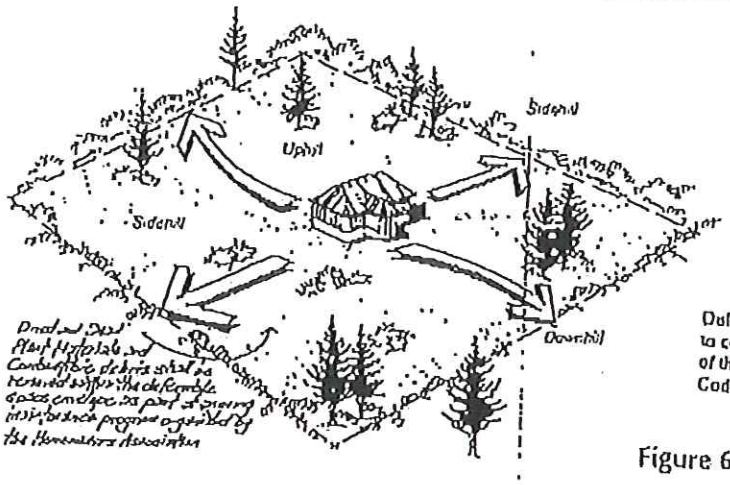
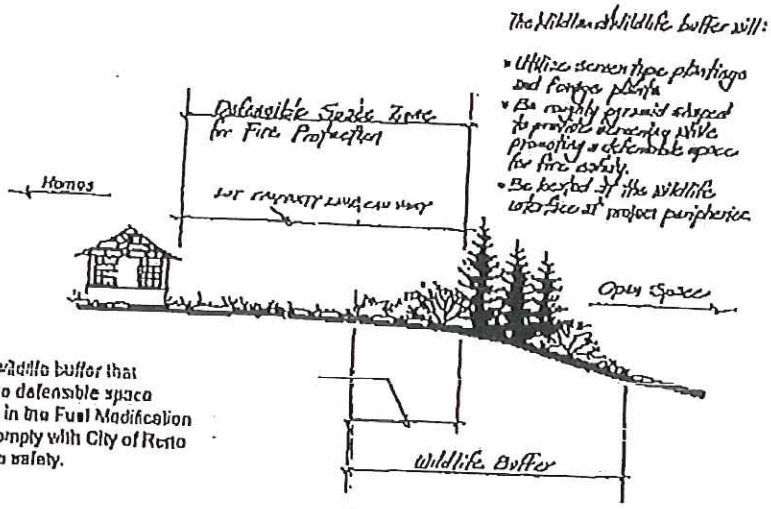


Figure 6A - Defensible Space



Description: Washoe,NV Document-DocID 2752815 Page: 35 of 36
Order: whispering pines Comment:

EXHIBIT U

Pages 57, 58 & 59 of Planned Unit Development Handbook as noted in item 6.1 on Page 15; VI. Site Design Standards

Policy 3 - Fencing

All fencing must be approved by the ACC. Fencing will be used for security, the safety of small children, and to control pets. In conjunction with other mediums, fencing will be employed to delineate various uses and to eliminate unsightly areas from view. Three types of fencing are explicitly approved for the Caughlin Ranch as follows: (1) a 3 - rail, 54 inch high split rail cedar fence is permitted along side and rear property lines and Caughlin Ranch boundaries. A 2 - rail, 42 inch high split rail cedar fence is permitted along equestrian trails and common areas; (2) a three and one-half to six foot high redwood fence with alternating facing of 1 x 6 redwood boards is acceptable for decks, screening or enclosing a yard for children; and (3) a three and one-half to six foot black vinyl chain link fence with black posts and hardware may be used for pet or pool enclosures. Separate fencing standards may be established and incorporated into this handbook for the various planning units or subareas of the Caughlin Ranch. Design criteria are as follows:

A. Fences will be made of natural materials where possible unless it is proven to be impractical to the Architectural Control Committee.

B. Solid fencing will only be used where security, safety and privacy is of primary concern.

C. The use of chainlink fence will be minimized. Black vinyl chainlink will be used where this type of fencing is required.

D. Simple open fences will be used to delineate common areas from private property.

E. On residential lots that abut a street or common area, lot line fencing will be discouraged. Property lines will be kept clear from the house to the street except as approved by the ACC.

F. Adequate sight distance will be maintained along roadways and at intersections according to accepted engineering practices. The design goal is to ensure that sight distances are equal to or exceed the stopping distances corresponding to a roadway's design speed.

G. Fencing along ditches is to be of wooden rail with woven wire fabric or of other materials that are sensitive to the natural/ranch character of the project.

Building Siting/Envelopes

Policy 1 - General Considerations

All building siting will be such that disruption to the environment will be minimized, important site features are protected and the use and enjoyment of neighboring properties is not unduly impaired. A prime consideration is "matching" building and access to the particular piece of property under consideration. The minimum front yard setbacks for single family homes is twenty feet. The minimum rear yard setback for single family homes is fifteen feet, except adjacent to common areas where the minimum rear yard setback is ten feet:. minimum side yard setbacks will be ten feet in the estate areas of Juniper Trails and The Pines and shall be five feet in other single family residential areas. These minimums do not apply to clustered single family homes which may vary in concept from standard setbacks on one extreme to zero lot line on the other.

Policy 2 - Evaluation Criteria

As a part of the Compliance Statements required by this handbook, any deviation from normal County or City setback requirements must be noted along with the reasoning for the deviation. The evaluation criteria specified

setback requirements must be noted along with the reasoning for the deviation. The evaluation criteria specified in this policy will often conflict with one another. Thus, the objectives of each criterion must be weighted against those of the other criteria.

The developer and the ACC will be responsible for determining building locations, using the following criteria:

A. Fit of building plans to the terrain. Finished grades surrounding buildings should compliment the existing, natural grades to minimize exposed cut and fill slopes.

B. Degree of slope/topography in general. The more gentle a slope is and the more even the topography in general is, the more suitable an area is for building.

C. Existing vegetation and natural features. The less vegetation and/or unique land forms of other natural features an area has, the more suitable it is for building because retention of these features is integral to the Caughlin Ranch.

D. Views from the proposed structure. View sheds from a building site should be retained to the degree possible.

E. Effects on views from neighboring properties. When establishing building envelopes, the relationships between envelopes, where one building site can affect the views from other envelopes, will be considered.

F. Retention of usable open space. Usable open space includes, but is not limited to: areas that protect views, and areas that create space between homes, between differing land uses or between roadways and buildings.

G. Solar exposure and protection of solar access to adjoining properties. To the extent practical, the combined effect of envelope siting and height restrictions should be such that a building envelope will be in sunshine from 9 a.m. to 3 p.m. on December 21.

H. Vehicular access. Access to the building envelope should be such that the amount of land disturbance required for such access is minimal.

This section of the Caughlin Ranch Development Standards Handbook presents the evaluation criteria that form the basis for establishing building envelopes and thus, the basis for the ACC considering a variance request. No variance may be granted by the ACC that would be contrary to any setback requirements of the County or City unless expressly permitted by Washoe County or the City of Reno.

Tentative subdivision maps will include building envelope locations. The tentative map applications will also address how the above criteria were applied. Any special height restrictions designed to protect views and/or solar access will also be shown on the tentative map.

Policy 3 - Estate Lot Areas

In estate lot areas, all building must be confined to a predetermined building envelope where practically feasable. The building envelopes will be of a variety of shapes and sizes which will be recorded with the 'CC&Rs' and marked in the field. Variances from these envelopes must be approved by the Architectural Control Committee. The variance must also be approved by the County or City where the variance would allow building not in conformance with normal County or City setback requirements, if the setback variances were not previously approved in the subdivision approval process. Outbuildings, such as buildings for horses on

equestrian lots, are exempt from the Caughlin Ranch's building envelope requirements, but do require ACC approval as to design and location.

Policy 4 - Office Uses

Office uses shall provide yards as provided for the "P-O, Professional Office" zone in Reno Municipal Code Sec 18.06.220.(j). Commercial uses shall provide yards as provided for the "NC, Neighborhood Commercial" zone in Reno Municipal Code Sec. 18.06.240.(h). Lots or parcels shall have a fifty (50) foot average width. Building height is limited to a maximum of two stories. Natural or enhanced landscaping, except for any necessary utilities and their related access requirements, is required adjacent to residential areas that are at least as wide as the required minimum yard setback, and if less than twenty feet in width shall also include a 6-foot high solid fence or wall.

Geotechnical Studies

In order to study seismic and soil characteristics and to determine the safety and engineering qualities of the on-site soils, geotechnical work will be required as follows:

Policy 1 - Seismic Studies

Major faults will be located from historical data on each proposed tentative map and their activity will be analyzed. Should historical data show the faults in the area to have high risk, a seismic risk analysis will be performed by a registered professional engineer qualified and experienced in geotechnical engineering.

Policy 2 - Geotechnical Reports

For each development, a geotechnical report will be prepared that addresses site preparation, excavation, grading, filling, foundation requirements, slope and hillside grading, as well as geological hazards.

Policy 3 - Pavement Section Requirements

R-value test results of the subsurface roadway soils will be submitted with final map design plans or with building permit applications for all roads or paved parking areas and pavement sections will be designed according to County or City standards.

Policy 4 - Groundwater Recharge Areas

Soil gradation (sieve) analysis or percolation test results will be submitted with final map design plans or building permit applications for all areas proposed for groundwater recharge.

Construction Practices/Revegetation

Policy 1 - Grading

All disturbed areas will be revegetated or renovated upon completion of construction. With proper erosion control methods and topsoil stockpiling, erosion and the loss of valuable topsoil can be minimized. Sediments entering creeks and drainage channels and wind-carried dust can also be greatly reduced. The following