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Washoe County Recorder

Kathryn L. Burke - Recorder

Pg 1 of 191 RPTT 0.00



APN # _____

Recording Requested by:

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City/State/Zip Danville CA

94526-1076

(for Recorder's use only)

University Ridge PUD Standards & Attachments
(Title of Document)

Effective
11-12-03

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed or printed.

"UNIVERSITY RIDGE"

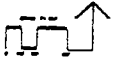
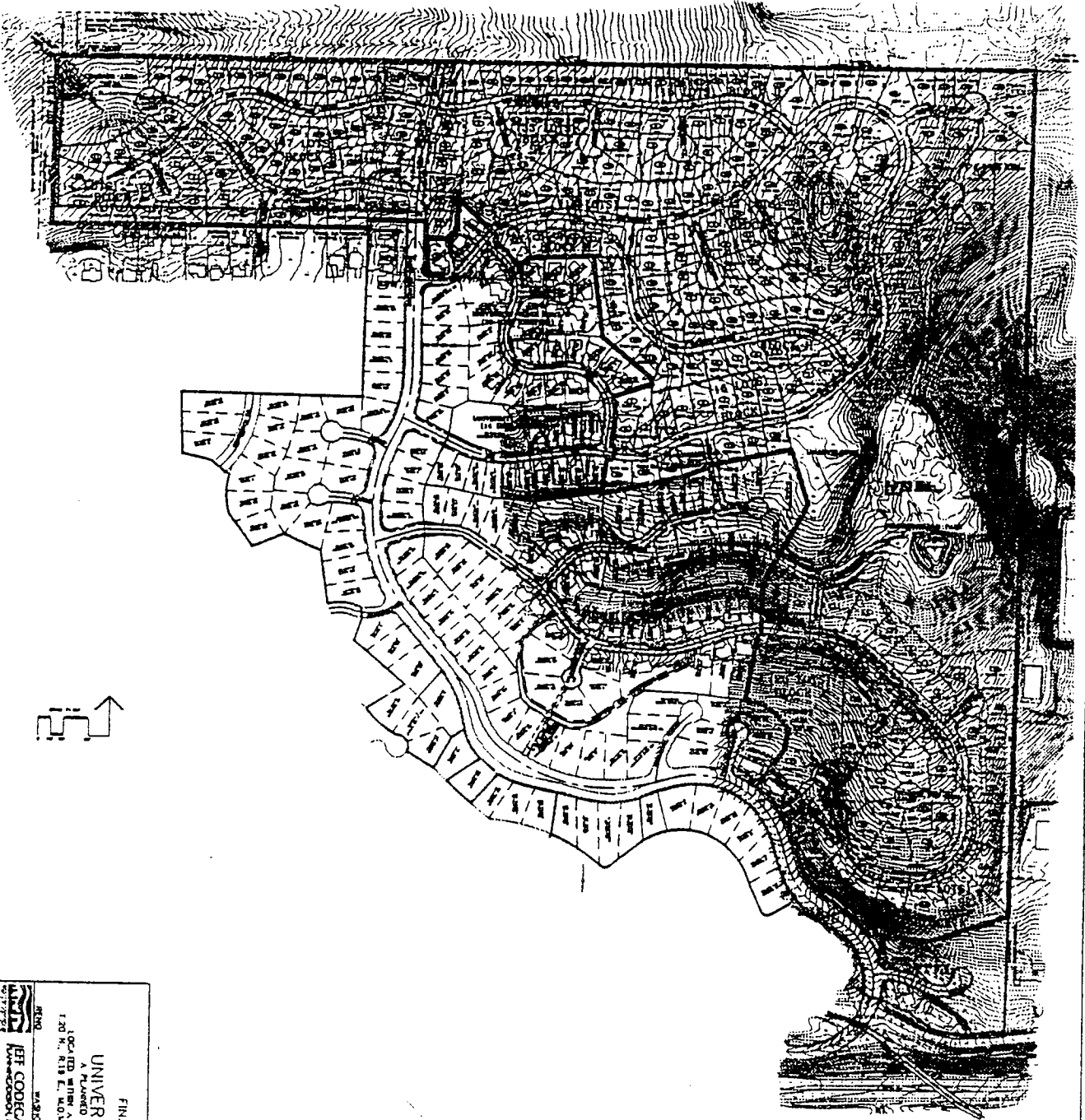
P.U.D. STANDARDS

Final Plan

²⁶
APRIL 1996 -

Effective & Recorded

Case No 56-92



FINAL PLAN
 UNIVERSITY RIDGE
 A SUBDIVISION
 1.20 AC. SITE E. M.O.A. WASHINGTON COUNTY, GEORGIA
 PREPARED BY
JEFF CODRICA
 ARCHITECTS
 1000 ...
 ATLANTA, GEORGIA

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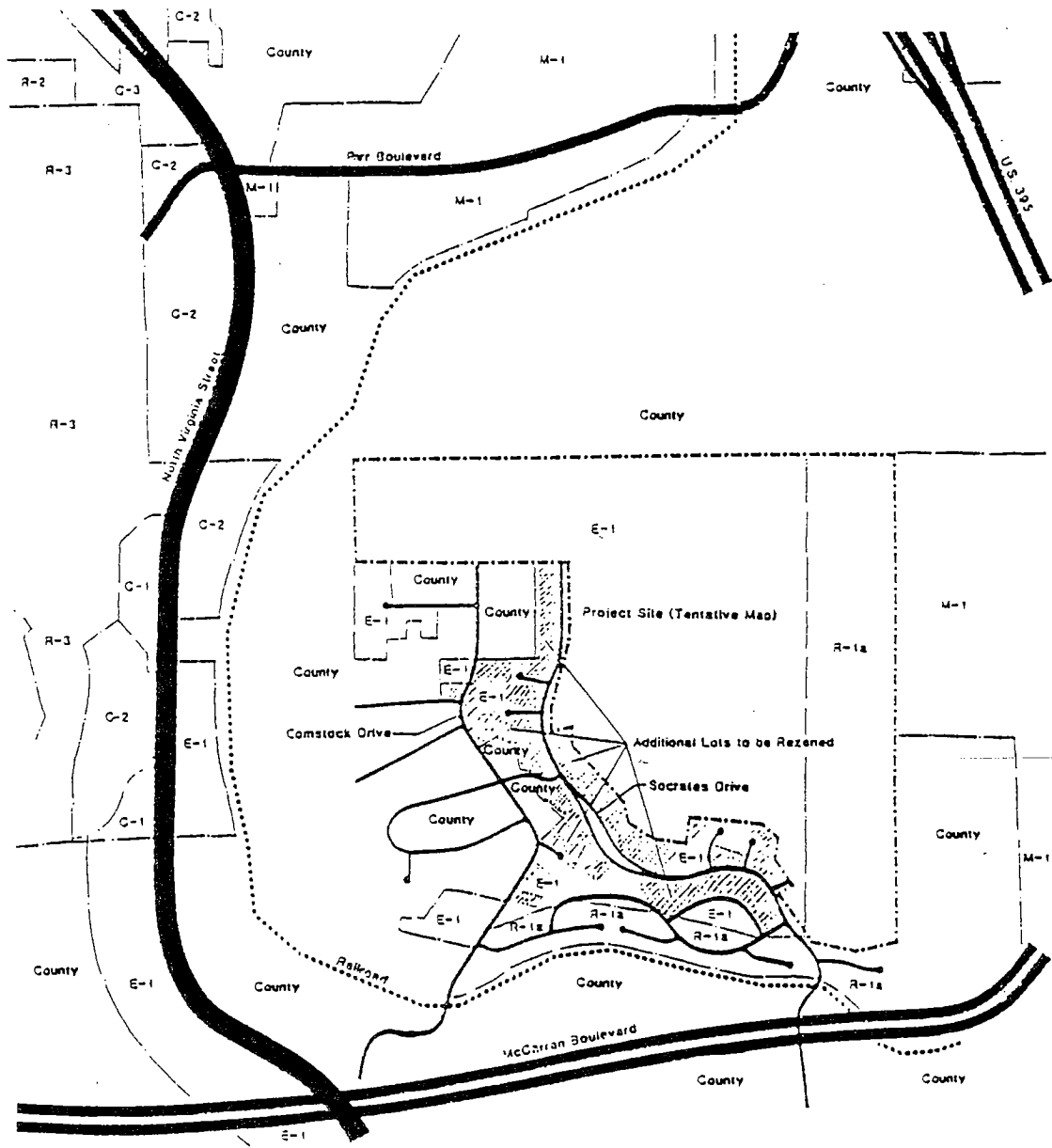
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Project Description

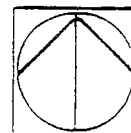
University Ridge encompasses about 179 acres that are master-planned for 403 single family homes. The location of the project is shown on the following page. The site is the undeveloped portion of a project that is known as "University Heights". It includes property that is both covered with final subdivision maps and some that is "acreage" (areas where a previously approved tentative map has expired). A more detailed discussion of the background of the subject property is found in the "Background/History of the Property" section of this application. Of note is the fact that the new plan has slightly fewer units (611) than the prior plan (638) – essentially the overall density is unchanged (now 2.4 versus the prior 2.5 dwelling units to the acre).

The previous "University Heights" project is redesigned to accomplish several purposes: (1) To better accommodate the hillside conditions, (2) To provide usable/improved open space (a public, neighborhood park) rather than an expanse of native ground, (3) To provide a more homogenous 'mini-estate' community of 8,000 to 15,000 + square foot lots over the previous concept that included 5,000 to 15,000 + square foot lots (three housing product types), (4) To 'clear the air' over what types/price ranges of housing will be provided on the site. With the previous applications, there was an intention or perception presented that rather expensive homes would be built in the project. Of course, this has not happened and is unrealistic from a market perspective, (5) To add new/different community design features to better 'tie' the project together, and (6) To develop a program to provide a public park for residents in the area that counters the difficulties the City of Reno has in providing such facilities with the advent of "AB 7", the recently adopted park tax bill that greatly diminishes this source of revenue.

Three application requests are being made to the City of Reno. The first is to change the zoning from R-1a and E-1 to Planned Unit Development (PUD). This includes some (85) of the existing University Heights (vacant) lots. This allows the applicant/developer to build the previously mentioned neighborhood park and then dedicate the facility to the City of Reno. This benefits the City because the \$600,000 to \$700,000 facility is being built against only about \$384,000 in residential construction tax credit. The developer and University Ridge/Heights residents benefit from having the local park. Second, approval is sought for the 403-unit tentative subdivision map. Finally, an amendment to the master plan is requested as it relates to the street system in the area. Specifically, two changes are proposed: (1) To reduce the classification of Socrates Drive from a minor arterial to a residential collector street, and (2) to eliminate the proposed extension of "Omega Drive" from the project boundary to North Virginia Street. Both of these changes are warranted based upon reevaluation of the situations



1. Location Map



involved and have been endorsed by Regional Transportation Commission staff.

The table below presents a statistical description of the project:

Table 1
Development Statistics

Lot Area	128.6± acres
Unit Yield	403 d.u.
Average Lot Size	13,900± s.f.
Minimum Lot Size	8,000 s.f.
Minimum Lot Width	70 feet
Minimum Front Yard Setback*	10 feet
Minimum Driveway Length	20 feet
Minimum Side Yard	5 feet
Minimum 'Exterior' Side Yard**	15 feet
Minimum Rear Yard	20 feet
Street Right-of-Way	23.6± acres
Open Space	26.8±
Common Open Areas	13.2± acres
Neighborhood Park	12.5± acres
Private Drive/Access	1.1± acres
Total Area	179± acres

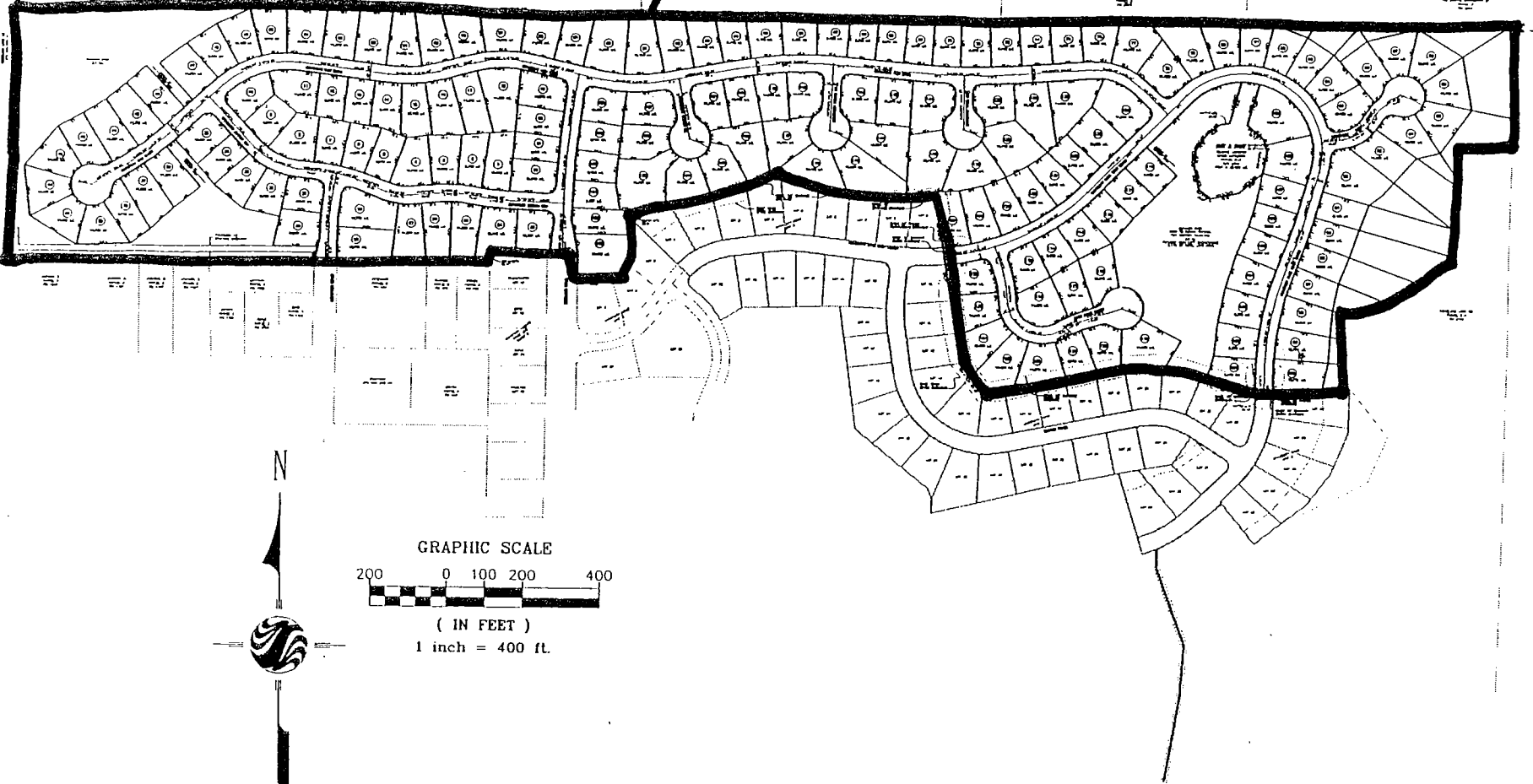
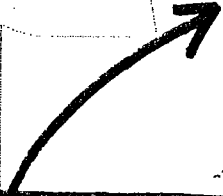
* Note additional standards/requirements are presented later.

** Exterior Side Yard means the area between the side wall of a building and the property line abutting a street right-of-way line on corner lots.

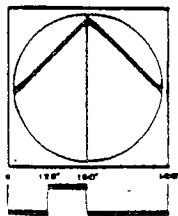
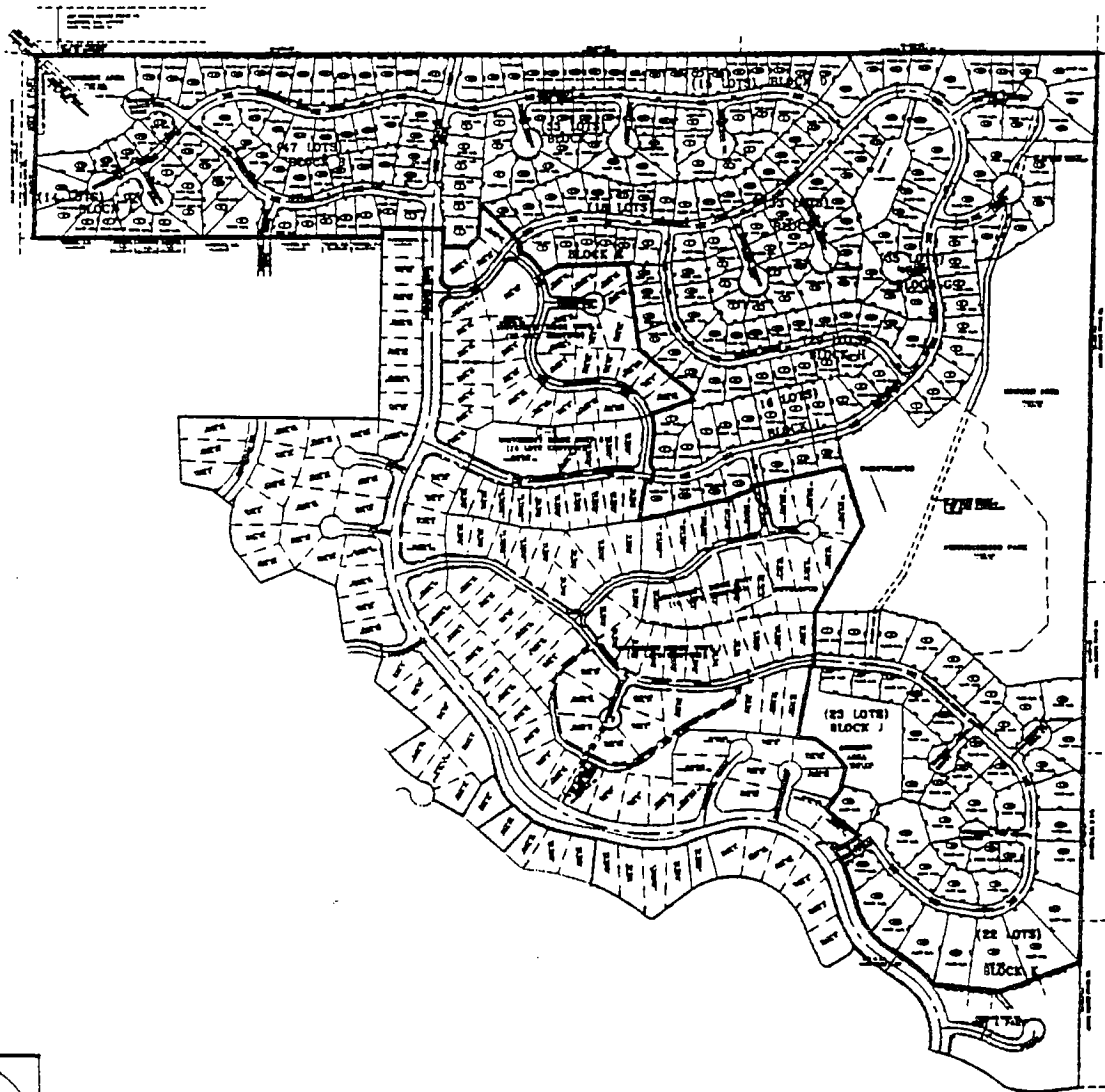
The exhibits on the following pages describe the project.

Please Note: On October 22, 2003, the Reno City Council approved ± 8.3 acres of common space to be located within Units 7 and 9-15 (refer to the attached map 3A).

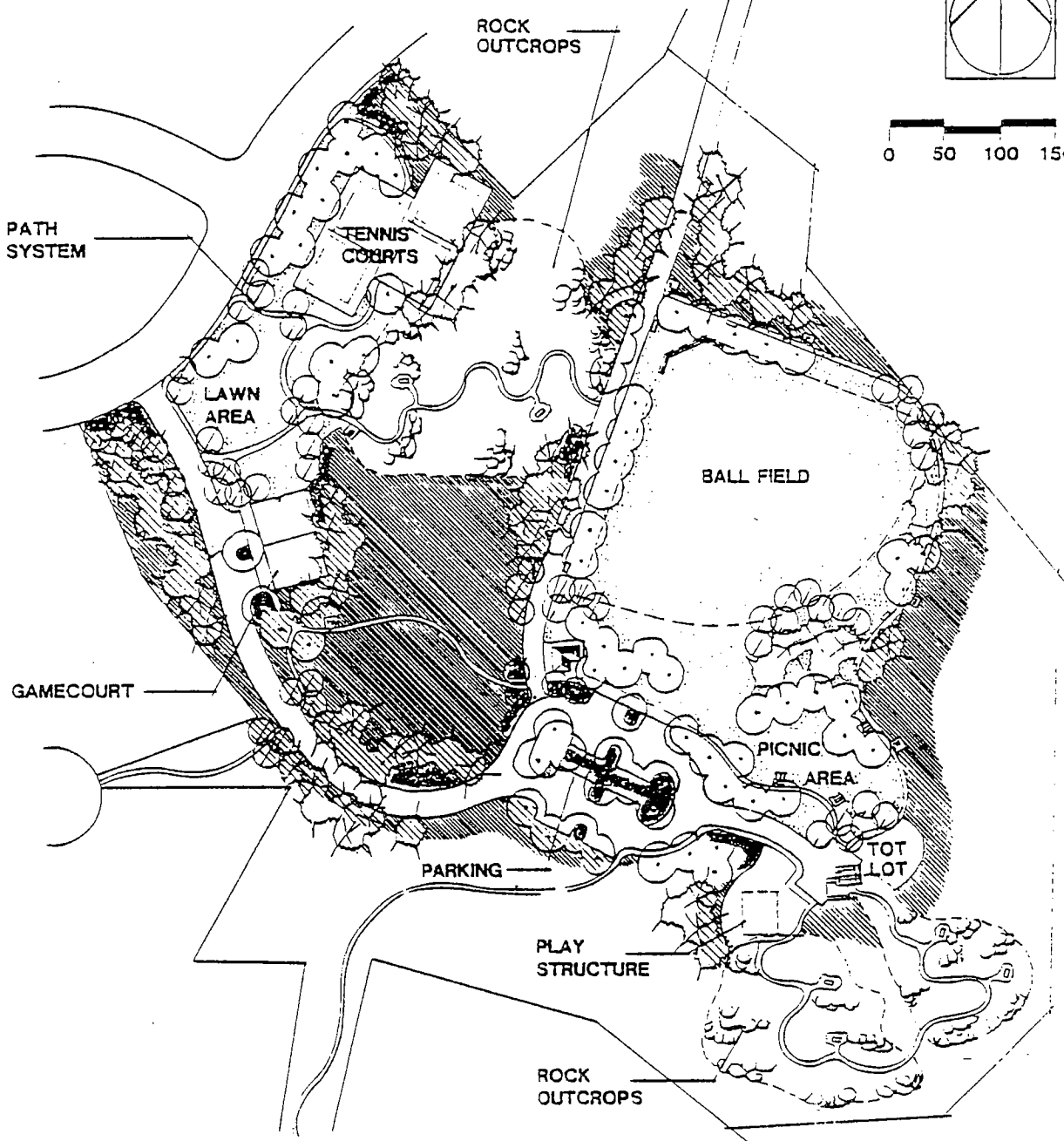
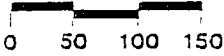
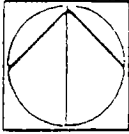
Units 7 and
9-15



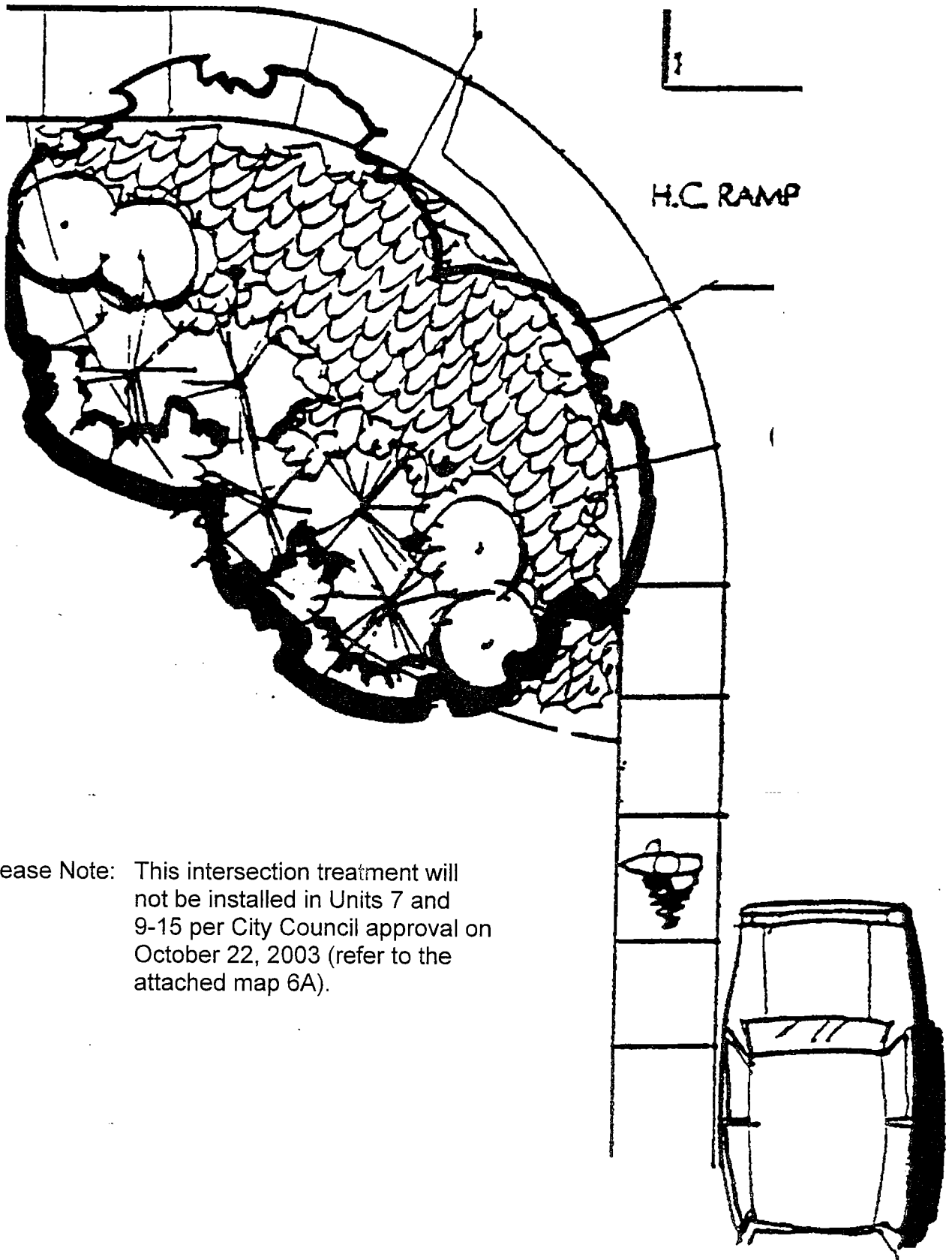
Map 3A



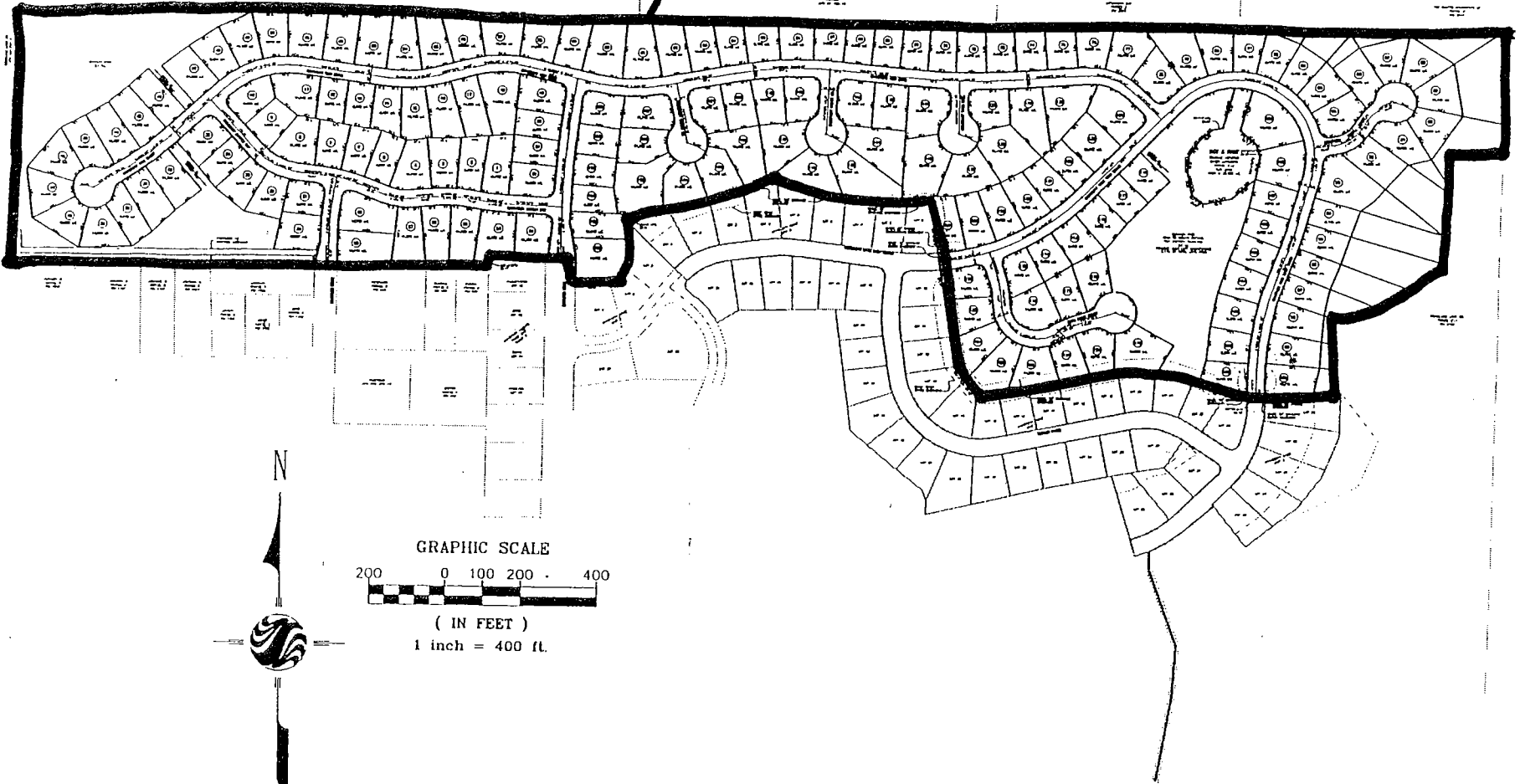
2. Development Plan



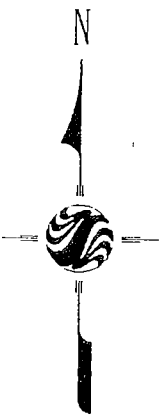
3. Neighborhood Park Plan



Please Note: This intersection treatment will not be installed in Units 7 and 9-15 per City Council approval on October 22, 2003 (refer to the attached map 6A).



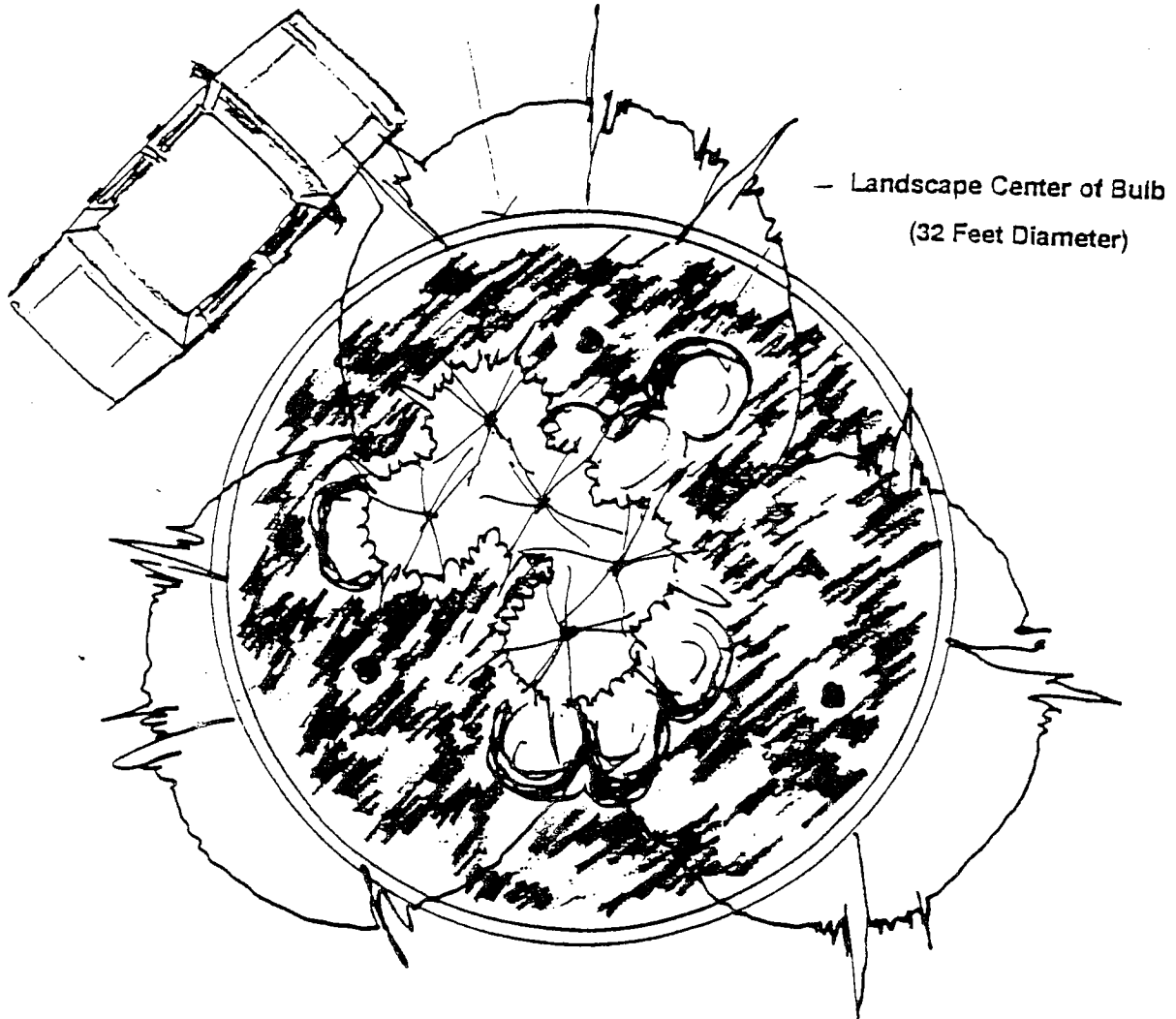
Units 7 and
9-15



GRAPHIC SCALE
200 0 100 200 400
(IN FEET)
1 inch = 400 ft.

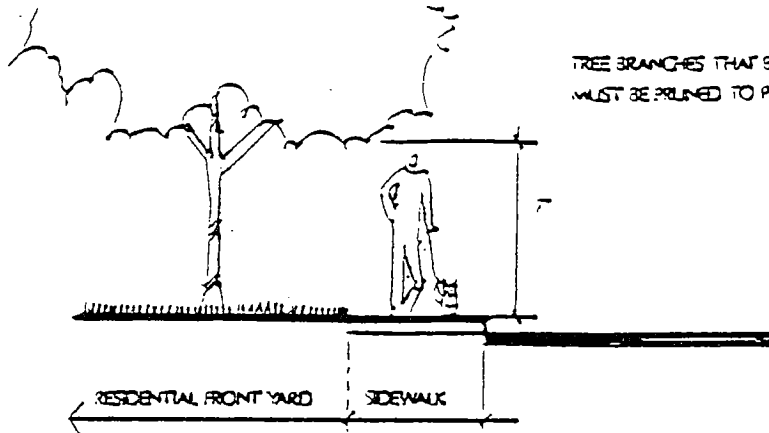
Map 6A

Landscape Easement in favor of
the Homeowners Association

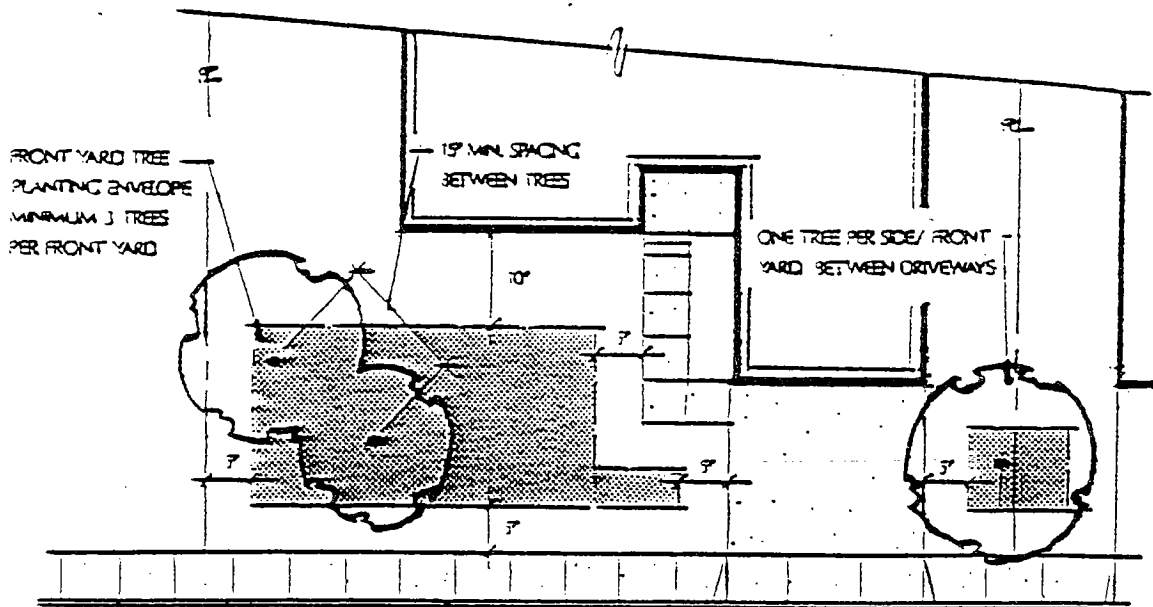


Reduces Paved Area & Creates
Visual 'Amenity' at End of the
Street

5. Cul-de-Sac Treatment



TREE BRANCHES THAT EXTEND OVER SIDEWALKS MUST BE PRUNED TO PROVIDE MIN. 7' CLEARANCE



RECOMMENDED TREE LIST

Deciduous: minimum size at installation to be 50% 1" cal., 50% 2" cal.

- Acer spicata - Sugar Maple
- Crataegus laevigata - Hawthorn
- Elaeagnus angustifolia - Australian Olive
- Koeleria paniculata - Golden Rain Tree
- Malus species - Crabapple
- Rhus glabra - Smooth Sumac
- Sorbus aucuparia - European Mountain Ash

Evergreen: minimum size at installation to be 6' height.

- Juniperus virginiana 'Cloressiniola' - Hillscore Juniper
- Juniperus v. 'Seyrockii' - Seyrock Juniper
- Juniperus scopulorum - Rocky Mountain Juniper
- Pinus edulis - Pinyon Pine

UNIVERSITY RIDGE

FRONT YARD TREE PLANTING CONCEPT

MARCH 1996

6. Front Yard Tree Planting Concept

NOTE:

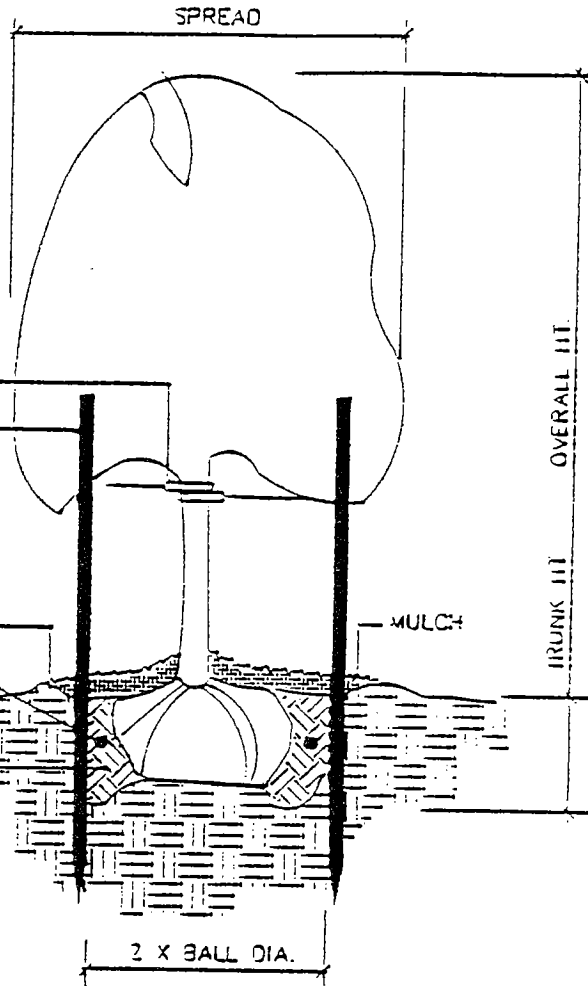
- PLANT SO THAT TOP OF ROOT BALL IS EVEN WITH THE FINISHED GRADE
- PAINT ALL CUTS OVER 1" DIA.

ANCHOR BELOW FIRST BRANCHES
 2 STRAND TWISTED 12 GAUGE
 GALV. WIRE ENCASED IN 1" DIA.
 RUBBER HOSE

TREATED WOOD STAKES
 (3) STAKES EQUALLY SPACED
 DRIVEN (MIN. 18") FIRMLY
 INTO SUBGRADE PRIOR
 TO BACKFILLING

FORM 6" WATERING BASIN

SPECIFIED PLANTING MIX
 WATER & TAMP TO
 REMOVE AIR POCKETS



NOTE:

- TREES MUST STAND UPRIGHT WITHOUT STAKES TO BE ACCEPTABLE
- TEST DRAINAGE OF ALL PLANT HOLES PRIOR TO PLANTING. DO NOT PLANT IF HOLES DO NOT DRAIN WITHIN 12 HRS.

TREE PLANTING

SCALE: NOT TO SCALE

UNIVERSITY RIDGE

FRONT YARD TREE PLANTING DETAIL

MARCH, 1996

7. Front Yard Tree Planting Detail

The street trees shall be as indicated on page 8 and 9 and shall be installed prior to a Certificate of Occupancy for each house.

Watering Techniques

The soils found at University Ridge are generally clayish and susceptible to erosion. The following watering techniques are recommended to reduce the effects of erosion.

1. Use drip irrigation to water trees, shrubs, and individual groundcovers
 2. Use low angle low precipitation rate sprinklers to water sod lawns on level ground
 3. Use low angle, very low precipitation rate sprinklers to water seeded revegetation on slopes.
 - .1 to .3 inches/hour for bare soil
 - .3 to .5 inches/hour for soil with a regetative ground cover
-

8. Watering Techniques

Development Standards

A variety of development standards for University Ridge are presented in this chapter. These standards are designed to ensure the project develops in a cohesive and sensible fashion. Specific topics include: grading and erosion control, landscaping and recreation, building setback standards, architecture, and conditions, covenants and restrictions (CC&Rs).

Grading and Erosion Control

A comprehensive set of grading standards have been developed for University Ridge. As stated earlier, one of the paramount reasons for redesigning the previous "University Heights" project is to improve the grading conditions -- at present it is both very expensive and "visually imperfect" to develop some of the 'existing' lots.

The objective of these standards is to ensure the final result 'works with' the topographic conditions that exist on the site. Proper grading techniques call for attention to a complex set of factors -- existing gradient, the topography of adjoining parcels, drainage considerations, location of structures on the lot, whether the lot slopes uphill/downhill/sidehill, driveway location, view considerations, and construction techniques (eg. flat, stepped foundation, daylight basement, etc.). Thus, a range of solutions or standards are proposed for the various site conditions. The use of "contour grading" where manmade or altered land forms are graded with undulating and curvilinear slopes (rather than long, continuous, and monotonous slopes) and slope rounding (rounding off the tops and toes of slopes to provide less abrupt or 'softer' transitions) will be used where warranted (on the taller, longer and/or more visible slopes).

Please note that the accompanying tentative map shows "pad" elevations for the lots, but no slopes with gradients of 3:1 or steeper are shown on the plat (they are prescribed in the grading details/standards on the cover/detail sheet) even though these slopes will be used in some cases as shown in the following figures that illustrate the lot grading standards. This is done because house plans will be developed that specifically address the site conditions (to minimize/optimize grading) and without these house plans, showing 3:1 or steeper slopes is extremely speculative. Rather, these grading standards will be used to ensure the grading is prudently accomplished.

Definitive grading/erosion control/slope stabilization plans will be provided at the final map stage. The final plans will also depict the 'official' setbacks.

open space easements, and 'atypical' fence locations which are integral to prudent site grading. Each final map will require that prior to building permit application, each lot's site plan be reviewed for conformance to the final plan's approved grading/erosion control/slope stabilization techniques by the engineer responsible for the final plans. The final 'CC & Rs' will require that a grading/erosion control/slope stabilization plan be submitted to the architectural committee for approval/denial and then, after approval by the architectural committee, to the City of Reno with the building permit application. The following general grading/erosion control standards and the subject final plan's specific requirements constitute the basis for review and approval.

Hillside Adaptive Housing

One of the best ways to minimize grading and to maximize environmental sensitivity is to use "hillside adaptive" architecture. With this technique, topographic changes are accommodated, either totally or partially, by 'stepping' the housing up or down the hillside. This reduces or eliminates the need to use alternative hillside construction techniques such as extensive cut and fill slopes, and retaining walls. The table below presents an overview of the hillside adaptive housing standards. Note that these standards, along with the other grading standards, are illustrated in Figures 9 through 20.

Table 2
Hillside Adaptive Architecture

Gradient Across Building Envelope*	Construction Standards
0% - 10%	No Special Requirements
5% - 20%	Half-Story Splits or a series of Smaller Splits**
15% - 30%	Full-Story Splits or a series of Smaller Splits**
25% - 50%***	Full-Story Splits plus Slope Treatments or Special Construction Techniques (eg. Pole Foundations, Shallow Daylight Basements, etc.)**

* Overlap is provided among the gradient categories because it is only one of many complex factors that must be considered.

** Alternatives or refinements to these standards can be considered and some are depicted in the accompanying illustrations.

*** Lots that have gradients toward the upper end of this range are primarily lots that are the result of the previous "University Heights" construction.

Contour Grading

Often in hillside areas, a flat pad type of grading is used that results in an artificial stairstep pattern of flat lot, side slope, flat lot, side slope, etc. The terrain's rounded, varying appearance is lost with this style of production. A more sensitive grading technique is being implemented in University Ridge which, rather than creating a "manufactured" or artificial appearance, softens slope edges and uses varied gradients. Where graded areas change slope or meet natural grades, smooth gradual transitions of the slopes are created which form a less altered appearance. Abrupt changes in slope at the tops and bases of slopes are replaced with rounded, "softened" edges used to create more natural appearing contour. This technique is called "contour grading".

By utilizing varying slopes and undulating contours, the graded areas blend gradually into the natural terrain. The use of contour grading in University Ridge will help preserve the natural form of the hillside. After rough grading, the shaping of the slopes and any slope treatments will occur. The final product will be a project that works with the terrain, complementing the natural landforms.

View Considerations

The University Ridge site offers a variety of dramatic viewsheds -- primary are those of the city below to the south and the mountain backdrop to the west and south. These views are a key consideration in the positioning of homes because they command a great value in the housing market. The placement of homes on the site, in conjunction with grading/relative homesite elevations, is used to optimize the view potential. In some cases, a little more grading might be done to better protect or enhance views by establishing proper height relationships between homes. Homes can also be situated to allow "view windows" between homes.

Planting Techniques

Certain disturbed slopes in common areas and those that are in easements in favor of the homeowners association may require planting for erosion control and aesthetic purposes. The soil and vegetation conditions at University Ridge are sensitive. Development of a thorough revegetation specification will be prepared prior to construction. The following guidelines suggest the approach that will be used in preparing those specifications.

Where feasible (where rock is not present), the topsoil and surface brush will be stockpiled and respread on cut and fill slopes. This not only provides a better medium for plant growth and establishment, this soil also contains native seed and organic matter that will grow and aid in establishing cover.

When this is not feasible, imported topsoil should be spread, keyed and compacted on all cut and fill slopes. This may also be native soil amended

and mulched with punched-in-straw or a similar material. In either case, a roughened surface with a sheeps-foot roller or equal is desirable for establishing an adequate seed bed.

The site is low in fertility and the soil needs are best determined by soil nutrient tests. Fertilizers will be added based on a soil test. Other amendments may also be needed -- such as gypsum or sulphur.

Seeding will be applied in order to revegetate areas scarred from construction. Seed types will be selected to provide effective erosion control and improve aesthetic and wildlife values. Some typical erosion control seed types are:

Fairway crested wheatgrass
Bottlebrush squirreltail
Indian ricegrass
Alkali saccoton

Selected, hardy shrubs will be used at entry areas and other key locations of the site that have predominant visual exposure. The shrub material selected will be competitive, drought tolerant and be ideal for slope planting. Some examples are:

Chysothamnus (sp.), Atriplex (sp.), Rosa acicularis, Rosa setigera, Salvia (sp.), Shepherdia (sp.), Spirea (sp.), Barberis (sp.), Rhus (sp.), Archtustaphylos uva-ursi.

A permanent or temporary irrigation system, as needed, will be installed to augment natural precipitation and aid in the establishment of woody material.

Slope/Rock Outcrop Easements

Where long and relatively steep slopes exist at the rear of lots, particularly on 'downhill lots' where a homeowner does not 'see' the back of the lot, open space easements will be placed over the subject area in favor of the homeowners association. Then, these usually sensitive slopes can be kept free of "clutter" and be assured of a proper maintenance program. Please note that these slopes will be designed to be relatively natural and maintenance-free so that homeowners are not unduly burdened and the likelihood of substandard maintenance is small.

The homeowners association will also be responsible for the 'maintenance' (which should be minimal -- occasional pick-up of litter should be required) of rock outcrop groupings that are to be saved with development of University Ridge. This excludes the three areas of rock outcroppings that are located in the neighborhood park site. These three clusters of rocks will become a significant feature of the public park. The primary rock formation that will be controlled by the Association is that which occupies the highest point of the subject property, in its northeast corner. Also, note that there

are a couple of rock outcroppings in the central/western portion of the site that will be removed because with the construction of housing they will be hidden and thus afford no view/community benefits.

Mechanical Stabilization

Due to the highly diverse topography within the project limits, many alternate slope stabilization practices will be used. Areas located within the common areas but not affected by any land disturbing activities will remain in their natural state (other than limited enhancement planting such as wild flowers). Areas located within the common areas and where land is disturbed will be stabilized as follows:

1) Slopes flatter than 2:1 will either be landscaped or planted with a seed mixture approved by Washoe Storey Conservation District. Permanent or temporary irrigation systems will be used if conditions warrant.

2) Slopes steeper than 2:1 will be mechanically stabilized using rocks found on the site. Slopes which approach 1:1 will have the base layer of rocks anchored so as to prevent the rocks from sliding down the hill. Plant material and terracing will be incorporated where practical to soften the slopes.

3) Due to the rocky nature of the soil, a cut slope exposing stabilized rock may remain steeper than 1:1. All rocky slopes with gradients steeper than 1:1 will be approved by the soils engineer, the project engineer and the Washoe Storey Conservation District.

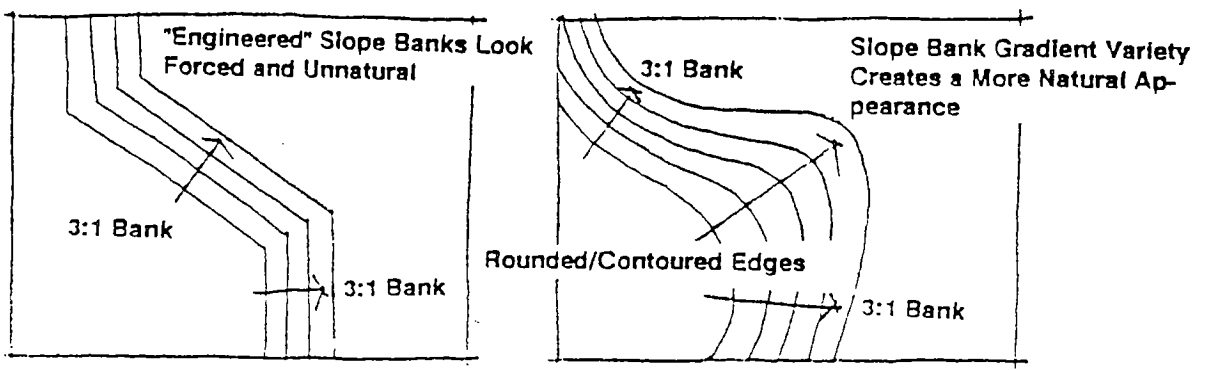
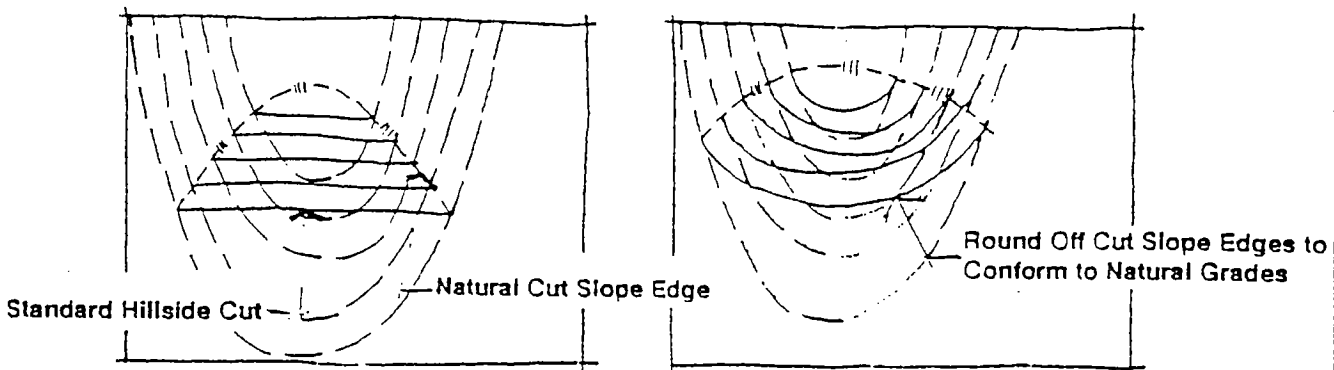
Slopes located on lots will generally be 3:1 or flatter. Slopes steeper than 3:1 shall have an approved seed mixture applied in the form of hydromulching or use of other suitable techniques. Slopes greater than 2:1 will be mechanically stabilized using the rock material found on the site.

Retaining walls may be required in certain areas. These retaining walls will generally be located in cut slopes and shall be constructed of or incorporate the use of rocks and wood to the degree possible. (Similar to the retaining walls used in Lakeridge Shores. These walls have proved to be effective retaining structures and blend well with the natural rock outcrops and slopes found throughout the area).

Grading of the lots will be accomplished as required for the construction of homes. Grading requirements will generally follow the FHA standards, with exceptions made on occasion to better reflect the site conditions. Elevation differences between adjoining lots will be taken up using either slopes, step footings, retaining walls, the use of split/multi-level homes or a combination of the above.

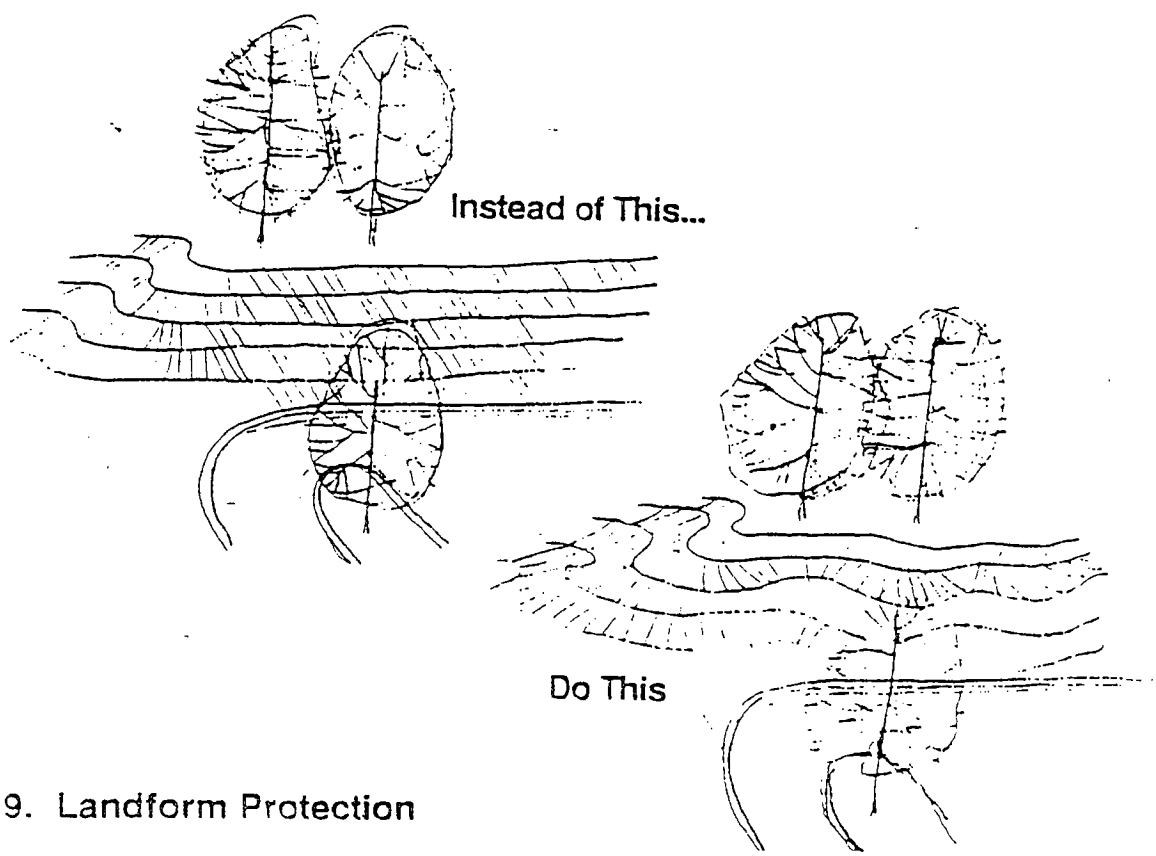
Drainage Issues

Lots will be graded to drain toward the street where practical. If common areas exist to the rear of the lots and conditions warrant, lots may be split drained to the front and rear. Earthen swales located in the common area will direct water as necessary. Lots requiring drainage to the rear of the lots will require concrete swales along or near property lines to direct water as necessary.



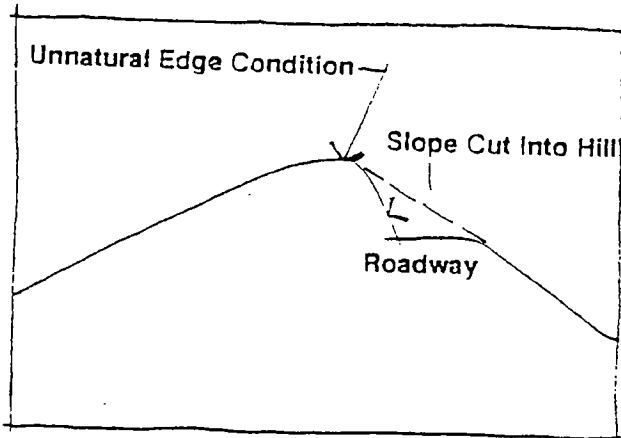
Instead of This...

Do This

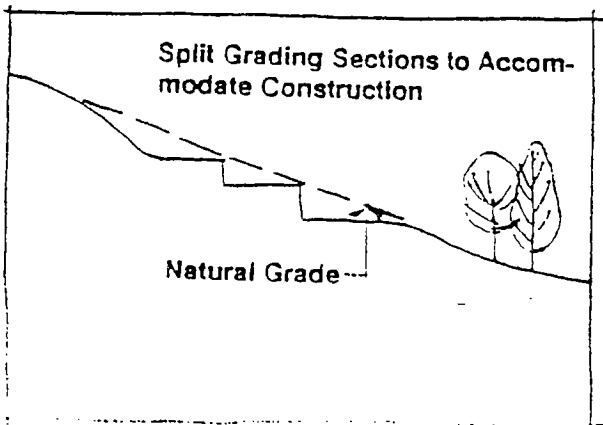
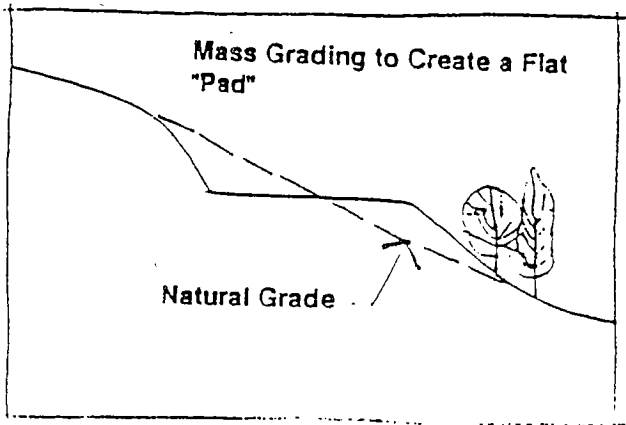
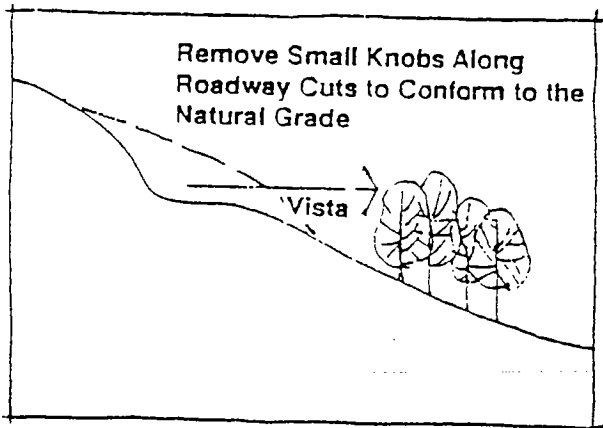
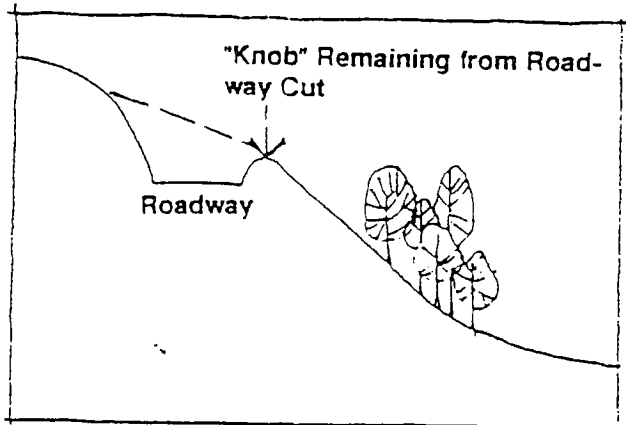
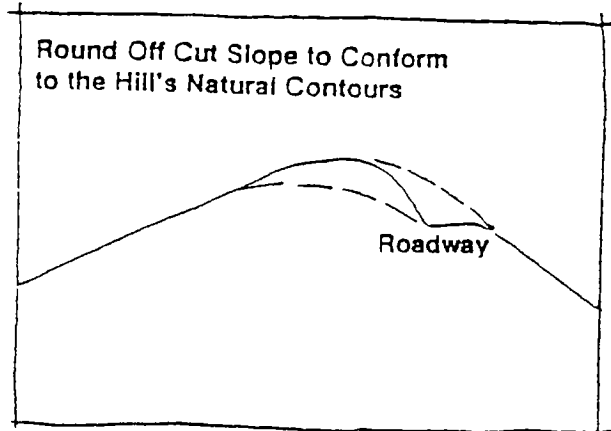


9. Landform Protection

Instead of This...

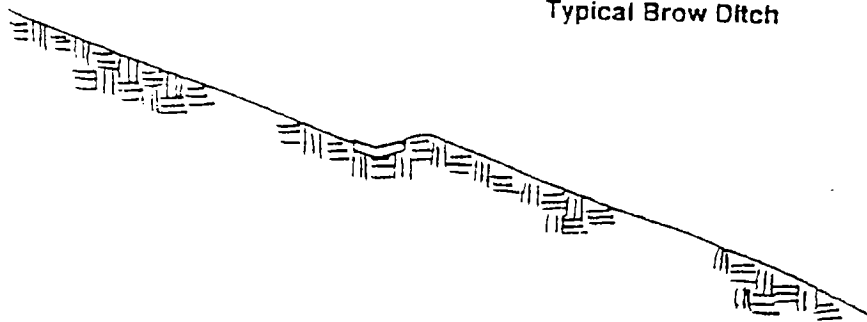


Do This

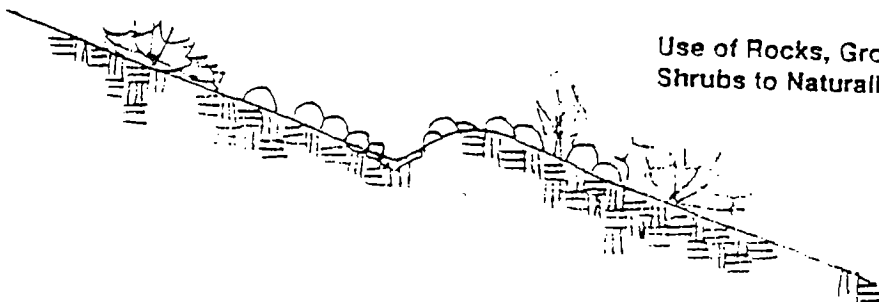


10. Grading Concepts

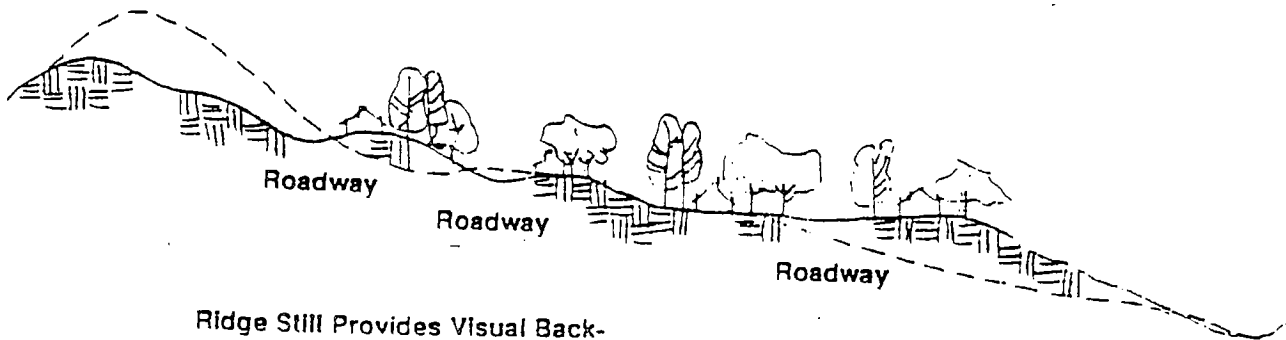
Typical Brow Ditch



Use of Rocks, Groundcovers or Shrubs to Naturalize Brow Ditch

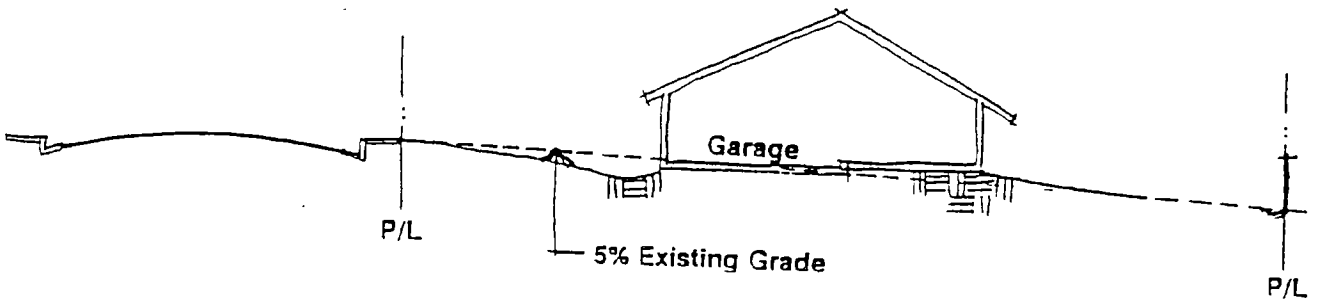


Ridge Still "Natural" - No Hint of Development from Below or Other Side of Ridgeline

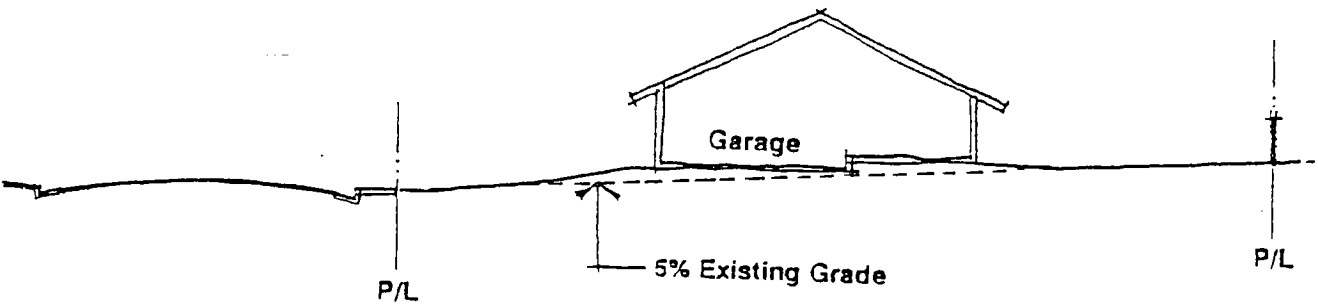


Ridge Still Provides Visual Backdrop for Structures

11. Grading Concepts

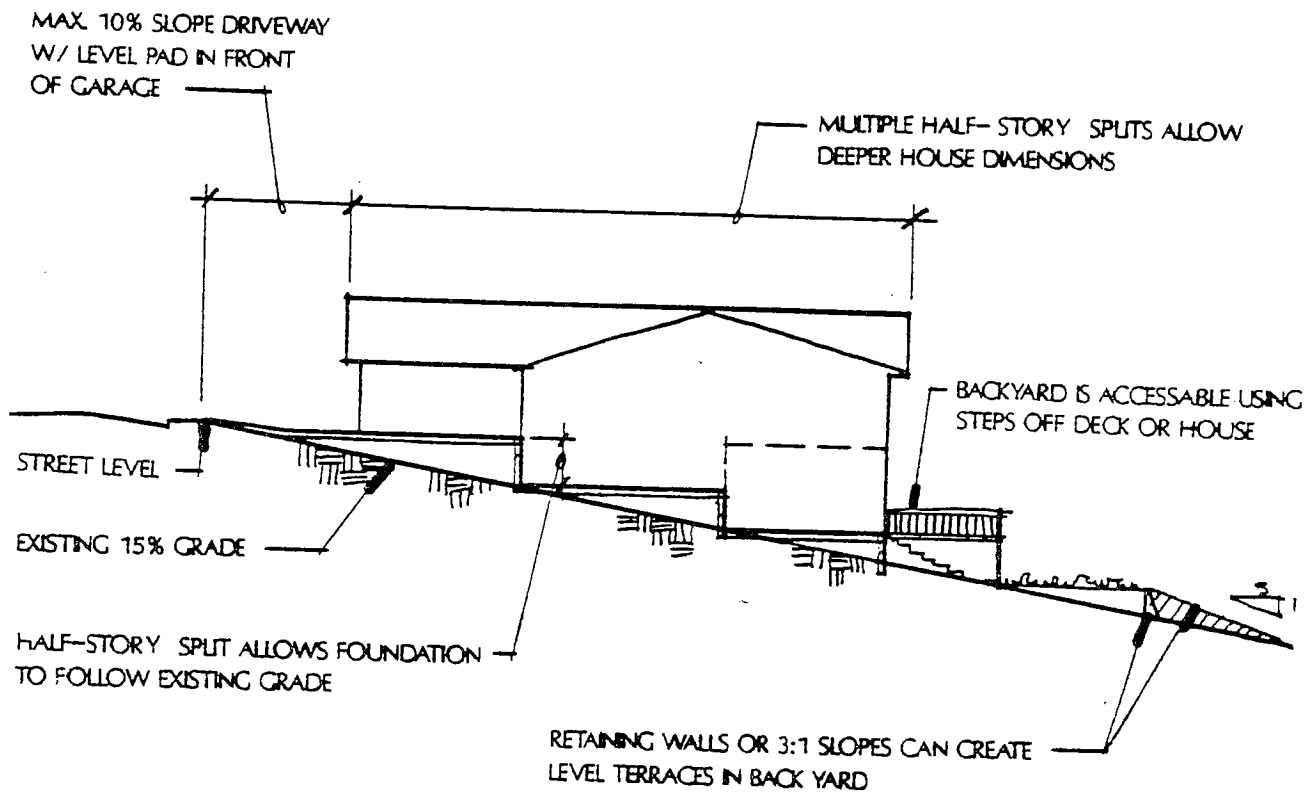


Downhill

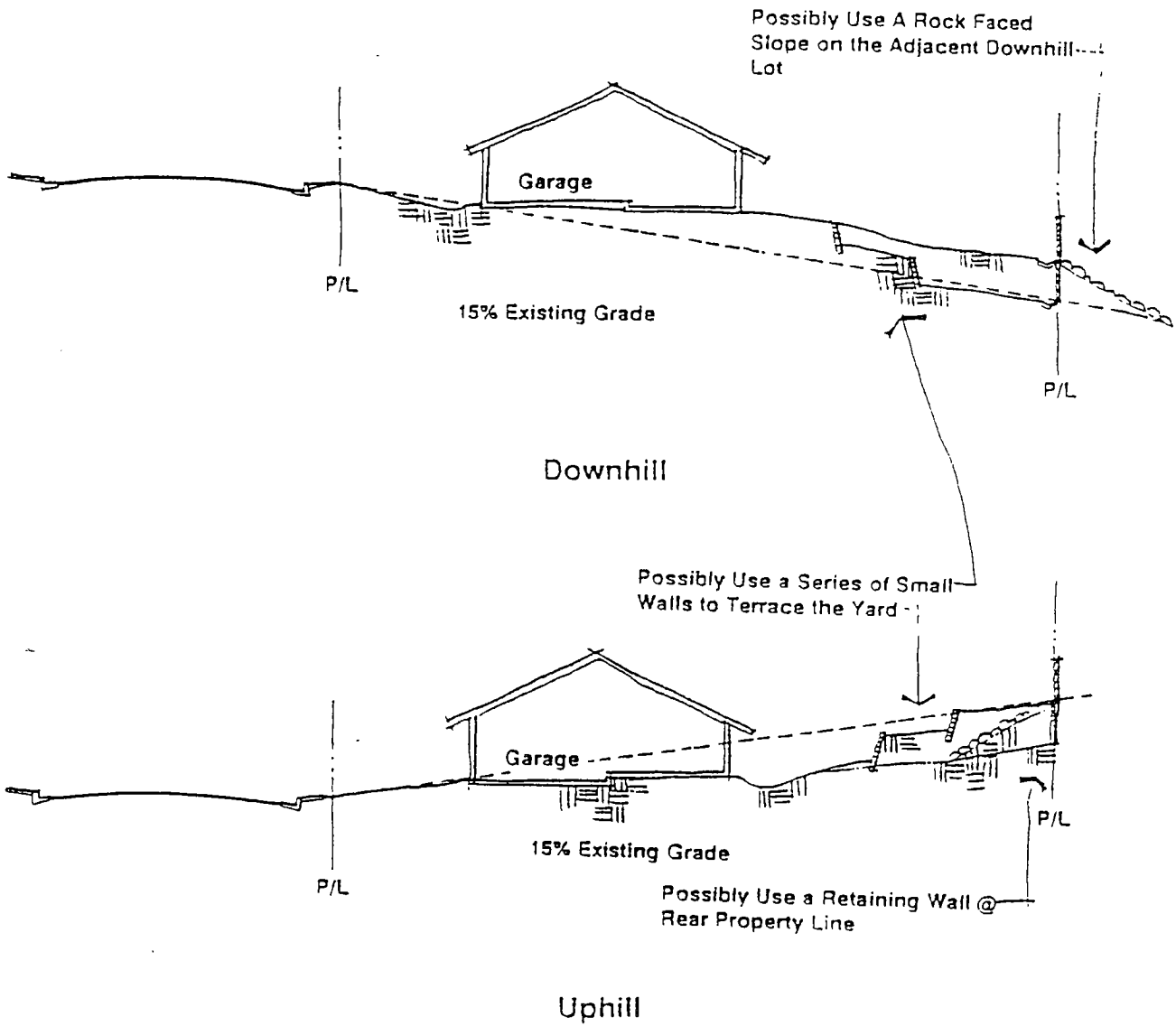


Uphill

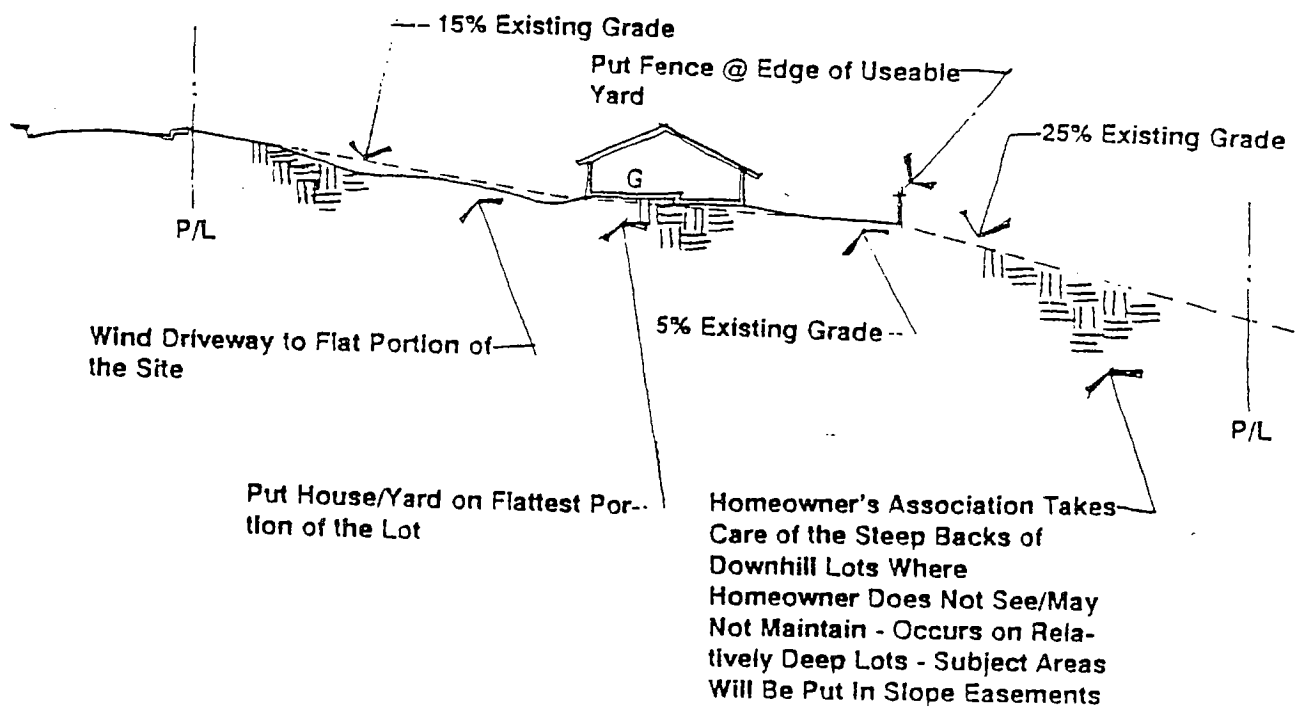
12. 0-10% Slope - No Special Treatment



13. 10% to 15% Slope With Half Story Split



14. 5-20% Slope - Use of Walls/Stabilization



15. 5-20% Slope - Alternative Structure Siting

SHORT DRIVEWAY WILL REDUCE
FILL WHERE DRIVEWAYS ARE
STRAIGHT-IN

10% MAX. DRIVEWAY WITH
LEVEL PAD AT GARAGE

STREET LEVEL

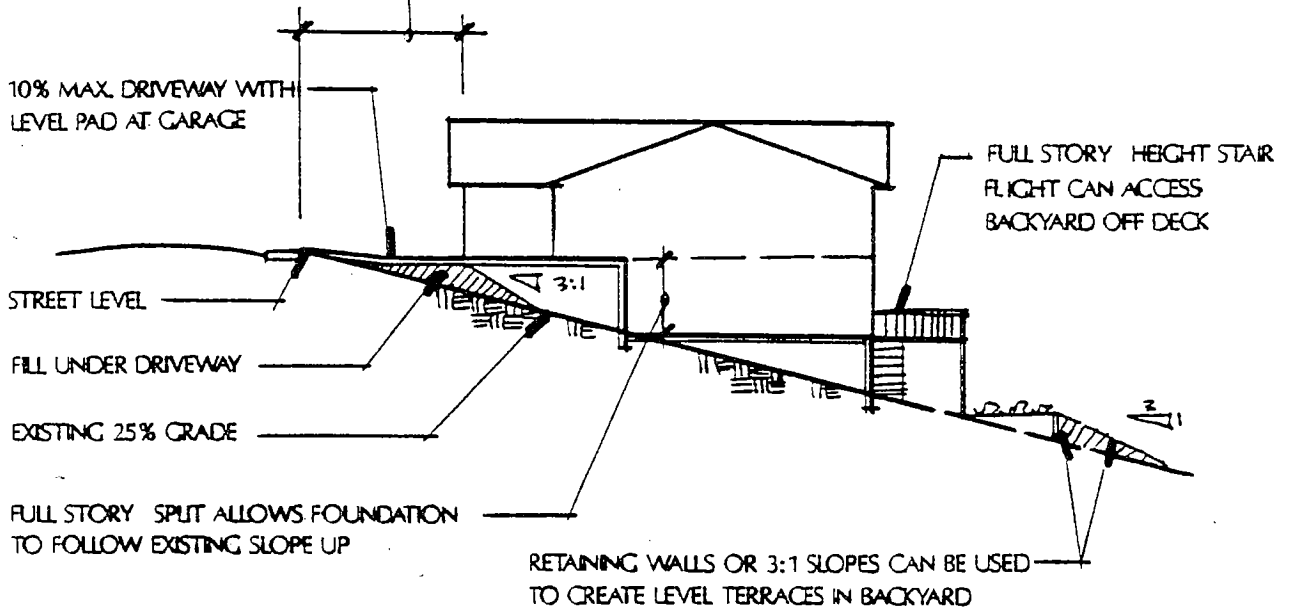
FILL UNDER DRIVEWAY

EXISTING 25% GRADE

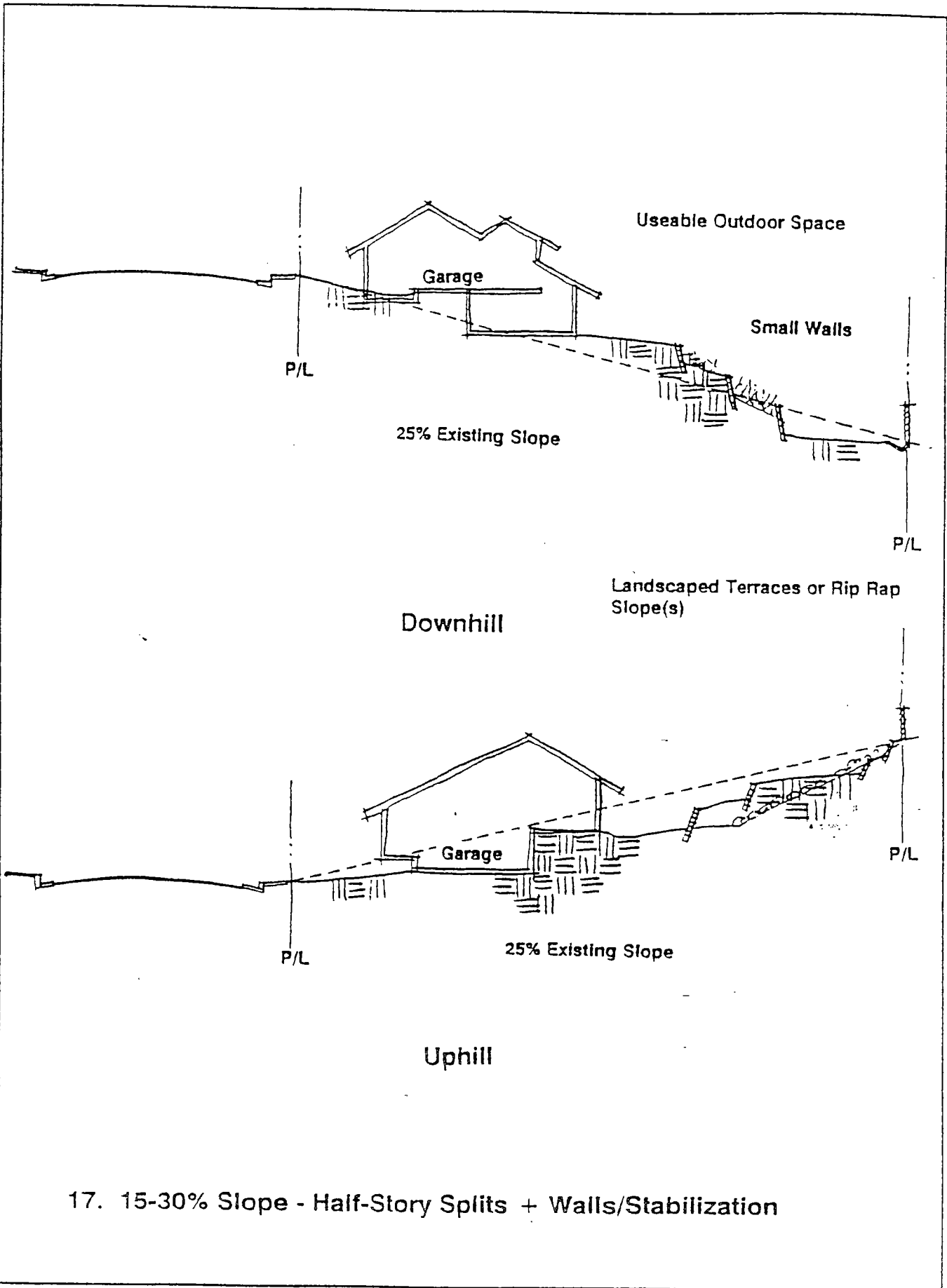
FULL STORY SPLIT ALLOWS FOUNDATION
TO FOLLOW EXISTING SLOPE UP

RETAINING WALLS OR 3:1 SLOPES CAN BE USED
TO CREATE LEVEL TERRACES IN BACKYARD

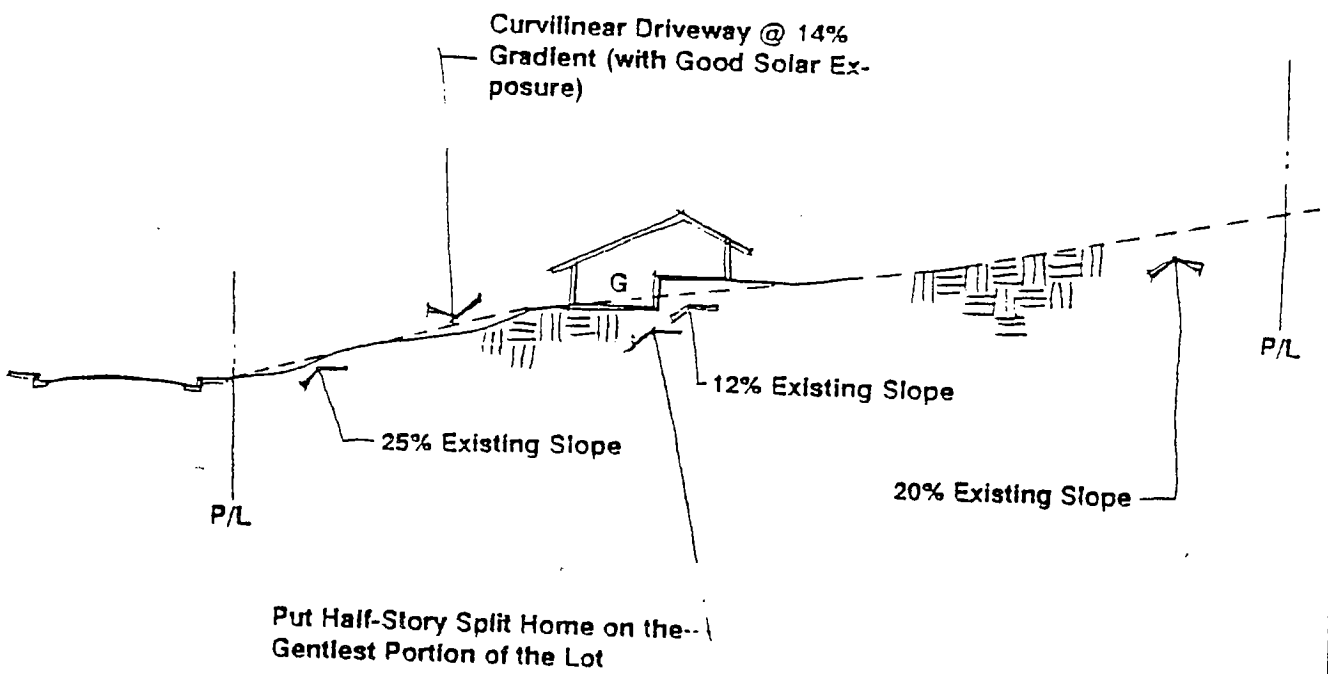
FULL STORY HEIGHT STAIR
FLIGHT CAN ACCESS
BACKYARD OFF DECK



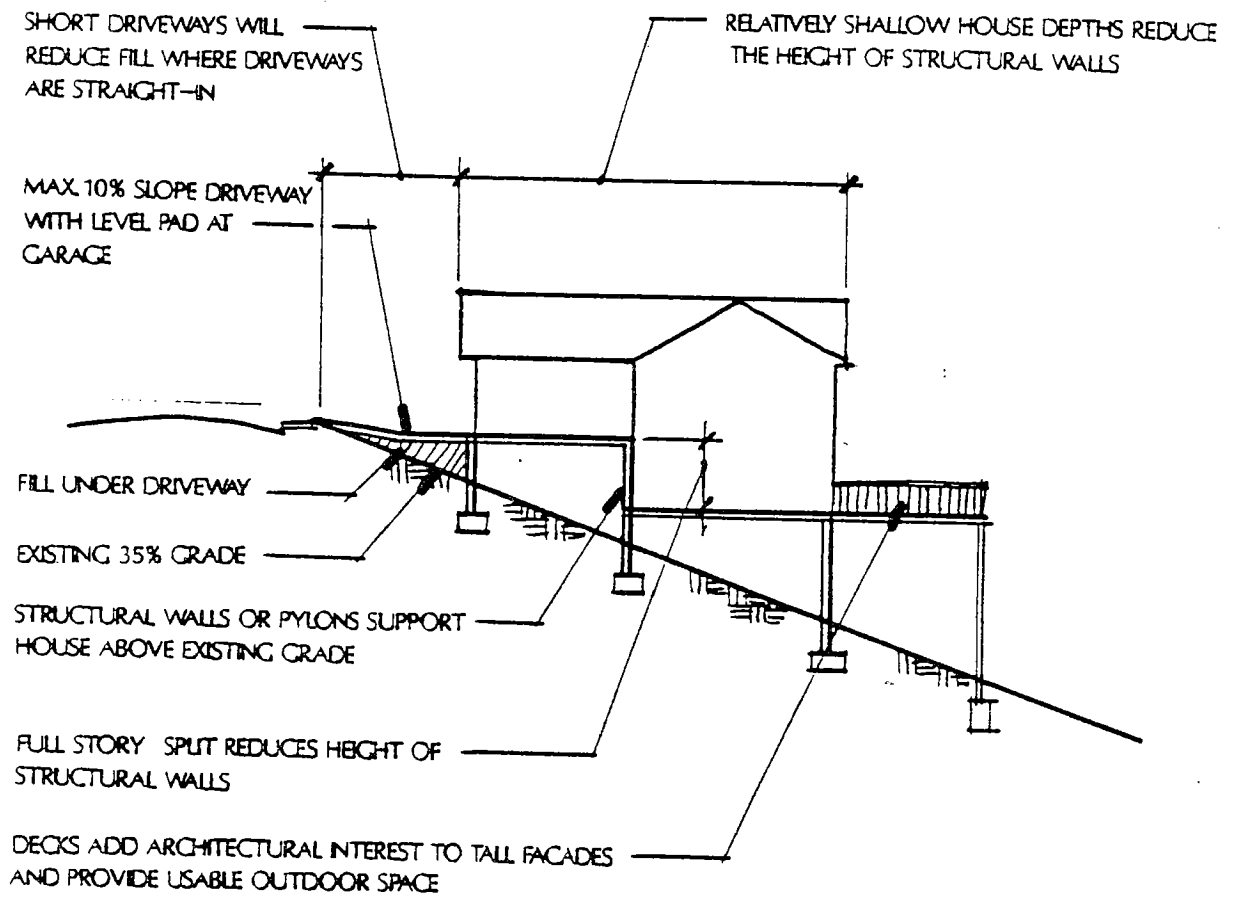
16. 15% to 25% Slope With Full Storey Split



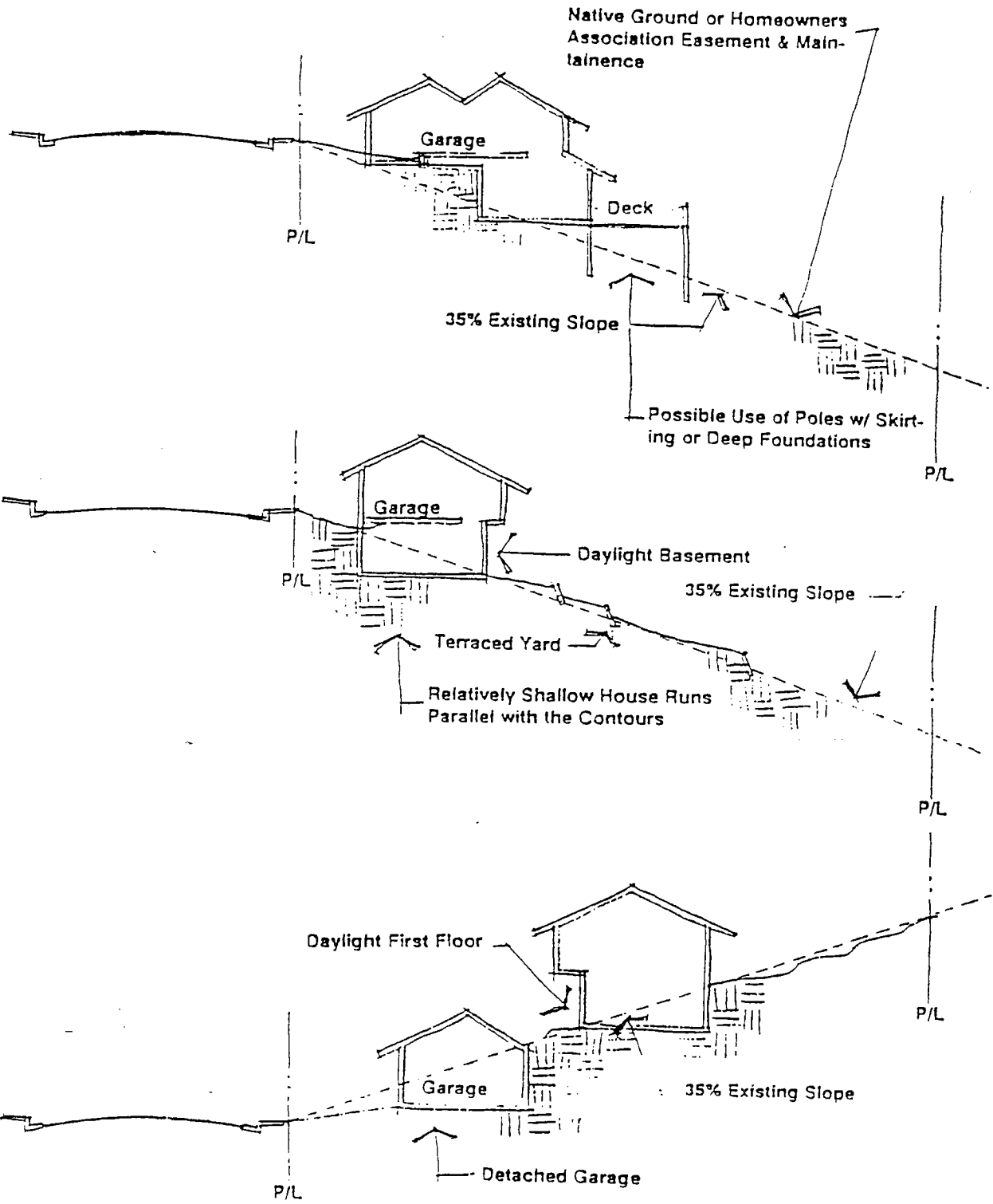
17. 15-30% Slope - Half-Story Splits + Walls/Stabilization



18. 15-30% Slope - Alternative Structure Siting



19. 25% to 50% Slope With Full Storey Split And Walls



20. 25-50% Slope - Special Techniques

TYPICAL SLOPE TREATMENT

Vegetated slopes within common areas which are disturbed by grading will be stabilized as appropriate and revegetated by seeding with a mixture of plant species selected to blend with the native, undisturbed, sage/grass plant community.

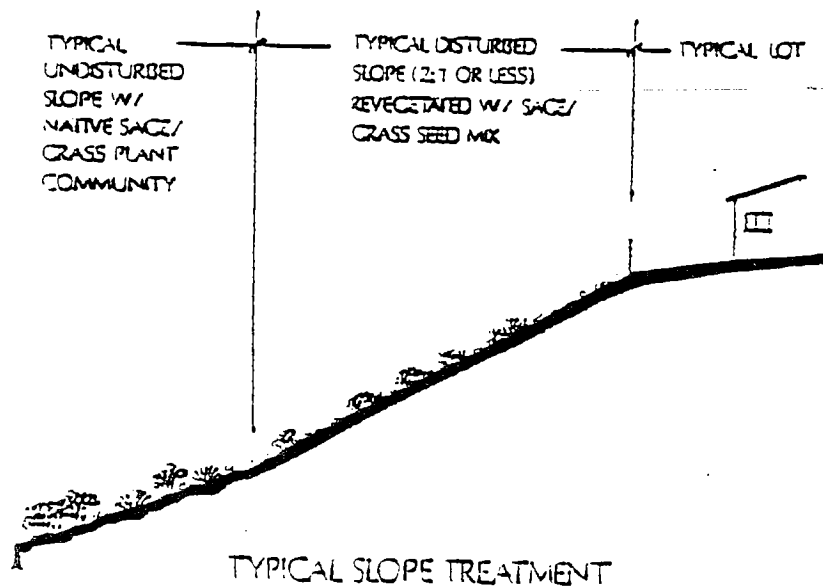
- Shrubs must be provided on all revegetated slopes
- Slope treatment/revegetation shall be installed prior to issuance of the first Certificate of Occupancy for appropriate final map and established within two years of the date of initial planting.

Plant species may include, but not be limited to:

- Crested Wheatgrass
- Streambank Wheatgrass
- Wild Ryegrass
- Wyoming Sagebrush
- Rabbitbrush

Typical revegetation procedures may include:

- When possible, seeding to occur in fall as "dormant" seeding to utilize natural winter moisture.
- Stripped/stockpiled topsoil to be applied over graded slopes.
- Seed to be applied by drillseeding or broadcast seeding followed by mulching with straw or hydraulically applied fibre mulch.
- Supplemental temporary irrigation to be applied as necessary for germination and establishment.



21. Typical Slope Treatment

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

BILL NO. 5104

ORDINANCE NO. 4595

AN ORDINANCE TO AMEND CHAPTER 18.06 OF THE RENO MUNICIPAL CODE, CONCERNING "ZONING", BY ADDING THERETO A NEW SECTION TO BE KNOWN AS 18.06.040(B).523 RELATING TO ±210 ACRES OF LAND LOCATED EAST OF NORTH VIRGINIA STREET AND NORTH OF MCCARRAN BOULEVARD, RENO, NEVADA, AS IS MORE PARTICULARLY DESCRIBED IN THE ATTACHED "EXHIBIT A", AND REZONING SAID PROPERTY FROM R-1A (SINGLE FAMILY RESIDENTIAL) AND E-1 (FIRST ESTATES) TO PUD (PLANNED UNIT DEVELOPMENT); TOGETHER WITH OTHER MATTERS PROPERLY RELATING THERETO.

SPONSORED BY: RENO CITY PLANNING COMMISSION

THE CITY COUNCIL OF THE CITY OF RENO DO ORDAIN:

SECTION 1. Chapter 18.06 of the Reno Municipal Code is hereby amended by adding thereto a new section to be known as Section 18.06.040(b).523 relating to ±210 acres of land located east of North Virginia Street and north of McCarran Boulevard, Reno, Nevada, and more particularly described in the attached "Exhibit A" and rezoning said property from R-1a (Single Family Residential) and E-1 (First Estates) to PUD (Planned Unit Development), the same to read as follows:

Sec. 18.06.040(b).523. The zoning of the City of Reno as heretofore established is hereby amended in the manner shown on the map labeled Case No. 59-88 (University Ridge, thereby changing the use of land indicated therein, relating to ±210 acres of land located east of North Virginia Street and north of McCarran Boulevard, Reno, Nevada, and more particularly described in the attached "Exhibit A", and rezoning said property from R-1a (Single Family Residential) and E-1 (First Estates) to PUD (Planned Unit Development).

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

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

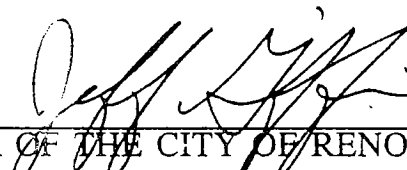
PASSED AND ADOPTED this 13th day of February, 1996, by the following vote of the Council:

AYES: Hascheff, Pilzner, Herndon, Pearce, Dalske, Pruett, Griffin

NAYS: None

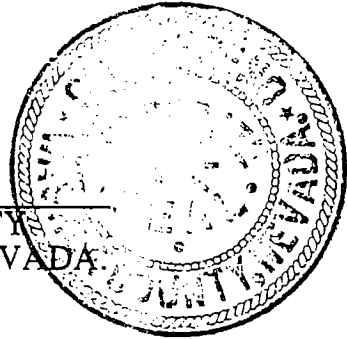
ABSTAIN: None ABSENT: None

APPROVED this 13th day of February, 1996.


MAYOR OF THE CITY OF RENO

ATTEST:


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



EFFECTIVE DATE: February 16, 1996

**LEGAL DESCRIPTION
UNIVERSITY RIDGE - ZONE CHANGE PARCEL**

The following describes a piece or parcel of land located within a portion of Section 35, T.20N., R.19E., M.D.M., City of Reno, Washoe County, Nevada, and being more particularly described as follows:

Parcel 1:

Beginning at the section corner common to Sections 25, 26, 35 and 36, T.20N., R.19E., M.D.M., and proceeding thence along the east line of Section 35, S. $01^{\circ}22'15''$ W. 2631.24 feet to the east 1/4 corner of said Section 35.

Thence continuing along said east line S. $01^{\circ}20'08''$ W. 777.73 feet.

Thence leaving said east line S. $69^{\circ}58'59''$ W. 218.97 feet.

Thence S. $71^{\circ}34'21''$ W. 107.30 feet.

Thence N. $83^{\circ}42'38''$ W. 245.41 feet to a point on the easterly right-of-way line of Socrates Drive, said point being the beginning of a curve to the left, the tangent to which bears N. $37^{\circ}27'47''$ W.

Thence along said easterly right-of-way line, and along said curve to the left, having a central angle of $17^{\circ}17'46''$, a radius of 319.89 feet, through an arc length of 96.57 feet.

Thence N. $54^{\circ}45'33''$ W. 134.02 feet to the beginning of a tangent curve to the right.

Thence along said curve, having a central angle of $38^{\circ}40'38''$, a radius of 260.00 feet, through an arc length of 175.51 feet.

Thence N. $16^{\circ}04'55''$ W. 104.79 feet to the beginning of a tangent curve to the left.

Thence along said curve, having a central angle of $05^{\circ}56'36''$, a radius of 395.00 feet, through an arc length of 40.97 feet to a point of reverse curvature.

Thence leaving said easterly right-of-way line of Socrates Drive and proceeding along said reverse curve to the right, having a central angle of $81^{\circ}53'03''$, a radius of 30.00 feet, through an arc length of 42.87 feet.

Thence N. $59^{\circ}51'32''$ E. 16.26 feet to the beginning of a tangent curve to the left.

Thence along said curve, having a central angle of $08^{\circ}16'31''$, a radius of 399.06 feet, through an arc length of 57.64 feet.

Thence N. $38^{\circ}24'59''$ W. 60.00 feet to the beginning of a curve to the left, the tangent to which bears N. $51^{\circ}35'01''$ E.

Thence along said curve, having a central angle of $43^{\circ}18'39''$, a radius of 20.00 feet, through an arc length of 15.12 feet.

Thence N. $40^{\circ}32'52''$ W. 156.10 feet.

Thence N. $36^{\circ}48'26''$ E. 65.99 feet.

Thence N. $13^{\circ}45'20''$ E. 86.70 feet.

Thence N. $37^{\circ}44'49''$ W. 75.00 feet.

Thence N. $53^{\circ}32'25''$ W. 83.00 feet.

Thence N. $83^{\circ}05'08''$ W. 269.96 feet.

Thence N. $87^{\circ}31'00''$ W. 196.18 feet.

Thence S. $53^{\circ}58'21''$ W. 54.41 feet.

Thence S. $20^{\circ}48'58''$ W. 66.50 feet.

Thence S. $00^{\circ}13'25''$ E. 93.72 feet.

Thence N. $82^{\circ}32'34''$ W. 262.00 feet.

Thence N. $60^{\circ}43'37''$ W. 162.86 feet.

Thence N. $42^{\circ}34'40''$ W. 56.00 feet.

Thence N. $07^{\circ}21'14''$ W. 106.00 feet.

Thence N. $36^{\circ}27'20''$ W. 121.00 feet.

Thence N. $40^{\circ}54'15''$ W. 486.14 feet.

Thence N. $05^{\circ}06'07''$ E. 84.37 feet.

Thence N. $06^{\circ}06'32''$ W. 60.10 feet.

Thence N. $03^{\circ}16'41''$ W. 68.78 feet.

Thence N. $06^{\circ}16'45''$ E. 80.50 feet.

Thence N. $25^{\circ}01'19''$ E. 175.35 feet.

Thence N. $25^{\circ}23'40''$ E. 60.00 feet.

Thence N. $64^{\circ}36'20''$ W. 134.43 feet to the beginning of a tangent curve to the right.

Thence along said curve, having a central angle of $81^{\circ}05'21''$, a radius of 30.00 feet, through an arc length of 42.46 feet to a point on the easterly right-of-way line of Socrates Drive, said point being the beginning of a reverse curve to the left.

Thence along said easterly right-of-way line and along said reverse curve, having a central angle of $15^{\circ}41'22''$, a radius of 560.00 feet, through an arc length of 153.35 feet.

Thence N. $00^{\circ}47'39''$ E. 600.00 feet.

Thence leaving said easterly right-of-way line N. 89°12'21" W. 230.00 feet.

Thence S. 00°47'39" W. 32.11 feet.

Thence N. 89°56'00" W. 1,266.99 feet.

Thence N. 01°19'39" E. 674.50 feet to the north line of Section 35. T.20N., R. 19E, M.D.M.

Thence along said north line S. 80°38'16" E. 1,260.59 feet to the north 1/4 corner of said Section 35.

Thence continuing along said north line S. 89°56'59" E. 2,659.26 feet to the point of beginning.

The above described parcel contains an area of 179,483 acres of land, more or less.

Parcel 2:

That portion of "University Heights Phase One", described as follows:

Lots 4, 6, and 9 thru 14 of Block "A";

Lots 15 thru 23 and 27 thru 43 of Block "B";

Lot 24 of Block "C".

Parcel 3:

That portion of "University Heights Unit II, Phase One", described as follows:

Lots 1 thru 4 of Block "A";

Lots 1 thru 14 of Block "B".

Parcel 4:

That portion of "University Heights Unit II, Phase Two", described as follows:

Lots 2 and 6 thru 16 of Block "C".

Parcel 5:

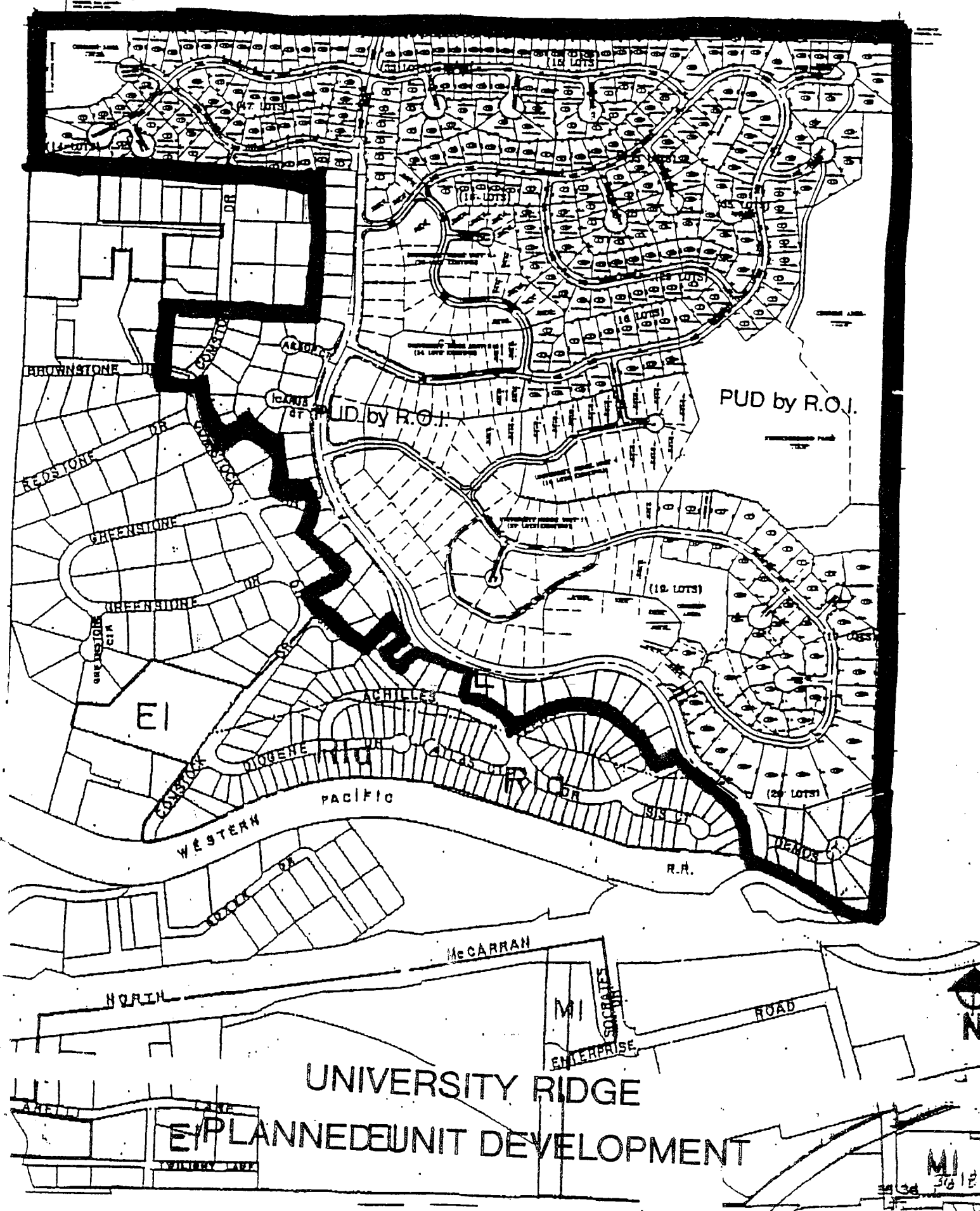
That portion of "Amended Portion of University Heights Unit II, Phase Five", described as follows:

Lots 1 thru 12 of Block "H".

Parcel 6:

That portion of "University Heights Unit II, Phase Six", described as follows:

~~Lots 23 thru 26 and 29 thru 32 of Block K.~~
Lots 23 thru 26 and 29 thru 32 of Block K.



PUD by R.O.I.

UD by R.O.I.

UNIVERSITY RIDGE
PLANNED UNIT DEVELOPMENT

MI
31812



Office of the City Clerk

Donald J. Cook
City Clerk
City of Reno
P O. Box 7
Reno, NV 89504

Telephone (702) 334-2030
Fax (702) 334-2432

January 26, 1996

Ridgeland Land Company
910 Demos Ct.
Reno, NV 89512

FILED THIS DATE
1-26-96
BY: [Signature]
CITY CLERK

RE: Case No. 59-88 (University Ridge)

Dear Applicant:

At a regular meeting held January 23, 1996, the City Council certified the final plan and design guidelines for University Ridge in accordance with NRS 278A, and as per original letter of approval dated January 26, 1988 and CCR's as denoted in correspondence provided by the City Attorney's Office.

In order to effectuate the PUD zoning on this site, you must record the final plan and the associated design standards.

Sincerely,

Carmi Hundersen for
Donald J. Cook
City Clerk

DJC:cdg

xc: Development Services
Traffic Design Engineer
Ken Krater, Codega Planning & Design

Attachment



1000
copy
RECEIVED

MAR - 4 1996

JEFF CODEGA PLANNING &
DESIGN, INC.

Office of the City Clerk

Donald J. Cook
City Clerk
City of Reno
P.O. Box 7
Reno, NV 89504

Telephone (702) 334-2030
Fax (702) 334-2432

February 28, 1996

Ridgeland Land Company
910 Demos Ct.
Reno, NV 89512

FILED THIS DATE

2/29/96
BY: [Signature]
CITY CLERK

RE: Case No. 52-96 (University Ridge)

Dear Applicant:

At a regular meeting held February 27, 1996, the City Council upheld the recommendation of the Planning Commission and approved your request for a tentative map to develop a 283 lot single family residential subdivision in conjunction with a special use permit to allow cuts of 20 feet or more and fills of 10 feet or more on a 135.85 acre site located north of McCarran Blvd., west and east of Socrates Drive in a PUD (Planned Unit Development) zone, subject to the following conditions:

1. The project shall comply with all applicable City codes, and plans, reports, materials, etc., as submitted. In the event of a conflict between said plans, reports and materials and City codes, City codes shall prevail.
2. The applicant shall apply for a building permit for the project within eighteen (18) months of the date of City Council approval, and continuously maintain the validity of that permit, or this approval shall be null and void.
3. The applicant shall be limited to nine final maps, with a minimum of 15 lots per map.
4. Prior to the approval of any final map for the 140th lot, the applicant will provide final plans for the park. Such plans shall be reviewed and approved by the Parks

Department before the submission of such final map. The park plan must include parking to the approval of City staff.

5. Final improvements plans may not include the intersection treatment shown in Illustration 4 (Typical Intersection Treatment) in the University Ridge Design Standards Handbook. The handbook must be revised through the public hearing process prior to any final map that would require this type of typical intersection treatment to delete this requirement.
6. Prior to approval of any final map, the applicant is required to comply with the University Ridge Design Standards Handbook.
7. Prior to the approval of any final map, all required building setbacks must be identified on the map.
8. Prior to the approval of any final map, the applicant will be required to comply with the minimum allowable usable rear yard as follows: a minimum usable rear yard area of 400 square feet in size with a maximum slope of 7/1 shall be provided for each dwelling unit.
9. When the University Ridge Design Standards Handbook does not adequately address development issues, the applicant must comply with the Reno Municipal Code, in particular the Title 18, SFR-9 Single Family Residential section unless the handbook is revised to address specific development issues.
10. With regard to all accessory buildings, the applicant must comply with the Reno Municipal Code, Title 18, SFR-9 (Single Family Residential) section.
11. Prior to the approval of any final map, the applicant must demonstrate how drought resistant landscaping will be installed in all common areas disturbed by construction activities.
12. Prior to the approval of any final map, the University Ridge Design Standards Handbook must be amended as discussed in this report, including the landscaping detail, attached to this report, outlining how common areas including scarred slope areas will be landscaped. The applicant will be required to utilize this detail for all common areas, including 2:1 and 3:1 slopes. The landscaping detail will be used in addition to any

engineering stabilization techniques that are required by code. Shrubs shall be included on all slope areas.

13. Prior to the approval of any final map, the applicant must activate the University Ridge Homeowners Association as well as the University Ridge Architectural Committee to include input from the residents. The applicant must provide evidence that there is ongoing activity with regard to these two groups and that they have regular meetings.
14. Prior to the approval of any final map, the applicant must demonstrate how the final grading plan will conform with the University Ridge Design Standards Handbook, Table 3 " Hillside Adaptive Architecture" by identifying what kind of construction will occur on different lots in the subdivision.
15. Prior to the approval of any grading plan, the applicant shall submit evidence that the final grading/erosion control/slope stabilization plan was submitted and approved by the University Ridge Architectural Committee.
16. Fencing on lots that back up to common areas shall be required to be constructed of open view material (i.e., split rail or wrought iron) and be reviewed and approved by the University Ridge Architectural Committee. Fencing types must be designated on each final map.
17. Prior to the approval of any final map, the applicant will be required to identify open space easements on all lots that have 3:1 or 2:1 "uphill" or "downhill" slopes. In addition, the open space easement must be defined in terms of required maintenance, allowed slope treatment and terracing.
18. Prior to the approval of the applicable final map, Lot #25 in Block J must be eliminated.
19. Prior to the approval of any final map, the applicant shall grant an avigation easement over the entire property to the Airport Authority.
20. Prior to the approval of any final map, the applicant shall submit plans for street lighting along subdivision streets and shall install that street lighting prior to issuance of any certificate of occupancy.

21. Prior to the issuance of any certificate of occupancy, the applicant shall remove the existing valley gutter at the north leg of the Socrates/McCarran intersection, to the approval of the Community Development Department.
22. Prior to approval of any final map, the applicant shall provide and maintain (ultimately by homeowners association) on-site detention of storm drain waters, such detained waters to be metered into the public storm drain system so as not to increase flow rates as they existed prior to development to satisfaction of Community Development Department Engineering staff.
23. The applicant shall construct full street improvements to City standards to Comstock Drive from its present terminus north to a connection with University Station Way with the first phase of any development west of Socrates.
24. The applicant shall provide an interim and final slope stabilization and erosion control plan with each final map and/or grading permit to satisfaction of Community Development Department staff.
25. Prior to the issuance of any permit, the applicant shall comply with the Quality Assurance Program as set forth in the Public Works Design Manual, Chapter VI, titles "Inspection, Testing and Verification" and "Quality Assurance Program".
26. Prior to approval of any final map containing any portion of University Ridge Drive or University Park Loop North, the City Engineer shall determine in writing what the street radii are to be.
27. The 100 year storm drainage shall be conveyed by means of a pipe under Socrates Drive from east to west at the legs of University Way and University View Drive.
28. The applicant shall have an encroachment permit from N.D.O.T. for any facility encroaching upon State right-of-way and for any drainage disposed on State right-of-way.
29. Prior to the issuance of a building permit, the applicant shall install fire hydrants with fire flows acceptable to the Reno Fire Department. The applicant shall contact

Mr. Bill Hirning, Water Supply Inspector at (702) 334-2342, for fire hydrant location(s) and fire flow information.

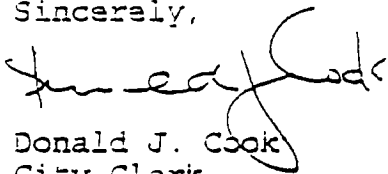
30. Fire access roadways shall be installed before combustible storage or framing occurs at the site.
31. Prior to the issuance of any certificate of occupancy, the applicant shall paint the curb red and place identification markers at all fire hydrant locations, to the approval of the Fire Department.
32. The construction plans for the development must be submitted to this Division for approval. The construction plans must conform to NAC 278.290 and 278.490.
33. Any storm drainage from this site must have pretreatment for petrochemicals and silts.
34. The Nevada Division of Environmental Protection must submit a letter to the Health Department certifying their approval of the final map.
35. A letter from the City of Reno committing sewer service to this proposal must be submitted. This letter shall indicate that the treatment facility will not be brought beyond its permitted capacity by this service.
36. A letter of approval must be submitted from the Division of Water Resources for this approval.
37. The applicant must comply with all applicable Washoe County District Health Department regulations with development (see attached letter).
38. Prior to the Alturas Intertie being constructed, the applicant shall disclose to potential homeowners within 600 feet of the easement that a 345 kv above ground electric line is planned. A specific notice which requires the purchasers' signature shall be included in escrow. If the Alturas power line is rerouted or abandoned, this condition may be voided at the discretion of Community Development Department staff.
39. No development shall occur on site other than rough site preparation prior to recordation of the Planned Unit Development.

Ridgeland Land Company
RE: Case No. 52-96 (University Ridge)
February 23, 1996
Page 6

40. At the end of development, Socrates shall be rebuilt, or repaired as determined by the Community Development Department to the extent necessary to mitigate for any road wear beyond normal "wear and tear" based on the PCI.
41. Construction traffic shall utilize Socrates exclusively for access.
42. Prior to recordation of the first final map, the applicant shall develop a street tree program which includes a homeowner's guide identifying appropriate species and watering techniques to minimize slope stability concerns.
43. Prior to certificate of occupancy, the applicant shall install 3 code sized trees in compliance with the handbook visible from the street.

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

Sincerely,



Donald J. Cook
City Clerk

DJC:cdg

xc: Development Services
John Media, Development Services
Traffic Design Engineer
Parks Department
Bill Harning, Reno Fire Department
Airport Authority
Nevada Dept. of Transportation
Nevada Div. of Environmental Protection
District Health Department
Division of Water Resources
Ken Krater, Codega Planning & Design

WHEN RECORDED RETURN TO:
-RIDGELAND LAND CO.
910 DEMOS CT.
RENO, NEVADA 89512

1819128

COPY - has not been compared
with the Original Document - WCR

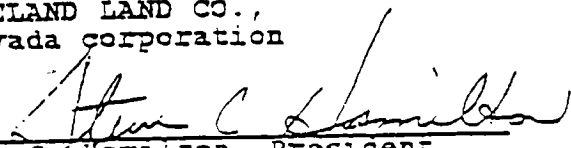
SUPPLEMENTAL DECLARATION TO THE
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE UNIVERSITY RIDGE SUBDIVISION AND FOR
UNIT 1, PHASE 2 AND UNIT 2, PHASES 1, 2, 5 AND 6
OF THE UNIVERSITY HEIGHTS SUBDIVISION

The undersigned, the Declarant under that certain Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the University Ridge Subdivision and for Unit 1 Phase 2 and Unit 2, Phases 1, 2, 5 and 6 of the University Heights Subdivision recorded January 20, 1989, as Document No. 1300442, Official Records, Washoe County, Nevada, as corrected pursuant to the Statement of Correction recorded February 16, 1989, as Document No. 1305498, Official Records, Washoe County, Nevada, and as amended by the First Amendment recorded June 19, 1989, as Document No. 1331979, Official Records, Washoe County, Nevada (the "Amended and Restated Declaration"), hereby supplements the Amended and Restated Declaration, and as supplemented in the Supplemental Declaration recorded on January 11, 1991, as Document No. 1453050, Official Records, Washoe County, Nevada, and as supplemented in the Supplemental Declaration recorded on August 3, 1992, as Document No. 1594087, Official Records, Washoe County, Nevada, hereby supplements that Amended and Restated Declaration, only with respect to the portion of the Subject Property described in the Amended and Restated Declaration which is known as UNIVERSITY HEIGHTS, UNIT IV, said portion of the Subject Property being more particularly described in Exhibit "A" attached hereto and incorporated herein by referenced, as provided below.

It is hereby declared that UNIVERSITY HEIGHTS, UNIT IV, as more particularly described in Exhibit "A" attached hereto is held, shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the provisions of the Amended and Restated Declaration, which provisions are hereby incorporated herein by reference.

Dated this 26th day of July, 1994.

RIDGELAND LAND CO.,
a Nevada corporation

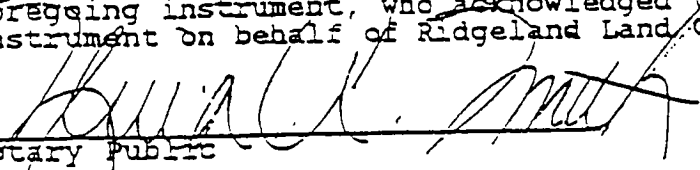
BY: 
Steve C. Hamilton, President

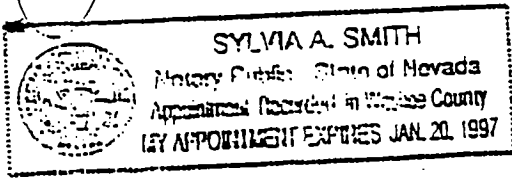
(Continued)

(continued)

STATE OF NEVADA)
 ss:
COUNTY OF WASHOE)

On this 26th day of July, 1994, personally appeared before me, a Notary Public, Steve C. Hamilton, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the instrument on behalf of Ridgeland Land Co., a Nevada corporation.


Notary Public



SUPPLEMENTAL DECLARATION TO THE
AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE UNIVERSITY RIDGE SUBDIVISION AND FOR
UNIT 1, PHASE 2 AND UNIT 2, PHASES 1, 2, 5 AND 6
OF THE UNIVERSITY HEIGHTS SUBDIVISION

The undersigned, the Declarant under that certain Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the University Ridge Subdivision and for Unit 1 Phase 2 and Unit 2, Phases 1, 2, 5 and 6 of the University Heights Subdivision recorded January 20, 1989, as Document No. 1300442, Official Records, Washoe County, Nevada, as corrected pursuant to the Statement of Correction recorded February 16, 1989, as Document No. 1305498, Official Records, Washoe County, Nevada, and as amended by the First Amendment recorded June 19, 1989, as Document No. 1331979, Official Records, Washoe County, Nevada (the "Amended and Restated Declaration"), hereby supplements the Amended and Restated Declaration and as supplemented in the Supplemental Declaration recorded on January 11, 1991, as Document No. 1453050, Official Records, Washoe County, Nevada, hereby supplements that Amended and Restated Declaration, only with respect to the portion of the Subject Property described in the Amended and Restated Declaration which is known as Unit Three, of the University Ridge Subdivision, said portion of the Subject Property being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, as provided below.

It is hereby declared that Unit Three of the University Ridge Subdivision as more particularly described in Exhibit "A" hereto is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the provisions of the Amended and Restated Declaration which provisions are hereby incorporated herein by reference.

Dated this _____ day of _____, 1992.

RIDGELAND LAND CO., A NEVADA CORPORATION

BY: _____
Steve C. Hamilton, President

(Continued)

AUG 03 1992

EX 353760056

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain property located within the exterior boundaries of UNIVERSITY HEIGHTS, UNIT IV, as shown on the map recorded on July 7, 1986, as File No. 1083192, Official Records, Tract Map No. 2342, Official Records of Washoe County, State of Nevada.

OFFICIAL RECORDS
WASHOE COUNTY NEV.
RECORD REQUESTED BY
WESTERN TITLE COMPANY, INC.

JUL 27 1994

COUNTY RECORDER

FEE

DEP

(continued)

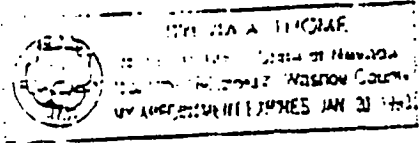
STATE OF NEVADA

COUNTY OF WASHOE

ss:

On this 21st day of March 1992, personally appeared before me, a Notary Public, Steve C. Hamilton, personally known (or proved) to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the instrument on behalf of Midgeland Land Company, Inc., a Nevada corporation.

Steve C. Hamilton
Notary Public



APR 03 1992

DK3537PG0057

AUG 03 1992

EXHIBIT 'A'
DESCRIPTION

All that certain lot, piece or parcel of land situated in the City of Reno,
County of Washoe, State of Nevada, described as follows:

All that certain piece or parcel of land located within a portion of the
Northeast one-quarter (NE 1/4) of Section 35, Township 20 North, Range 19 East,
M.D.S.M., City of Reno, Washoe County, Nevada, and being more particularly
described as follows:

COMMENCING at the North one-quarter (NE 1/4) corner of said Section 35 and
proceeding thence South 22° 26' 36" East, 1518.92 feet to the true point of
beginning; thence North 07° 58' 10" East, 100.23 feet; thence North 01° 01' 52"
East, 68.24 feet; thence South 84° 06' 36" East, 217.39 feet; thence North
84° 47' 39" East, 335.36 feet; thence North 72° 07' 17" East, 11.73 feet to the
beginning of a curve to the right, the tangent to which bears South 18° 50' 13"
East; thence along said curve, having a central angle of 15° 54' 00", a radius of
207.00 feet, through an arc length of 95.11 feet; thence South 05° 01' 53" West,
91.01 feet to the beginning of a tangent curve to the left; thence along said
curve, having a central angle of 86° 00' 37", a radius of 70.00 feet, through an
arc length of 30.02 feet; thence South 12° 03' 17" West, 18.00 feet to the
beginning of a curve to the left, the tangent to which bears North 77° 56' 40"
West; thence along said curve, having a central angle of 62° 15' 00", a radius of
552.00 feet, through an arc length of 24.97 feet; thence South 10° 07' 41" West,
148.25 feet; thence South 32° 05' 39" West, 276.61 feet; thence North 55° 02' 10"
West, 167.11 feet; thence North 77° 37' 00" West, 185.34 feet; thence North
34° 35' 47" West, 100.00 feet; thence North 25° 01' 19" East, 173.34 feet; thence
North 25° 22' 40" East, 60.00 feet to the true point of beginning.

DK3537P60058

Basis of bearings: Official Plat of University Heights Subdivision - Block 11 -
Phase Five, Tract Map No. 2021, Official Records of Washoe County.

AUG 03 1992

JAN 11 1991

LEGAL DESCRIPTION
UNIVERSITY RIDGE UNIT TWO

All that certain piece or parcel of land located within a portion of the N.E. 1/4 of Section 35, T. 20 N., R. 19 E., M.D.M., City of Reno, Washoe County, Nevada, and being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 35 and proceeding thence S. 17°19'55"W. 739.47 feet to a point on the easterly right-of-way line of Socrates Drive, said point being the True Point of Beginning

Thence N. 46°30'43"E. 56.49 feet
Thence N. 03°59'58"E. 120.72 feet
Thence S. 46°07'42"E. 216.57 feet to the beginning of a curve to the left, the tangent to which bears S. 43°52'16"W. Thence along said curve, having a central angle of 94°57'12", a radius of 20.00 feet, through an arc length of 33.14 feet Thence S. 51°04'54"E. 36.87 feet to the beginning of a tangent curve to the right

Thence along said curve, having a central angle of 22°15'38", a radius of 198.00 feet, through an arc length of 76.93 feet

Thence N. 61°10'44"E. 65.00 feet
Thence N. 88°32'39"E. 256.59 feet
Thence S. 07°16'33"E. 323.03 feet
Thence S. 50°43'12"E. 246.34 feet
Thence S. 19°39'53"E. 79.29 feet
Thence S. 71°09'47"W. 210.22 feet
Thence S. 84°47'39"W. 135.38 feet
Thence N. 84°06'36"W. 217.39 feet
Thence S. 61°51'52"W. 68.24 feet
Thence S. 07°58'10"W. 100.23 feet
Thence N. 64°36'20"W. 134.43 feet to the beginning of a tangent curve to the right

Thence along said curve, having a central angle of 81°06'21", a radius of 30.00 feet, through an arc length of 47.46 feet to the easterly right-of-way line of Socrates Drive, being a point of reverse curvature

Thence along said easterly right-of-way line and along said reverse curve to the left, having a central angle of 15°41'22", a radius of 560.00 feet, through an arc length of 153.35 feet

Thence N. 00°47'39"E. 533.00 feet to the True Point of Beginning.

The above described parcel contains an area of 11.482 acres of land, more or less.

5XJ190PG0632

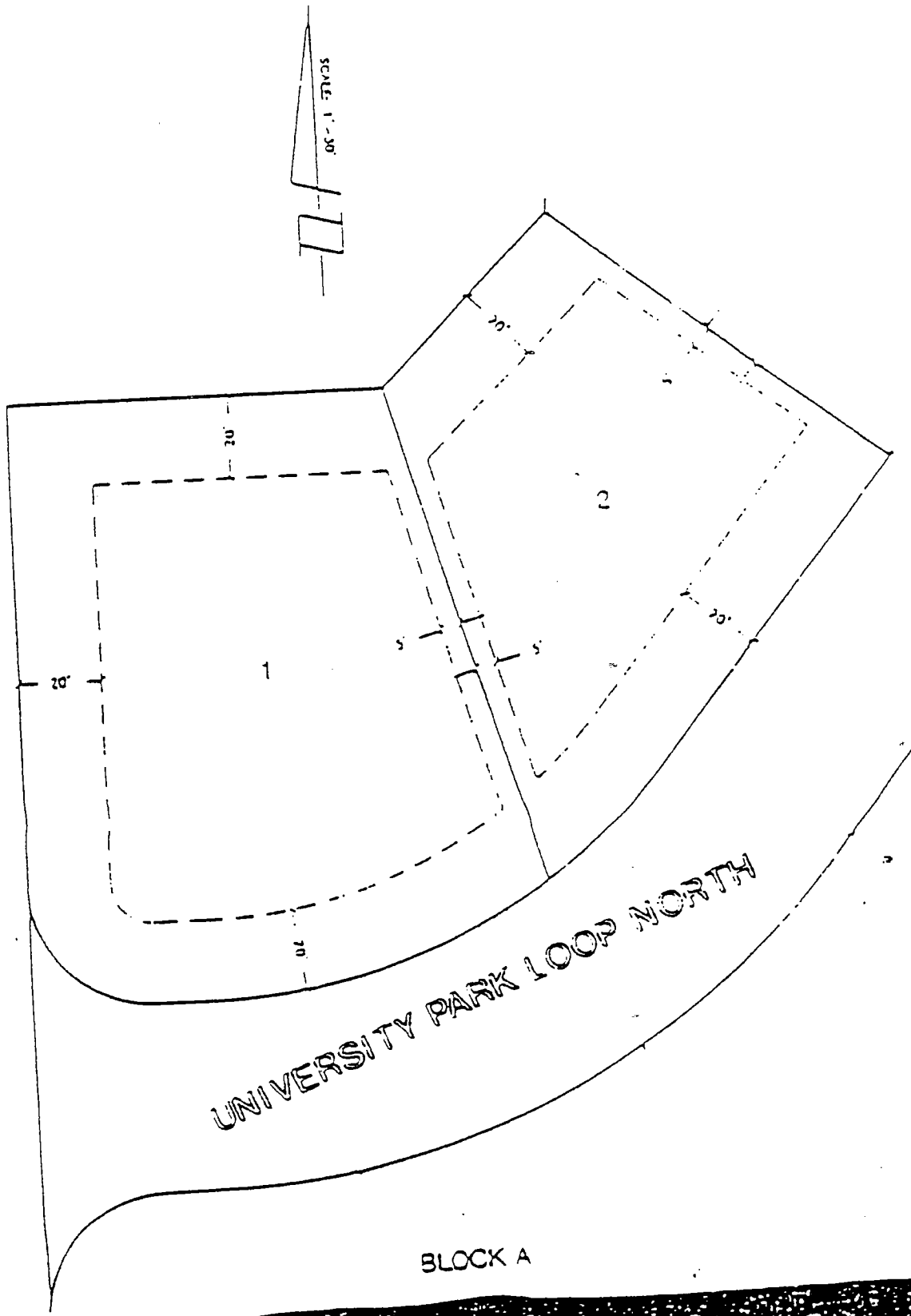
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8X3190PG0633

SOCRATES DRIVE

UNIVERSITY PARK LOOP NORTH

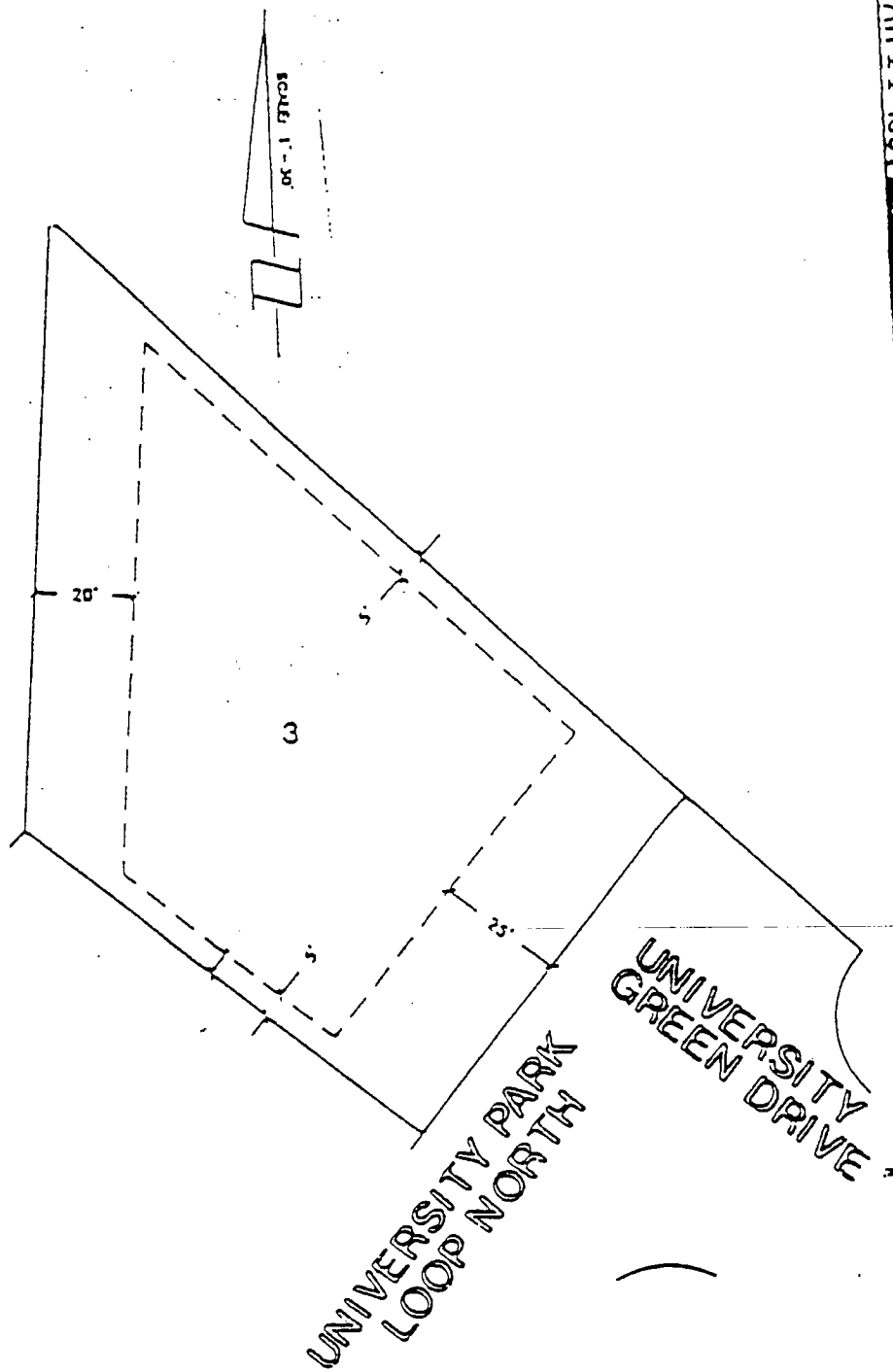
BLOCK A



BK3198PG0631, A

EXHIBIT B - UNIVERSITY RIDGE UNIT TWO

JAN 11 1991



BLOCK A

1300441

AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE SKYWAY VIEW SUBDIVISION
(UNIT II, PHASES THREE AND FOUR OF
UNIVERSITY HEIGHTS, A CLUSTER SUBDIVISION)

The undersigned hereby amends and restates in its entirety, but only with respect to the real property affected hereby, which property is more particularly described below, the Declaration of Protective Covenants, Conditions and Restrictions for Ridgeland - University Heights Subdivision, as amended. The undersigned is hereinafter referred to as the "Declarant". This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions is made with reference to the following facts:

A. The Declarant is the successor in interest to San Marino Services, Inc., the Declarant under the existing Declaration of Protective Covenants, Conditions and Restrictions for Ridgeland - University Heights Subdivision.

B. This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions amends the Declaration of Protective Covenants, Conditions and Restrictions for Ridgeland - University Heights Subdivision recorded March 10, 1986, as Document No. 1056956, in Book 2301, Page 128, Official Records of Washoe County, Nevada, as amended by the First Amendment thereto recorded May 13, 1986, as Document No. 1071008, in Book 2336, Page 748, Official Records of Washoe County, Nevada, and as supplemented by the Supplemental Declaration thereto recorded July 7, 1986, as Document No. 1083193, in Book 2365, Page 311, Official Records of Washoe County, Nevada, herein referred to as the "Existing Declaration."

C. This Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions shall apply only to the real property commonly known as the Skyway View Subdivision which is more particularly described on Exhibit "A", which description is hereby incorporated herein by reference, which property is herein referred to as the "Subject Property". Concurrently herewith, the Declarant will be executing Amended and Restated Declarations of Protective Covenants, Conditions and Restrictions for the remaining property (other than the Subject Property) that is subject to the Existing Declaration.

D. The Declarant holds in excess of seventy-five percent (75%) of the voting power under, and therefore has the authority to amend, the Existing Declaration.

Based upon the above, Declarant hereby declares that the Subject Property is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the provisions of this Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions, all of which are hereby declared to be in furtherance of a general plan for the development, improvement, and sale of the Subject Property, and which are further declared to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Subject Property. All provisions hereof shall be deemed to be covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and

BOOK 2354 PAGE 724

JAN 20 1989

burdens to the Subject Property, to the Declarant and its successors and assigns, and to all persons hereafter acquiring or owning any interest in the Subject Property, however such interest may be acquired. Accordingly, the following covenants, conditions and restrictions are hereby imposed upon the Subject Property, and each and every Lot and Parcel thereof.

ARTICLE I. DEFINITIONS

The following terms as used in this Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions are defined as follows:

1.01 Architectural Committee. The committee created by this Declaration to review the quality of residences to be constructed on the Subject Property and insure their compliance herewith.

1.02 Articles. The Articles of Incorporation of the Association, as amended from time to time.

1.03 Association. The University Ridge Homeowner's Association, a Nevada non-profit corporation, the non-voting members of which shall be all of the several Owners of the Subject Property and the voting members of which shall be all of the several lot owners of the Neighboring Subdivisions. The Association is currently incorporated under the name of Ridgeland Homeowners' Association and the Articles of the Association shall be amended to change the name to the University Ridge Homeowners' Association.

1.04 Board. The Board of Directors of the Association.

1.05 Bylaws. The Bylaws of the Association, as amended from time to time.

1.06 Community Facilities. All facilities placed or erected on, or which are a part of the Common Area, including but not limited to, sewers, electrical, water, gas, television and telephone services and fixtures, storage and equipment areas or enclosures, open spaces, planted and landscaped areas, and sprinkling systems.

1.07 Common Area. Those portions of the Subject Property designated as common areas on any Recorded subdivision Map affecting the Subject Property or which are hereafter designated as common area on a subdivision Map hereafter Recorded affecting the Subject Property. The Common Area shall also include those portions of the Neighboring Subdivisions designated as common areas on any Recorded subdivision Map affecting the Neighboring Subdivisions or which are hereafter designated as common areas on a subdivision Map hereafter Recorded affecting the Neighboring Subdivisions.

1.08 Declarant. Ridgeland Land Company, the Declarant hereof, and such persons or entities shown of Record from time to time to be the successors or assigns of Ridgeland Land Company.

1.09 Declaration. This Amended and Restated Declaration, as the same may be amended, changed, modified or supplemented from time to time.

1.10 Existing Declaration. The Declaration of Protective Covenants, Conditions and Restrictions for Ridgeland-University Heights Subdivision as amended and supplemented, which is more

B2856P0795

JAN 20 1989

1300443

SECOND AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIDGELAND-UNIVERSITY HEIGHTS SUBDIVISION

Ridgeland Land Company, a Nevada corporation, herein referred to as the "Declarant", hereby amends the Declaration of Protective Covenants, Conditions and Restrictions for Ridgeland - University Heights Subdivision, with reference to the following facts:

A. The Declarant is the successor in interest to San Marino Services, Inc., the Declarant under the existing Declaration of Protective Covenants, Conditions and Restrictions for Ridgeland - University Heights Subdivision, as amended.

B. This Second Amendment amends the Declaration of Protective Covenants, Conditions and Restrictions for Ridgeland - University Heights Subdivision recorded March 10, 1986, as Document No. 1056956, in Book 2303, Page 828, Official Records of Washoe County, Nevada, as amended by the First Amendment thereto recorded May 13, 1986, as Document No. 1071008, in Book 2336, Page 748, Official Records of Washoe County, Nevada, and as supplemented by the Supplemental Declaration thereto recorded July 7, 1986, as Document No. 1083193, in Book 2365, Page 311, Official Records of Washoe County, Nevada, all of which are collectively referred to herein as the "Existing Declaration."

C. This Existing Declaration, as amended hereby, shall apply only to the real property commonly known as University Heights, Unit Four, which real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference. Concurrently herewith, the Declarant will be executing Amended and Restated Declarations of Protective Covenants, Conditions and Restrictions for the remainder of the real property which was the subject of the Existing Declaration.

D. The Declarant holds in excess of seventy-five percent (75%) of the voting power under, and therefore has the authority to amend, the Existing Declaration.

Based upon the above, Declarant hereby amends the Existing Declaration, as follows:

1. Amendment of Real Property Description (Exhibit "A"). Exhibit "A" of the Existing Declaration is hereby deleted in its entirety and replaced by Exhibit "A" which is attached hereto. All references in the Existing Declaration to the term "Real Property" shall mean the Real Property described on Exhibit "A" attached hereto and incorporated herein by reference, and to any additional Real Property hereafter annexed by the recording of a supplemental Declaration in accordance with the provisions of Article 10 of the Existing Declaration.

2. Ratification of Remaining Terms of Existing Declaration. All remaining provisions of the Existing Declaration not expressly amended hereby are ratified and confirmed and the Declarant hereby declares that the Real Property described on Exhibit "A" hereto is and shall be held, conveyed, encumbered, leased, used, occupied, improved, and otherwise affected in any manner subject to the provisions of the Existing Declaration, as

B2856P0890

JAN 20 1989

amended hereby, all of which provisions are hereby declared to be in furtherance of a general plan for the development, improvement, and sale of the Real Property, and which are further declared to be for the purpose of enhancing, maintaining, and protecting the value and attractiveness of the Real Property. All provisions of the Existing Declaration, as amended hereby, shall be deemed to be covenants running with the land or as equitable servitudes, as the case may be, and shall constitute benefits and burdens to the Real Property, the Declarant and its successors and assigns and to all persons hereafter acquiring or owning any interest in the Real Property, however such interests may be acquired.

Dated as of the 23rd day of January, 1989, to be effective upon Recordation.

Declarant:

Ridgeland Land Company

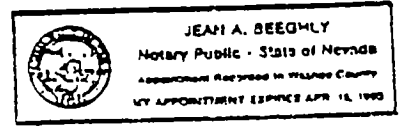
By Steven Hamilton
Steven Hamilton, President

JAN 20 1989

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 20th day of January, 1989, personally appeared before me, a Notary Public, Steven Hamilton, who acknowledged that he executed this Amended and Restated Declaration of Protective Covenants Conditions and Restrictions on behalf of Declarant, Ridgeland Land Company.

Jean A. Beehly
Notary Public



B2856P0891

tangent curve to the left.

Thence along said curve, having a central angle of $08^{\circ}16'11''$, a radius of 199.06 feet, through an arc length of 57.64 feet.

Thence N. $33^{\circ}24'59''$ W. 60.00 feet to the beginning of a curve to the left, the tangent to which bears N. $51^{\circ}15'01''$ E.

Thence along said curve, having a central angle of $43^{\circ}18'19''$, a radius of 20.00 feet, through an arc length of 15.12 feet.

Thence N. $40^{\circ}12'52''$ W. 156.10 feet
Thence N. $16^{\circ}48'26''$ E. 65.99 feet
Thence N. $11^{\circ}45'20''$ E. 86.70 feet
Thence N. $17^{\circ}44'49''$ W. 75.00 feet
Thence N. $53^{\circ}32'25''$ W. 83.00 feet
Thence N. $33^{\circ}05'08''$ W. 269.96 feet
Thence N. $87^{\circ}31'00''$ W. 196.11 feet
Thence S. $53^{\circ}58'21''$ W. 54.41 feet
Thence S. $20^{\circ}48'58''$ W. 66.50 feet
Thence S. $00^{\circ}13'25''$ E. 93.72 feet
Thence N. $82^{\circ}32'34''$ W. 262.00 feet
Thence N. $60^{\circ}43'37''$ W. 162.86 feet
Thence N. $42^{\circ}34'40''$ W. 56.00 feet
Thence N. $07^{\circ}21'14''$ W. 106.00 feet
Thence N. $36^{\circ}27'20''$ W. 121.00 feet
Thence N. $40^{\circ}54'15''$ W. 486.14 feet
Thence N. $05^{\circ}06'07''$ E. 84.37 feet
Thence N. $06^{\circ}06'32''$ W. 60.10 feet
Thence N. $03^{\circ}16'41''$ W. 62.78 feet
Thence N. $06^{\circ}26'45''$ E. 80.50 feet
Thence N. $25^{\circ}01'19''$ E. 175.35 feet
Thence N. $25^{\circ}23'40''$ E. 60.00 feet

Thence N. $64^{\circ}16'20''$ W. 134.43 feet to the beginning of a tangent curve to the right.

Thence along said curve, having a central angle of $21^{\circ}05'21''$, a radius of 10.00 feet, through an arc length of 42.46 feet to a point on the easterly right-of-way line of Socrates Drive, said point being the beginning of a reverse curve to the left.

Thence along said easterly right-of-way line and along said reverse curve, having a central angle of $13^{\circ}41'22''$, a radius of 560.00 feet, through an arc length of 153.35 feet.

Thence N. $00^{\circ}47'39''$ E. 600.00 feet.

Thence leaving said easterly right-of-way line N. $89^{\circ}12'21''$ W. 230.00 feet.

Thence S. $00^{\circ}47'39''$ W. 32.11 feet.

9880199828

Thence N.89°56'00"W. 1,266.99 feet.

Thence N.01°19'39"E. 674.50 feet to the north line of Section 15, T.20N., R.19E., M.D.M.

Thence along said north line S.80°38'16"E. 1,260.59 feet to the north 1/4 corner of said Section 15.

Thence continuing along said north line S.89°56'59"E. 2,659.26 feet to the point of beginning.

Lots 3, 4, 6, 9-14 Block A, lots 15-23 Block B, lot 24 Block C, Phase I

Lots 1-4 Block A, Lots 1-14 Block B, University Heights II, Phase I

Lots 2, 6-16 Block C, University Heights II, Phase II

Lots 1-12 Block H, University Heights, Phase V

The above described parcel contains an area of 179.483 acres of land, more or less, and is subject to and together with all easements and reservations of record.

Basis of Bearings:

Record of Survey for Hutton Trust
Filed December 14, 1978, Doc. No. 577057
Official Records of Washoe County, Nevada

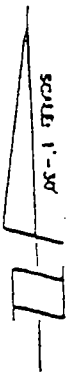
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1300442

OFFICIAL RECORDS
WASHOE COUNTY, NEVADA
RECORDED BY
Codega & Fricks Inc.
JAN 20 1979

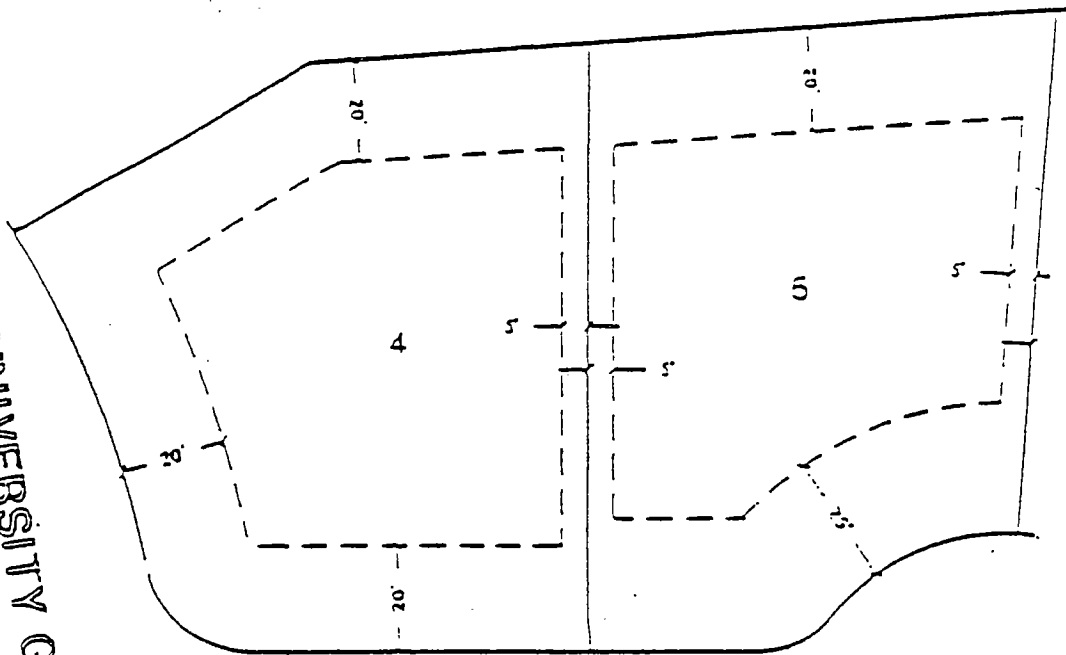
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EXHIBIT B - UNIVERSITY RIDGE UNIT TWO



0X3198PG0635

UNIVERSITY GREEN DRIVE



UNIVERSITY GREEN COURT

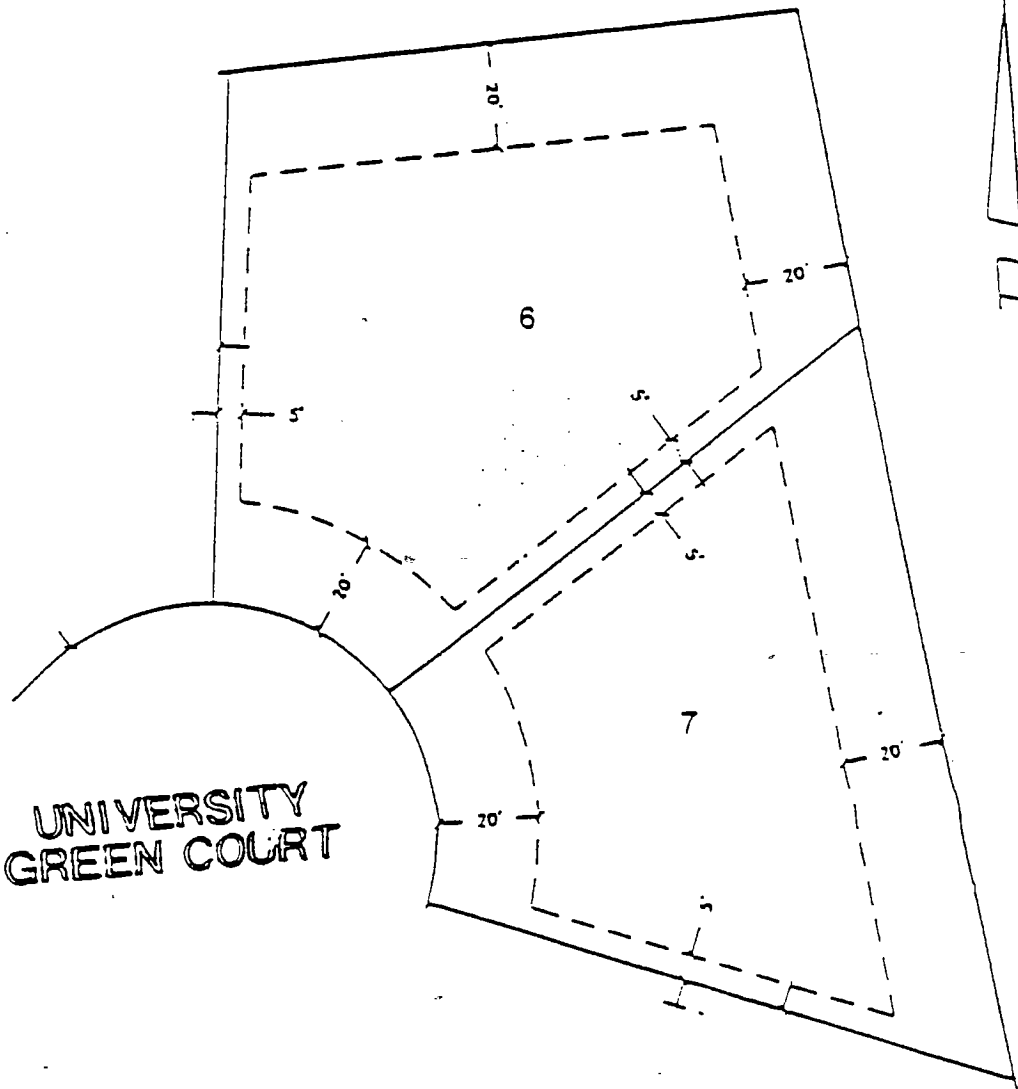
BLOCK B

JAN 11 1991

EXHIBIT B - UNIVERSITY RIDGE UNIT TWO

JAN 11 1991

BK3198P00636



BLOCK B

EXHIBIT "A"

LEGAL DESCRIPTION
UNIVERSITY RIDGE

Parcel #1:

The following describes 1 piece or parcel of land located within a portion of Section 35, T.20N., R.19E., M.D.M., City of Reno, Washoe County, Nevada, and being more particularly described as follows:

Beginning at the section corner common to Sections 25, 26, 35 and 36, T.20N., R.19E., M.D.M., and proceeding thence along the east line of Section 35, $3.01^{\circ}22'15''$ W. 2631.24 feet to the east 1/4 corner of said Section 35.

Thence continuing along said east line $S.01^{\circ}20'08''$ W. 777.73 feet.

Thence leaving said east line $S.69^{\circ}58'59''$ W. 218.97 feet.

Thence $S.71^{\circ}34'21''$ W. 107.30 feet.

Thence $N.83^{\circ}42'38''$ W. 245.41 feet to a point on the easterly right-of-way line of Socrates Drive, said point being the beginning of a curve to the left, the tangent to which bears $N.37^{\circ}27'47''$ W.

Thence along said easterly right-of-way line, and along said curve to the left, having a central angle of $17^{\circ}17'46''$, a radius of 319.89 feet, through an arc length of 96.57 feet.

Thence $N.54^{\circ}45'33''$ W. 134.02 feet to the beginning of a tangent curve to the right.

Thence along said curve, having a central angle of $38^{\circ}40'38''$, a radius of 260.00 feet, through an arc length of 175.51 feet.

Thence $N.16^{\circ}04'55''$ W. 104.79 feet to the beginning of a tangent curve to the left.

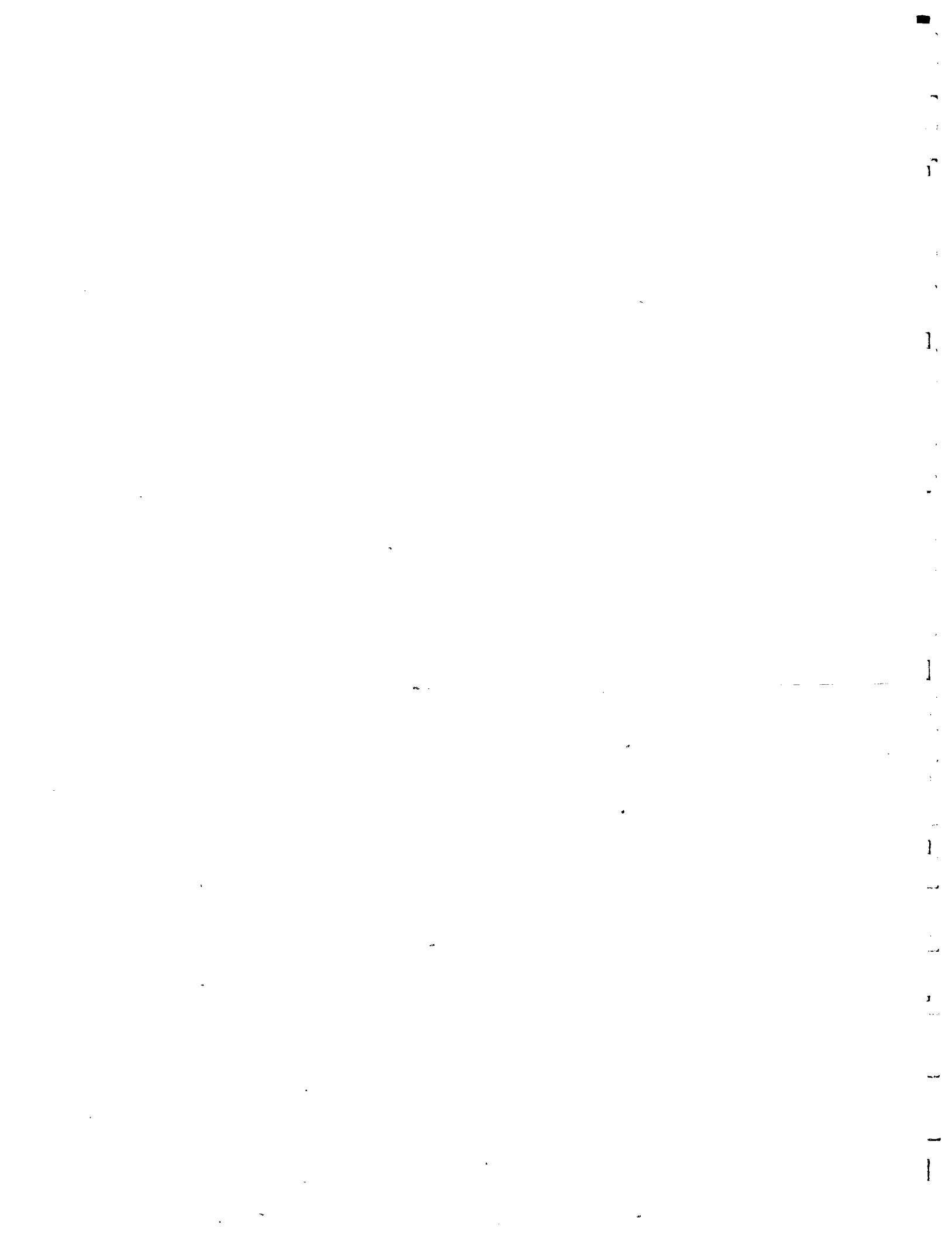
Thence along said curve, having a central angle of $05^{\circ}56'36''$, a radius of 395.00 feet, through an arc length of 40.97 feet at a point of reverse curvature.

Thence leaving said easterly right-of-way line of Socrates Drive and proceeding along said reverse curve to the right, having a central angle of $81^{\circ}53'03''$, a radius of 30.00 feet, through an arc length of 42.87 feet.

Thence $N.59^{\circ}51'32''$ E. 16.26 feet to the beginning of a

82858P0887

JAN 20 1989



FIRST AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE UNIVERSITY RIDGE SUBDIVISION AND FOR
UNIT 1, PHASE 2 AND UNIT 2, PHASES 1, 2, 5 AND 6
OF THE UNIVERSITY HEIGHTS SUBDIVISION

The undersigned, the Declarant under that certain Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for the University Ridge Subdivision and for Unit 1, Phase 2 and Unit 2, Phases 1, 2, 5, and 6 of the University Heights Subdivision recorded January 20, 1989 as Document No. 1300442, Official Records, Washoe County, Nevada as corrected pursuant to the Statement of Correction recorded February 16, 1989, as Document No. 1305498, Official Records, Washoe County, Nevada (the "Amended and Restated Declaration"), hereby amends the Amended and Restated Declaration with reference to the following facts:

A. The Declarant is the developer of the real property which is the subject of the Amended and Restated Declaration and holds in excess of seventy-five percent (75%) of the voting power under, and therefore has the authority to amend, the Amended and Restated Declaration.

B. The Declarant desires to amend Section 3.09 entitled "Exterior Finish and Roofs" of article 3 of the Amended and Restated Declaration as provided herein.

Based upon the above, the undersigned, pursuant to Section 9.01 of the Amended and Restated Declaration, hereby amends Section 3.09 of Article 3 of the Amended and Restated Declaration in its entirety to read as follows:

3.09 Exterior Finish and Roofs. All buildings and other structures erected on any lot within the Project shall have wood shake roofs, tile roofs, or roofs constructed of such other materials as are approved in writing by the Architectural Committee. In considering roofing materials other than wood shake or tile, the Architectural Committee shall consider the appearance and the harmony of the other material with the Project and the surrounding neighborhood and may approve the other material if, in the opinion of the Architectural Committee, the use of such material will not be detrimental or injurious to the Project and will not adversely influence or affect the appearance of the structure or the harmony of the proposed structure with the Project and surrounding neighborhood. The exterior woodwork of all houses, buildings and structures erected or constructed on said property shall be of superior design and quality and painted with at least two (2) coats of paint, varnish, stain or other coating approved by the Architectural Committee within thirty (30) days after completion and before occupancy. At no time will the exterior of any dwelling, buildings, structures and fences be allowed to approach a state of aesthetic deterioration such that they become a visual nuisance to the neighborhood.

JUN 19 1989

BK 2925 PG 0596

Except as expressly amended hereby, all other terms, conditions and provisions of the Amended and Restated Declaration are hereby ratified and confirmed.

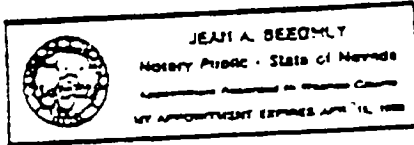
Dated this 14th day of June, 1989.

Ridgeland Land Company

By Steven Hamilton
Steven Hamilton, President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 14th day of June, 1989, personally appeared before me, a Notary Public, Steven Hamilton, who acknowledged that he executed this First Amended to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions on behalf of Ridgeland Land Company.



Dean L. Beemly
Notary Public

APPROVED AS TO
LEGAL FORM
Robert W. Jones
CITY ATTORNEY

BK2925PG0597

JUN 19 1989

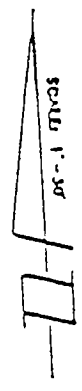
1331979

OFFICIAL RECORDS
COUNTY OF NEVADA
RECORDED BY
Walther, May, Higgins, Coak
89 JUN 19 P3 59

JULY MEASURER
COUNTY RECORDER
FEE 6.00 NET 72
P.O. Box 30000
Reno, Nev. 89520

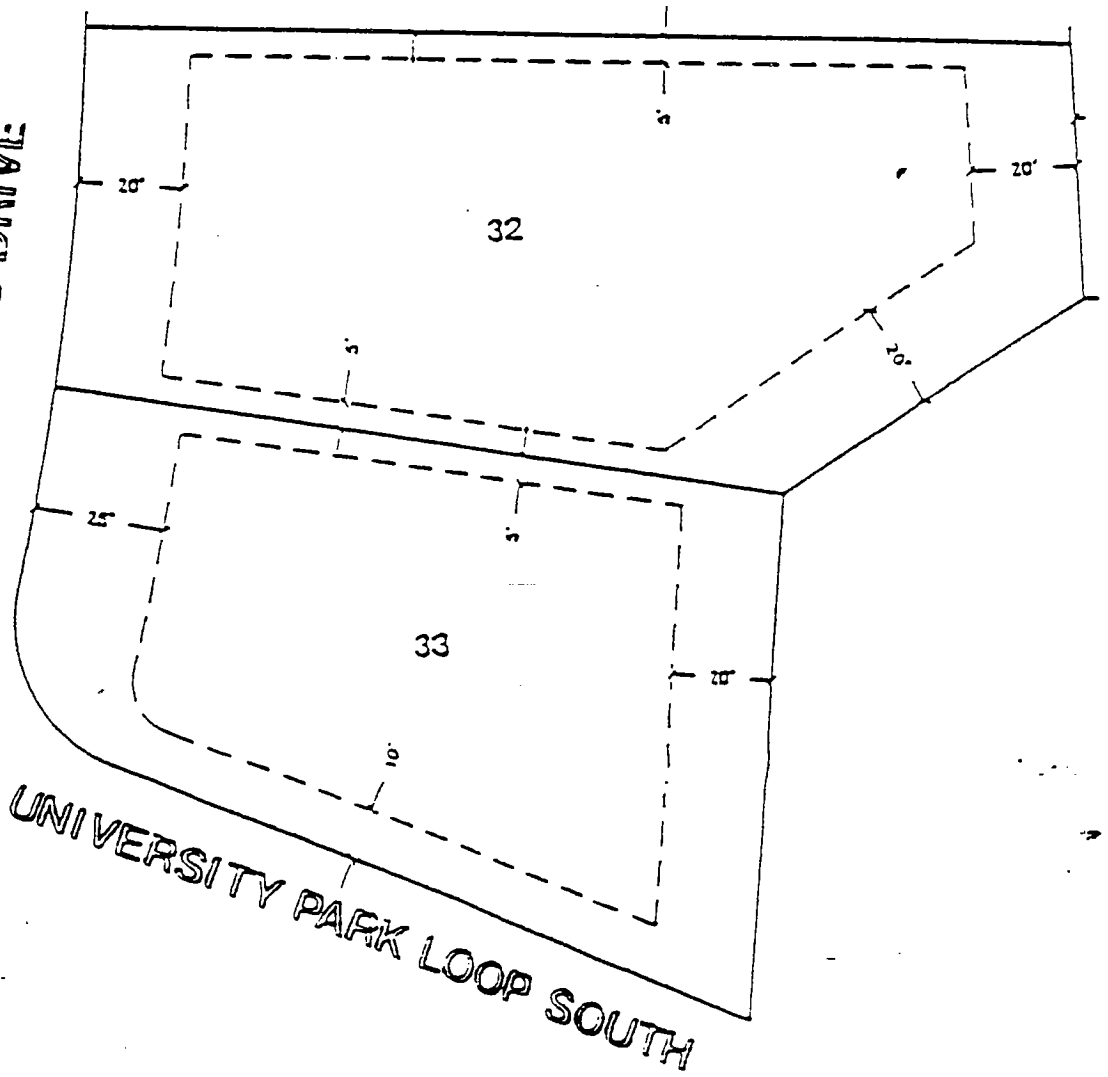
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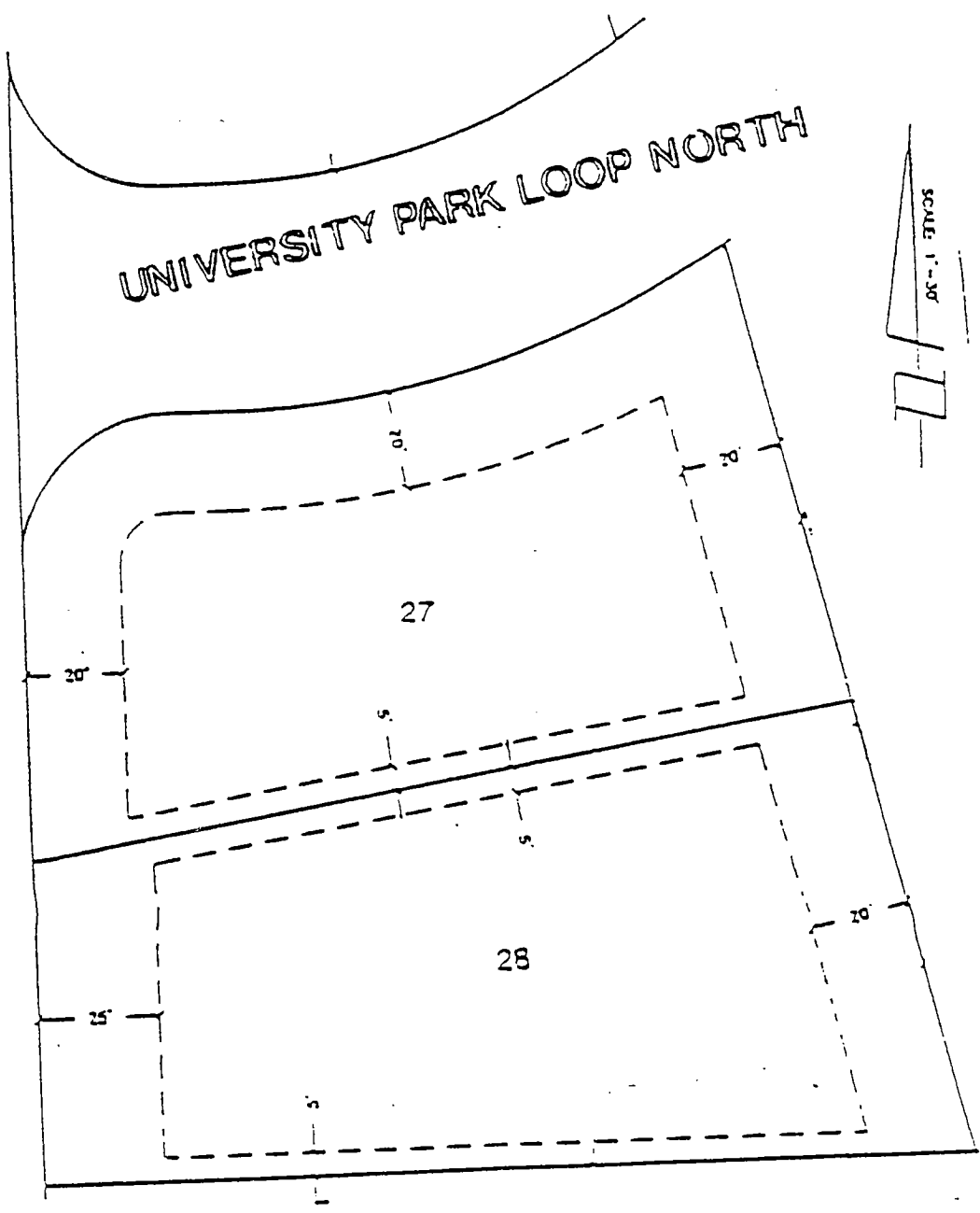
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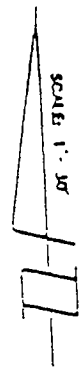
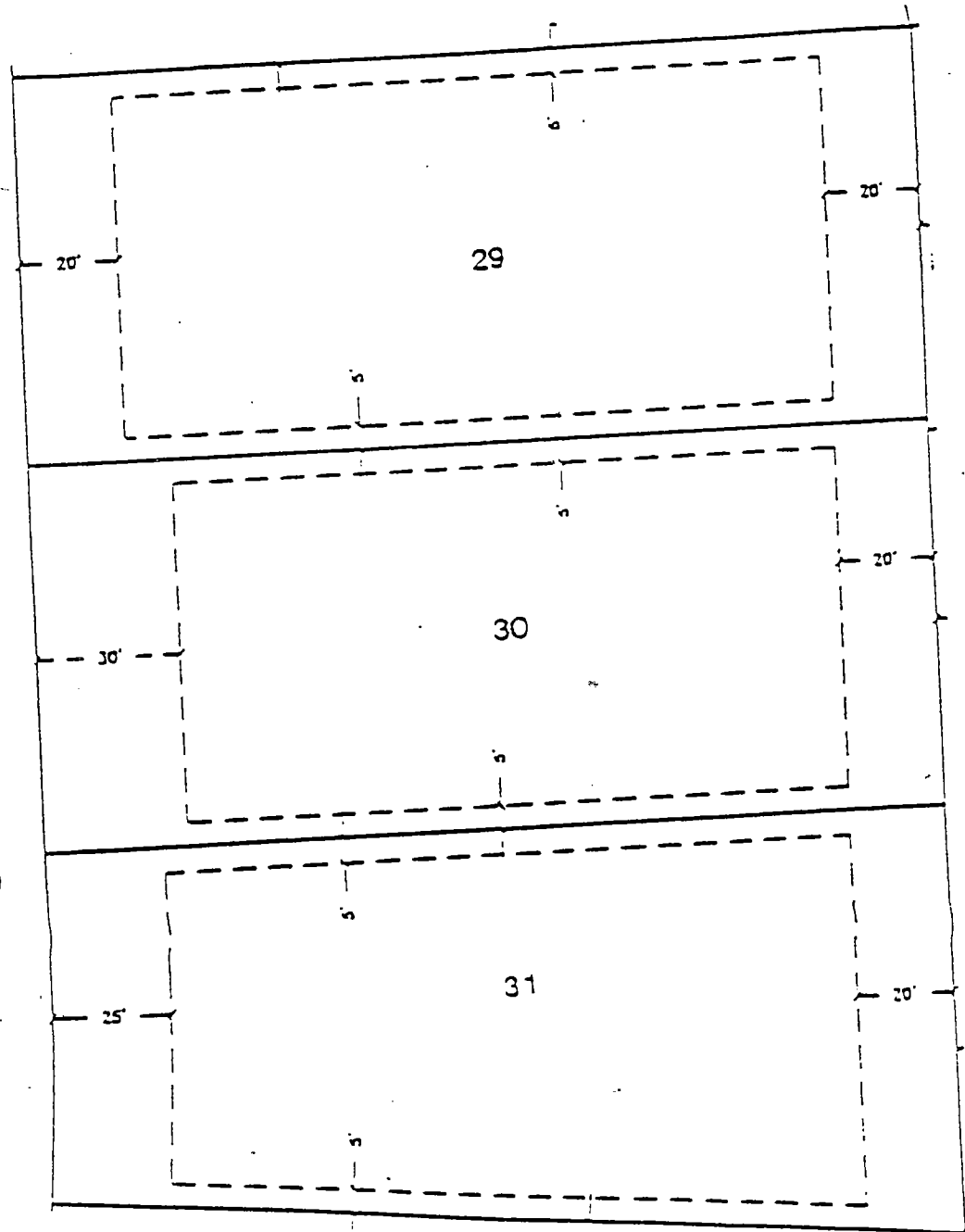


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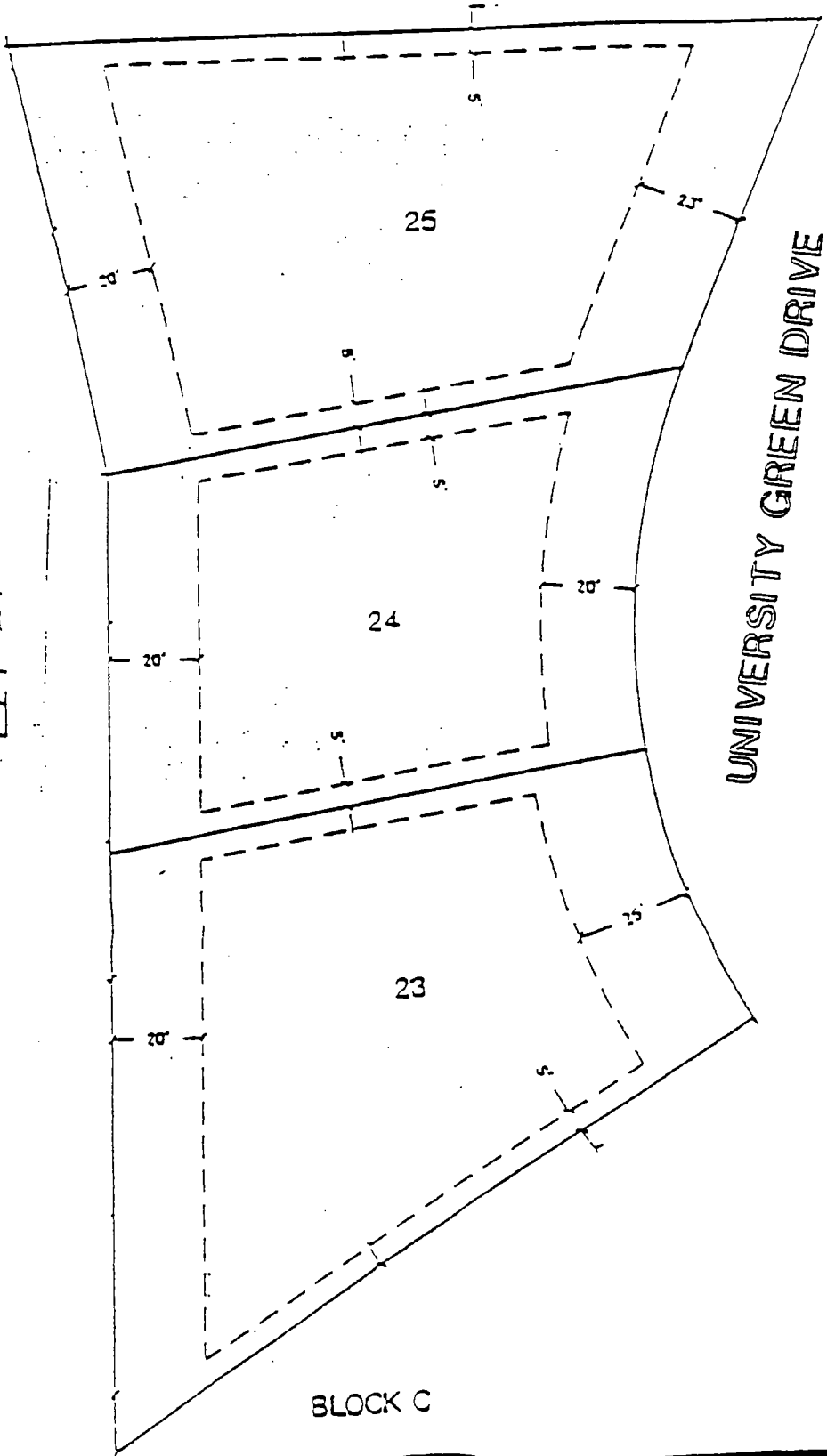
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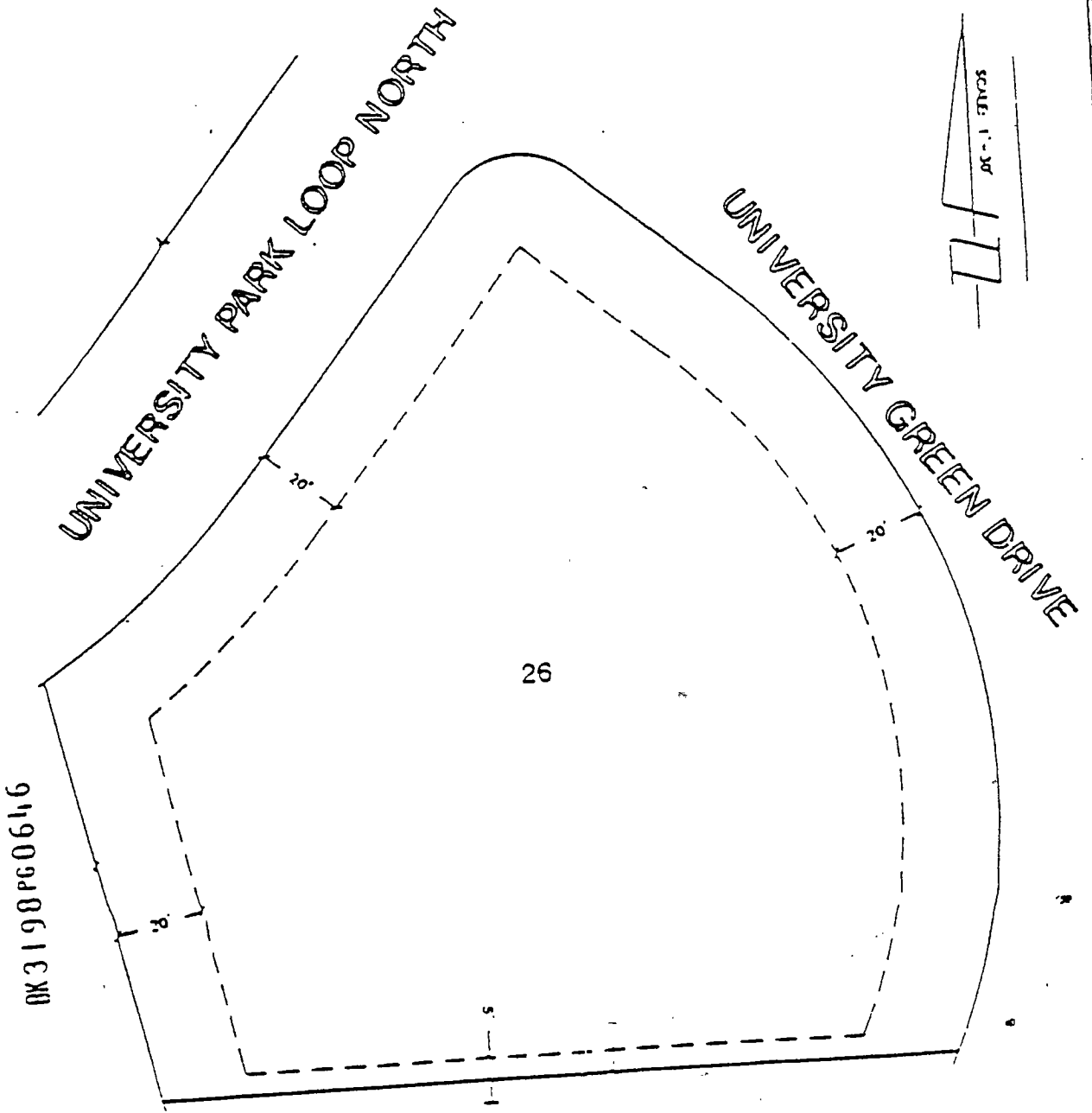
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UNIVERSITY RIDGE UNIT TWO



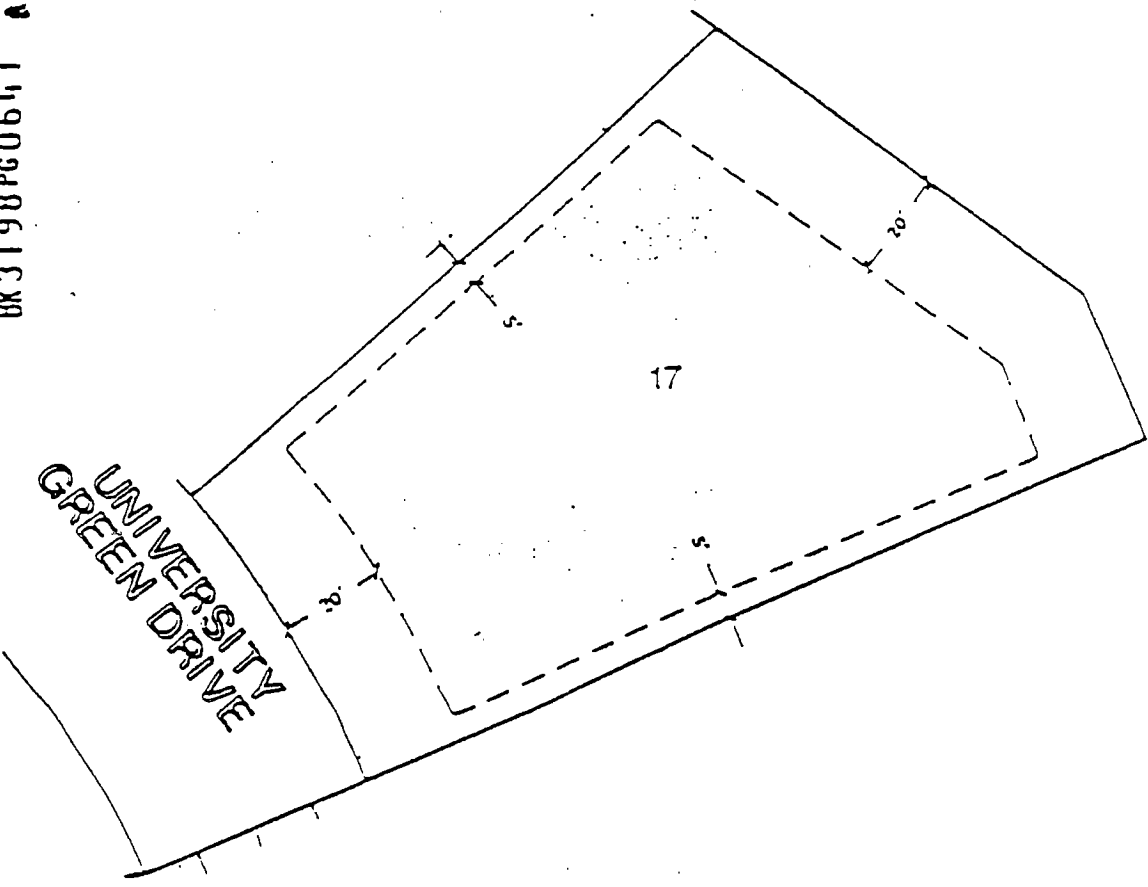
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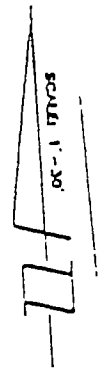
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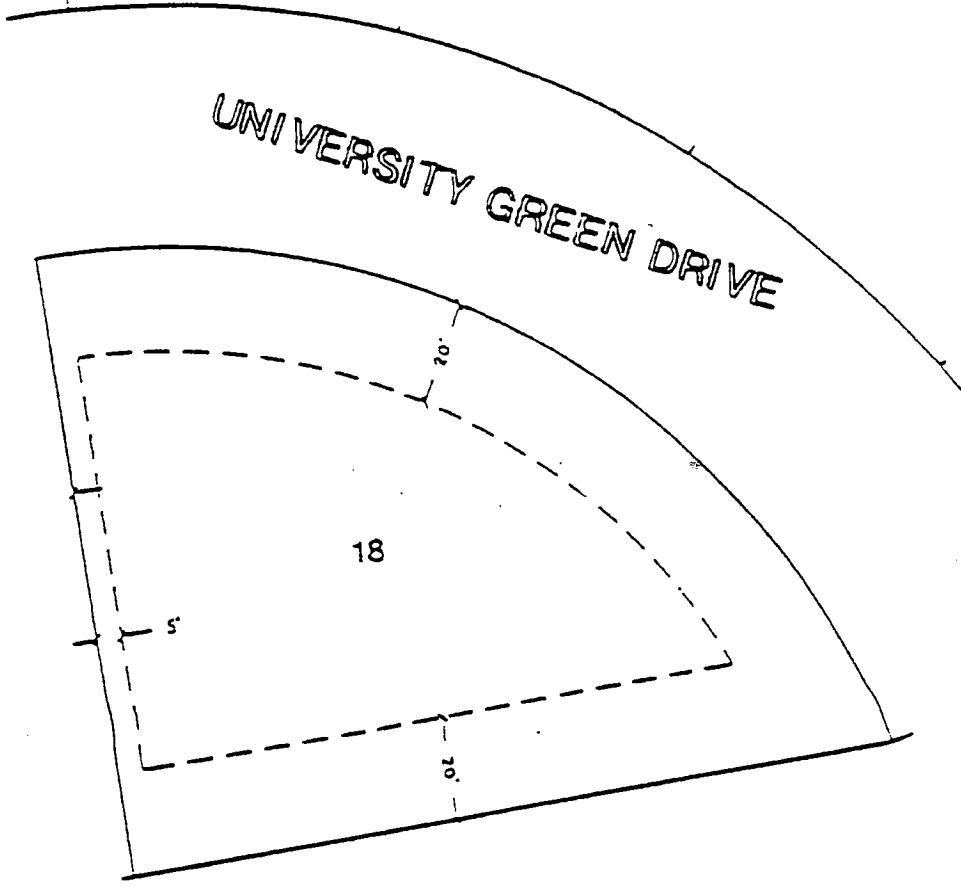
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EXHIBIT B - UNIVERSITY RIDGE UNIT TWO



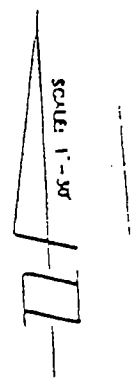
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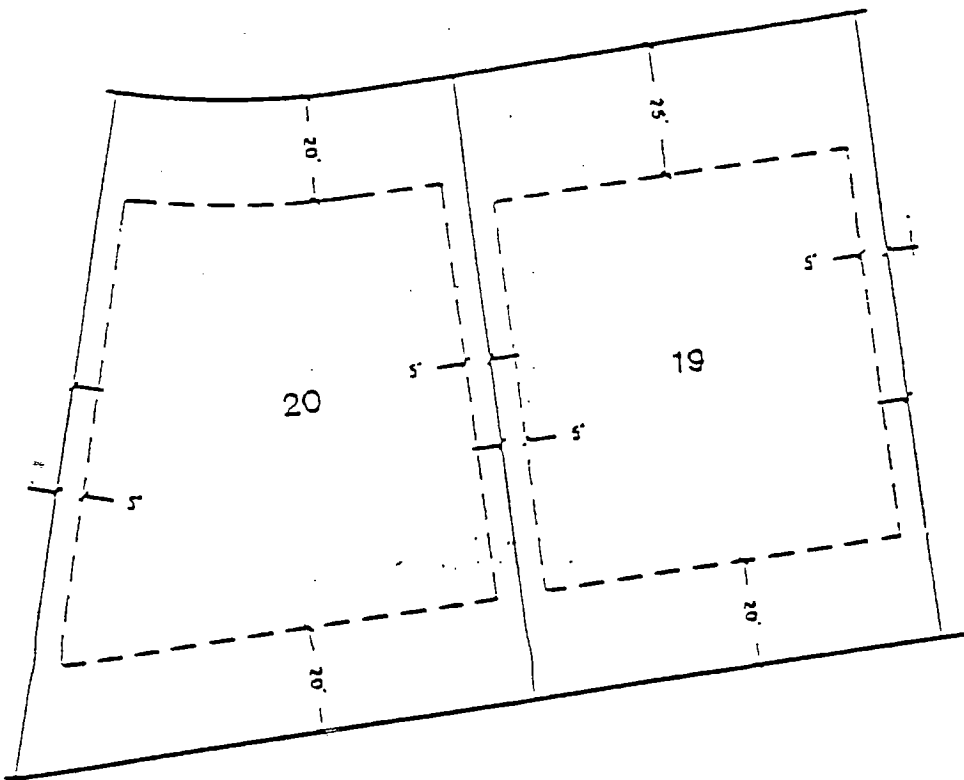
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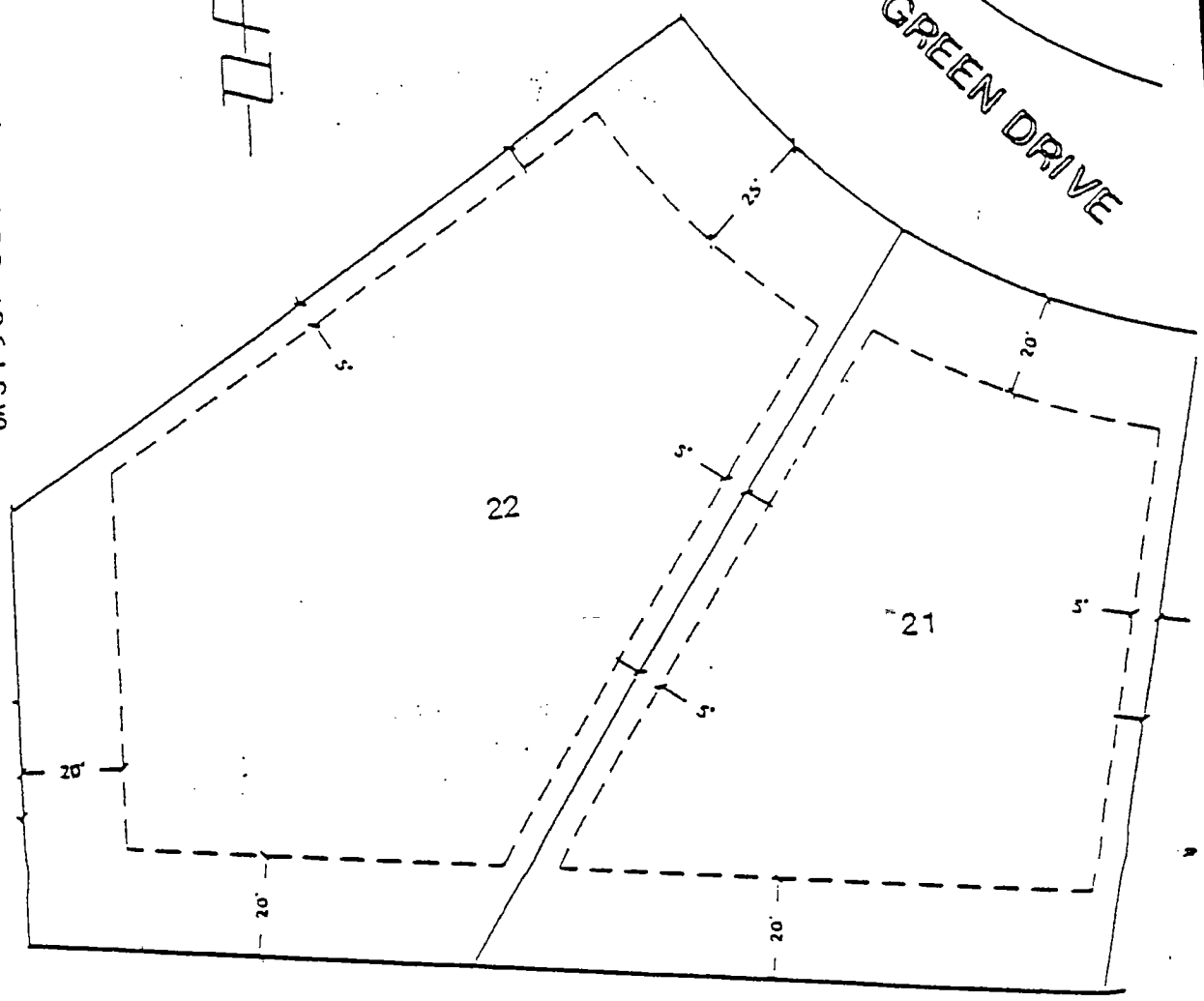
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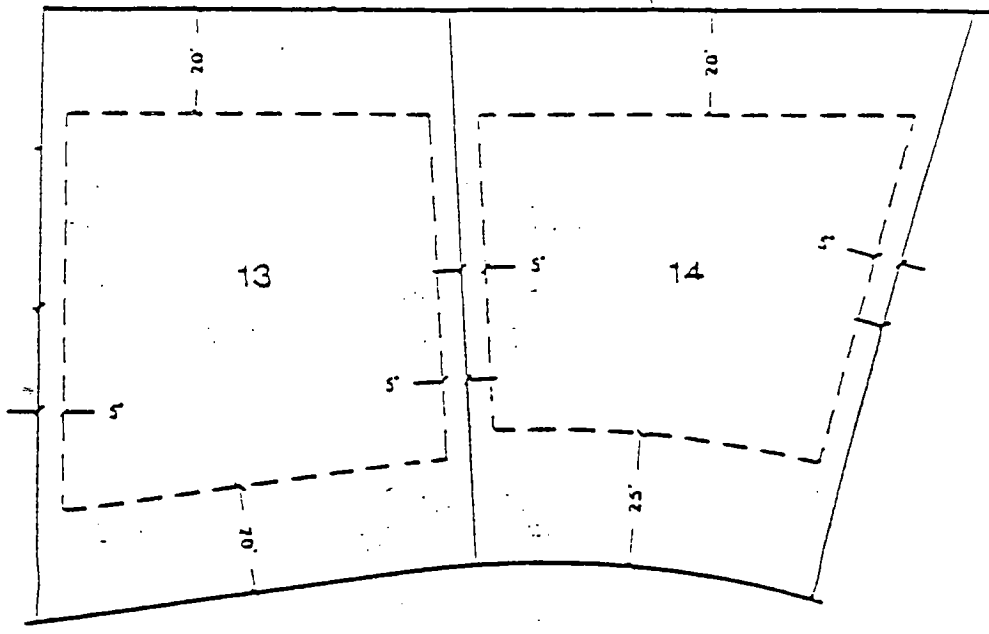
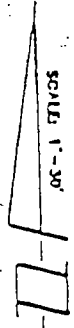
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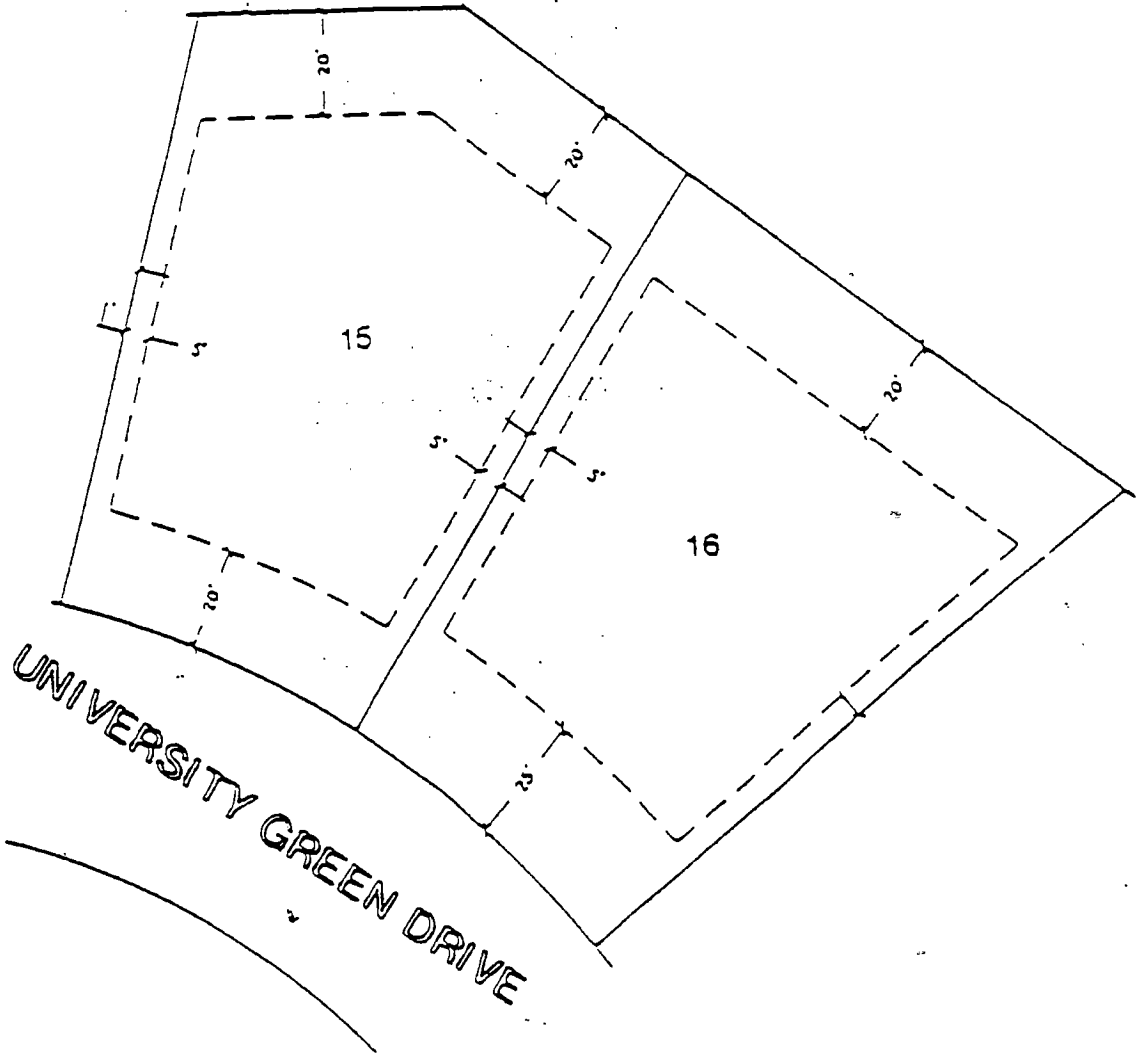
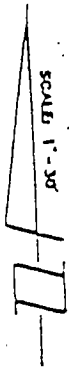
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BLOCK B

EXHIBIT B - UNIVERSITY RIDGE UNIT TWO

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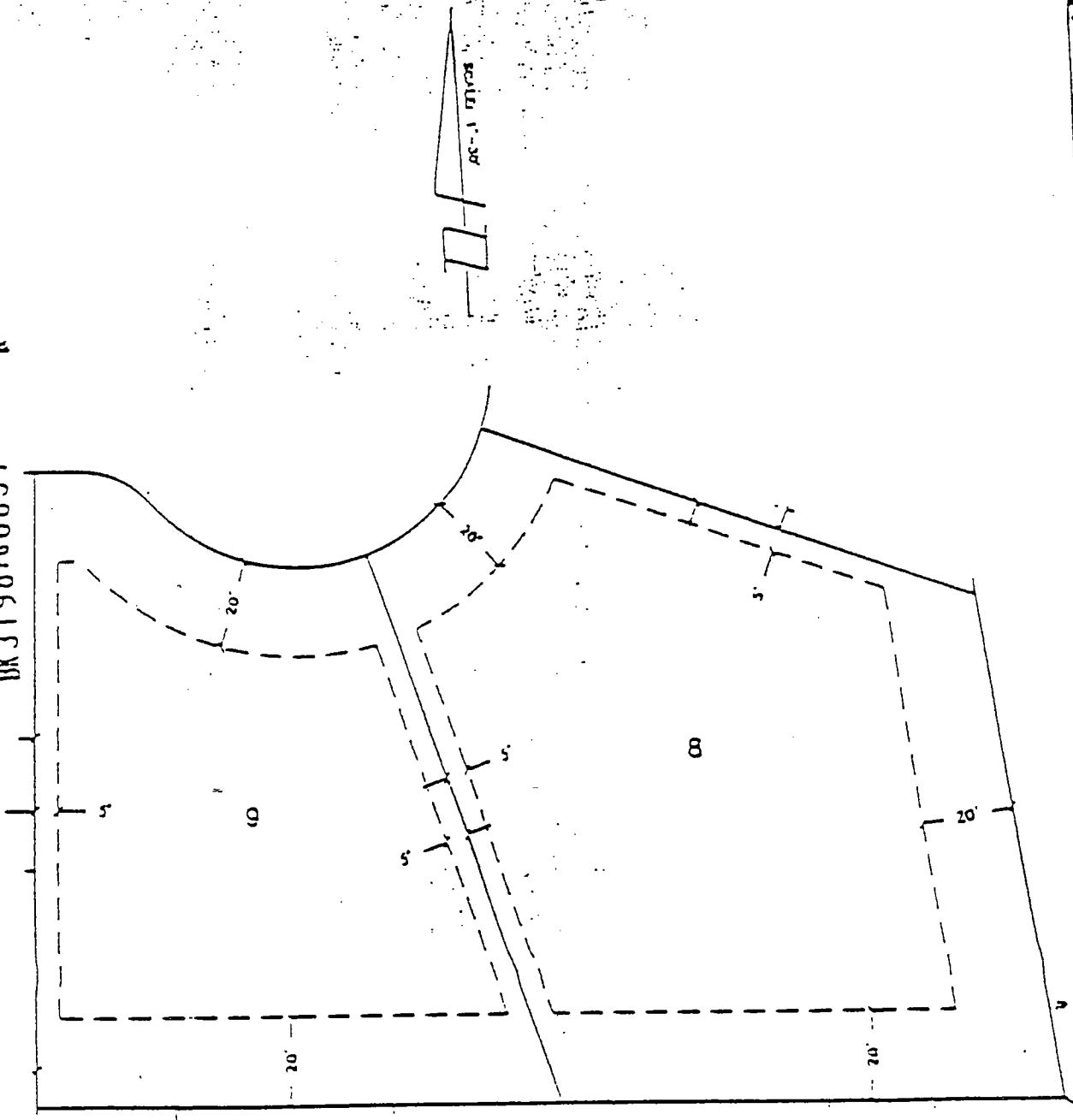


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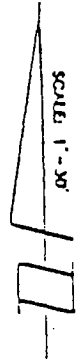
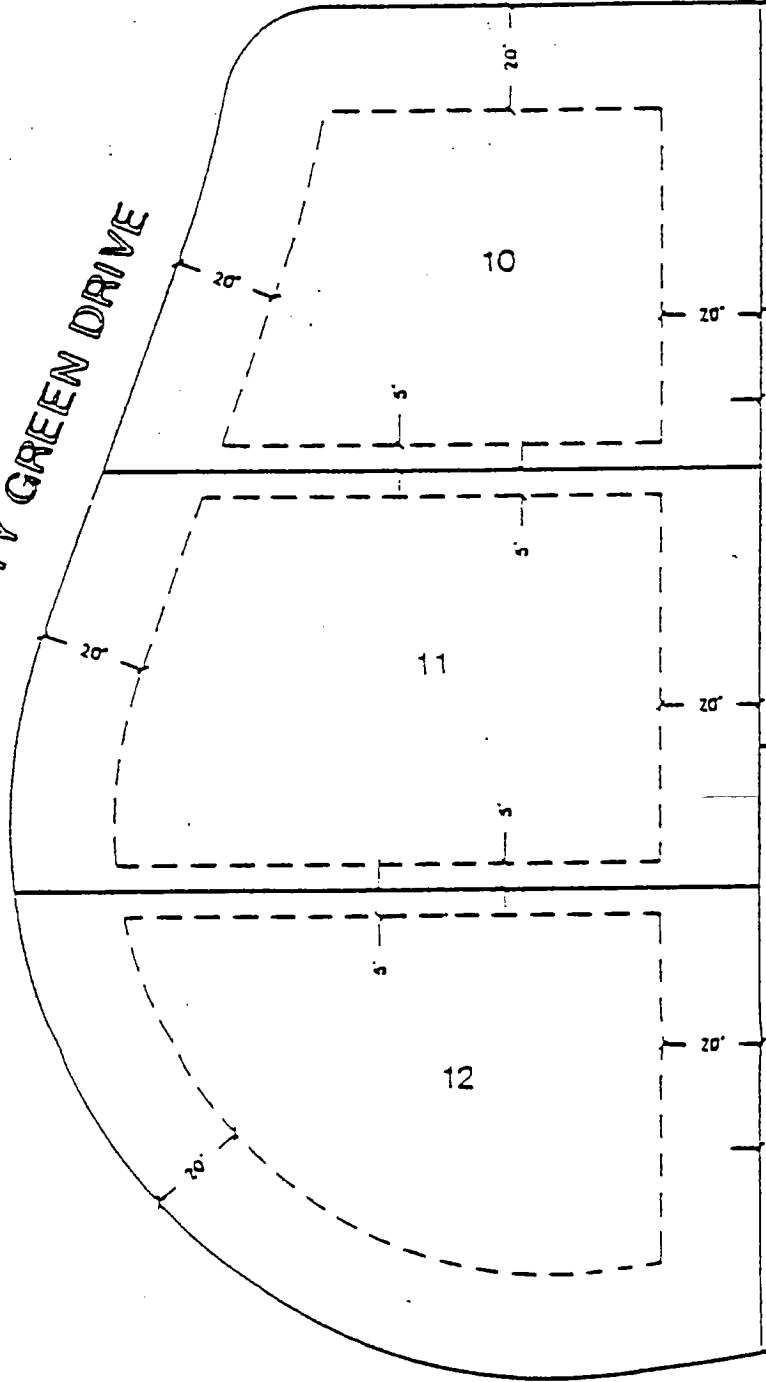


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particularly defined in paragraph 3. on page 1 of this Declaration, and which is being amended by this Declaration.

1.11 Lot. Any numbered single family lot shown on a Map affecting the Subject Property upon which one individual residence has been or will be erected and which will be conveyed to an Owner in fee.

1.12 Single Family Dwelling. Living facilities for a single family containing living quarters, kitchen and bath facilities, which have been or will be erected upon a Lot. Said Single Family Dwelling, together with the Lot upon which it is situate, will be owned by an Owner in fee.

1.13 Map. Any subdivision Map of the Subject Property or any subdivision Map of the Neighboring Subdivision as they are from time to time recorded.

1.14 Neighboring Subdivisions. The real property, other than the Subject Property, governed by and subject to the Existing Declaration, which neighboring subdivision property is more particularly described on Exhibit "B" attached hereto. Neighboring Subdivisions shall also include any other real property which may be described in a recorded Supplemental Declaration affecting the Neighboring Subdivisions and which annexes additional real property in accordance with the provisions of the Amended and Restated Declaration affecting the Neighboring Subdivisions.

1.15 Owner.

1.15.1 Any person or legal entity, including the Declarant, who holds fee simple title to any Lot or Parcel of the Subject Property.

1.15.2 Any person or legal entity who has contracted to purchase fee title to a Lot or Parcel of the Subject Property pursuant to a written agreement recorded in the Recorder's Office of Washoe County, Nevada in which case the seller under said agreement shall cease to be the Owner while said agreement is in effect.

1.15.3 A lessee of a Lot or Parcel of the Subject Property under a recorded lease from the Owner of fee simple title to said Lot for a term of not less than fifty (50) years, in which case the lessor under said lease ceases to be the Owner while said lease is in effect.

1.15.4 Owner does not include the Association or any person or entity owning a lot or parcel of the Neighboring Subdivisions.

1.16 Parcel. Any portion of the Subject Property other than a Lot or Common Area.

1.17 Record, Etc. "Record", "to record", "recorded", "recording" or "of record" shall mean that an instrument has been, is or is to be duly acknowledged and filed for recording, and in applicable instances, has been recorded, in a public record in the office of the County Recorder of Washoe County, Nevada.

1.18 Subject Property. That certain real property situate in Washoe County, Nevada which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

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1.19 Supplemental Declaration. A Recorded Supplemental Declaration affecting the Neighboring Subdivisions which annexes additional property described therein to the Neighboring Subdivisions.

ARTICLE 2. COMMON AREAS

2.01 Ownership. All areas designated as Common Areas in Recorded Maps affecting the Subject Property and all areas designated as Common Areas in Recorded maps affecting the Neighboring Subdivisions 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. Declarant will convey all Common Areas of the Subject Property to the Association at such time as Declarant first conveys any Common Area of the Neighboring Subdivisions to the Association. The Common Area of the Subject Property shall be conveyed to the Association subject to the provisions of this Declaration, the provisions of the Amended and Restated Declaration affecting the Neighboring Subdivisions Recorded concurrently with this Declaration, and subject to such easements and rights-of-way as then appear of Record.

2.02 Use. All Owners of Lots or Parcels within the Subject Property, and all owners of lots or parcels within the Neighboring Subdivisions shall be entitled to use and enjoy the Common Areas of the Subject Property and the Common Areas of the Neighboring Subdivision and any and all improvements thereon. The use and enjoyment of said Common Areas and improvements thereon, whether before or after conveyance to the Association, shall be subject to the powers of the Association as set forth in the Articles and Bylaws and to such rules and regulations governing the use of Common Areas and improvements as may from time to time be adopted by the Board of the Association.

2.03 Maintenance. Maintenance of all Common Areas and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance thereof to the Association; thereafter, the Association shall have sole responsibility therefor.

2.04 Subsequent Dedication. At any time after conveyance to the Association of any Common Areas, the Association may, subject to the approval of the membership as provided in the Bylaws of the Association, offer any such property for dedication to public use. Such offer shall be subject to acceptance by the appropriate governmental authority pursuant to its then applicable standards. Any available credit against the residential construction tax and other available benefits resulting from the dedication of any Common Area to public use shall be retained by and inure directly to the benefit of the Declarant.

ARTICLE 3. RESTRICTIONS ON USE OF LOTS

3.01 Residential Uses. All Lots of the Subject Property shall be used only for single-family residential use as defined in applicable zoning ordinances. The only buildings that may be constructed on residential Lots are the following: (a) on a residential Lot which is designated as a "patio" Lot, a Single Family Dwelling containing at least One Thousand One Hundred (1,100) square feet; (b) on a residential Lot which is designated as a "luxury" Lot, a Single Family Dwelling containing at least One Thousand Three Hundred (1,300) square feet; and (c) on a residential Lot which is designated as an "estate" Lot, a Single

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Family Dwelling containing at least One Thousand Five Hundred (1,500) square feet. In each case plus accessory buildings and a garage (whether or not attached to the dwelling structure).

No used building constructed or erected upon other real property shall be moved from other locations onto any Lot. Neither trailers nor mobile homes shall be permitted on any Lot unless housed in an enclosed structure. No structures of a temporary character, trailers, basements, tents, sheds, garages, barns or other outbuildings shall be used on any Lot at any time as a residence either temporarily or permanently. All temporary structures on any Lot during construction of a residence must be approved by the Architectural Committee and must be removed when construction is completed.

No auctions or similar events shall be conducted on any Lot.

1.02 Open Space. Notwithstanding any provision in this Declaration to the contrary, any portion of a Lot designated specifically in a Recorded Map for use only for open space shall be retained in accordance with the natural environment of the Real Property, shall be used by the Owners thereof only for such purposes.

1.03 Excavation. No excavation shall be made on any Lot except in connection with construction of an Improvement on such Lot, and upon completion thereof any exposed opening shall be back-filled and disturbed ground shall be compacted, graded and levelled in such a manner that the drainage over the disturbed ground shall be the same as it was prior to such excavation. All excavation shall be performed in accordance with plans approved by the Architectural Committee.

1.04 Fences. No fence, hedge, wall or other dividing structure higher than six (6) feet above the surface of the ground shall be permitted on any Lot except as otherwise provided herein.

1.05 Subdivision. No Lot may be subdivided unless such subdivision is approved by both the City of Reno and by the Architectural Committee.

1.06 Noxious Activity. No noxious, offensive or disturbing activity of any kind shall be permitted on any Lot or within any Improvement located on any Lot.

1.07 Clearance from Paved Roads. No fire hazardous materials or vegetation (as the same may be determined from time to time by the Architectural Committee) shall be permitted within fifteen (15) feet of any paved road or driveway on or abutting any Lot.

1.08 No Imperiling of Insurance. No Owner and no Owner's Guests shall do anything or cause anything to be kept in or on the Subject Property that might result in an increase in the insurance premiums of insurance obtained for the Common Areas or that might cause cancellation of such insurance, without the prior written consent of the Architectural Committee.

1.09 Restriction on Signs. No signs or advertising devices of any nature shall be erected or maintained on any part of the Subject Property, except signs in or on a Lot of a customary and reasonable dimension, advertising the sale or lease of such Lot, without the prior written consent of the Architectural Committee. The Architectural Committee shall permit the placing of signs of

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reasonable size and dignified form to identify the Subject Property and the Lots therein. The Architectural Committee shall also permit the placing of any sign required to be placed on the Subject Property by any governmental body. Nothing contained herein shall prohibit or restrict in any way Declarant's right to construct such promotional signs or other sales aids on or about any portion of the Subject Property that it shall deem reasonably necessary in connection with its sale of Lots.

3.10 Restriction on Animals. No live animals, reptiles, birds (other than birds which are kept within a residence) or insects shall be kept on any part of the Subject Property without the prior written consent of the Architectural Committee, except that an Owner may keep such numbers of dogs or cats as household pets on each Lot owned by such Owner as are in compliance with applicable zoning.

3.11 Disturbance of Other Lots. No use of any Lot or of any improvement located on any Lot shall annoy or adversely affect the use, value, occupation and enjoyment of any neighboring Lot or the Subject Property.

3.12 Antennas Prohibited. There will be no exposed television, radio or C.B. antennas on any dwelling or structure within the Project. Satellite receivers or dishes not exceeding 16 inches in diameter shall be allowed; however, the placement and location of such satellite receivers or dishes shall be subject to the approval of the Architectural Committee. All satellite receivers or dishes shall be painted in earthtone colors to conform with the surrounding landscape and/or may be required to be screened or enclosed. All antennas and satellite receivers or dishes placed or erected on any Lot of the Subject Property prior to the recordation of this Declaration shall be exempt from the provisions of this Section 3.12; provided, however, that the placement or erection of any replacement or substitute antenna or satellite receiver or dish by an Owner shall be subject to the provisions of this Section 3.12.

ARTICLE 4. ARCHITECTURAL COMMITTEE

4.01 Creation and Initial Committee Membership. In order to maintain the unique and prestigious architectural format established for the Subject Property, the Skyway View Architectural Committee is hereby established. Until such time as the Owners shall elect their own Architectural Committee pursuant to Section 4.02 below, the University Ridge Architectural Committee established pursuant to the Amended and Restated Declaration for the Neighboring Subdivisions Recorded concurrently with this Declaration shall serve as the Skyway View Architectural Committee. The University Ridge Architectural Committee, and therefore the Skyway View Architectural Committee, currently consists of Steven Hamilton, Jeff Codega, Dave Brown, Al Brewer, and Con Mackey. Any change in the composition of the University Ridge Architectural Committee shall automatically change the composition of the Skyway View Architectural Committee until such time as the Owners elect their own Architectural Committee pursuant to Section 4.02 below. A quorum of the Architectural Committee shall consist of a majority of the Committee members or three (3) members, whichever is less. A decision may be rendered by a majority of the Architectural Committee members at a meeting at which a quorum is present. The Architectural Committee shall have the power to establish its own internal rules, regulations, and procedures.

4.02 Election of Architectural Committee by Owners. At any time after the recordation of this Declaration, the Owners shall

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have the right to elect a new Architectural Committee at a meeting of the Owners called for that purpose. For the purposes of electing and removing Architectural Committee members, a majority vote of the Owners in attendance at a meeting at which a quorum is present shall be required. A quorum shall consist of Owners owning a majority of the Lots of the Subject Property. The Architectural Committee elected by the Owners shall be composed of not less than three (3) nor more than seven (7) members. Committee members shall be subject to removal by the vote of the Owners as provided above, and any vacancy from time to time existing due to the removal, resignation, incapacity, or death of any member or members of the Architectural Committee may, absent an election by the Owners, be filled by the remaining members of the Architectural Committee. The Committee need not have more than three (3) members at any one time. A quorum of the Architectural Committee elected by the Owners shall consist of a majority of the Committee members or three (3) members, whichever is less. A decision may be rendered by a majority of the Architectural Committee members at a meeting at which a quorum is present. The Architectural Committee elected by the Owners shall have the power to establish its own internal rules, regulations, and procedures.

4.03 General Powers. In addition to the powers and duties delegated to the Architectural Committee by other provisions of this Declaration, the Architectural Committee shall consider and approve, disapprove, or stipulate reasonable changes or alterations to any plans, specifications or other materials submitted to it for the erection, construction, installation, alteration, placement or maintenance of any buildings, landscaping, fencing or other improvements on Lots, or for the alteration or remodeling of, or construction of additions to, any existing structures on Lots.

4.04 Requirements for Plans. All plans and specifications for any new building or other improvement shall be prepared by an architect and shall include, without limitation, floor, elevation, plot and grading plans; specifications for the principal exterior materials; description (together with, if practicable, samples) of color schemes; landscaping plans; provisions to be made for automobile parking; outside lighting plans, if any; and a detailed description of the location, character and method of utilization of all utilities. The plans and specifications for any alteration, modification or addition to the exterior of any existing building or improvement including, without limitation, alterations such as exterior painting (except for repainting with the same color paint) and changes in or addition of fencing, shall contain the same information with respect to such work as is required for any new building or other improvement, except that plans for nonstructural alterations, modifications or additions need not be prepared by an architect. After approval of any plans, specifications and other materials, the Committee shall, upon written request from the Owner, provide said Owner with a statement of approval.

The Committee shall require that the overall visual character of the Subject Property be one of natural materials, rough textures, earth and green vegetation colors (or other colors acceptable to the Committee) and forms compatible with those occurring in the natural landscape, and that the roofs and other exterior portions of all buildings and other improvements on the Subject Property conform to aesthetic standards established, and be constructed with materials approved, by the Architectural Committee.

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4.05 Review of Plans. The Committee may specify the procedures for the submission and approval of said plans, specifications and other material; provided, however, that the Committee's approval or disapproval of any such plans, specifications and other materials shall be given in writing within a reasonable time after submission of said plans, specifications and other materials. If the Committee shall disapprove of any such plans, specifications and other materials, it shall send notice of its disapproval to the person or persons applying for said approval at the address set forth in the application therefor within a reasonable time. If notice of disapproval is not so sent within a reasonable time, the plans, specifications and other materials submitted shall be deemed to have been approved by the Committee.

4.06 Standards of Review. The Committee shall, in reviewing plans, specifications and other materials submitted to it, consider the suitability of the proposed building or other improvement for the area in which it will be located; the quality of the materials to be used in construction; and the effect of the proposed building or other improvement on neighboring lots and the Subject Property.

4.07 Prosecution of Work After Approval. After approval by the Committee of any plans, specifications or other materials, the construction, alteration or other work described in such plans, specifications or other materials shall be performed as promptly and diligently as possible and in complete conformity with said plans, specifications or other materials. Failure to accomplish such construction, alteration or other work within one (1) year after the date of approval or to complete the proposed work strictly in accordance with said plans, specifications or other materials shall operate automatically to revoke the approval by the Committee and, upon demand by the Committee, the lot upon which such construction, alteration or other work was undertaken shall be restored as nearly as possible to its state existing prior to any such construction, alteration or other work. If such lot is not so restored the Committee may undertake such restoration and charge the cost thereof to the Owner of said lot. The Committee and its duly appointed agents may enter upon any lot at any reasonable time or times to inspect the progress or status of any such construction, alteration or other work.

4.08 Fees. The Committee shall have the right to require payment of reasonable fees for review of proposed plans, specifications and other materials.

4.09 Skyway View Design Rules. The Committee may, but shall not be required to, adopt rules and regulations (a) regulating construction on the Subject Property, including, without limitation, dust and noise abatement requirements, use of temporary construction camps, trailers, construction offices, supply and equipment shelters and screening, hours of construction activity and construction equipment routes, and (b) interpreting or implementing the provisions of this Declaration pertaining to the design of buildings and other improvements, including, without limitation, building height, minimum square footage requirements for improvements, types of building materials, permissible exterior colors, landscaping, and aesthetic requirements. Said rules and regulations, if any, shall be called the "Skyway View Design Rules." A copy of the Skyway View Design Rules as from time to time adopted, amended or repealed, certified by a member of the Committee, will be maintained in the Architectural Committee's office and shall be available for inspection during normal business hours by any Owner or prospective Owner or any architect or agent of any Owner or prospective Owner.

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4.10 Liability of Committee Members. Provided that Committee members act in good faith and with due diligence, neither the Committee nor any member thereof shall be liable to the Association, any Owner or any other person for any damage, loss or prejudice suffered or claimed on account of: (1) the approval or disapproval of any plans, specifications and other materials, whether or not defective; (2) the construction or performance of any work, whether or not pursuant to approved plans, specifications and other materials; (3) the development or manner of development of any Lot within the Subject Property; or (4) the performance of any other function pursuant to the provisions of this Declaration.

4.11 Professional Advice. The Committee may employ the services of an architect or engineer to render professional advice, and may pay a reasonable compensation for such services which compensation may be charged to any Owner who has submitted plans, specifications or other materials requiring review by such architect or engineer; provided that such compensation may only be charged to such Owner if she or he has been informed in advance that such compensation will be so charged.

4.12 Enforcement. In the event construction of any improvement shall be commenced without Committee approval, or in the event any improvement is not constructed in conformance with approved plans therefor, the Owner shall be deemed to be in violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration as provided herein, the Architectural Committee shall also have the power and authority to institute legal and other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions hereof. All costs of litigation, including attorneys' fees, shall be charged to and paid by the defendant if the Architectural Committee prevails. Such charges shall constitute a lien on such Owner's Lot from the date of entry of the judgment therefor and shall be enforceable as any judgment. In the event the Architectural Committee is not successful, each party shall pay its own costs and attorneys' fees.

4.13 Committee Address. All plans, notices, correspondence, or other communication to the Architectural Committee should be directed to the following address:

Skyway View Architectural Committee
c/o Ridgeland Land Company
910 Demos Court
Reno, Nevada 89512

ARTICLE 5. THE ASSOCIATION

5.01 General Purposes and Powers. Ridgeland Homeowners' Association has been incorporated as the Association to which reference is made in this Declaration. Although the Association is currently incorporated under the name of Ridgeland Homeowners' Association, the Articles of the Association shall be amended to change the name of the Association to University Ridge Homeowners' Association. The Association is a Nevada non-profit corporation organized to maintain, develop and operate the Common Areas of the Subject Property and the Neighboring Subdivisions, the open spaces, and rock outcrop easements of the Neighboring Subdivisions, and all improvements located thereon. The powers and purposes of the Association are more fully described in paragraph 5.05 below and in the Articles and Bylaws of the Association.

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5.02 Membership. There shall be two (2) classes of membership in the Association, Voting Memberships and Non-Voting Memberships, as follows:

5.02.1 Voting Membership. Voting Membership in the Association is limited to owners of lots within the Neighboring Subdivisions and Voting Membership is automatic with and appurtenant to such ownership. Voting Memberships shall be entitled to the voting rights described in paragraph 5.03 below, and shall be subject to assessment as provided in the declaration affecting the Neighboring Subdivisions. Voting members shall have such other rights, duties, privileges and obligations as are provided in the Articles and Bylaws of the Association as amended from time to time.

5.02.2 Non-voting Membership. Non-Voting Membership in the Association is limited to the Owners of Lots within the Subject Property and is automatic with and appurtenant to such ownership. Non-voting members shall not have voting rights in the Association nor shall non-voting members be subject to assessments of the Association. Non-voting members shall be entitled to attend all meetings of the Association, to receive notices thereof, to serve on committees or as officers and directors of the Association and to such other rights, duties, privileges and obligations as may be provided in the Articles and Bylaws of the Association as amended from time to time.

5.02.3 Membership Exclusive. Only those persons or entities entitled to Voting Membership or Non-Voting Membership may become members of the Association. No other persons or entities may become members of the Association.

5.03 Voting Rights. Voting members shall have voting rights in the Association as provided in the Bylaws of the Association, as such Bylaws are amended from time to time. As of the date of this Declaration, the Bylaws provide that the voting members have the following voting rights in the Association; however, the provisions of the Bylaws may be amended and any such amendments to the Bylaws shall control over the provisions of this Declaration:

5.03.1 Class A Voting Rights. Each owner of a lot in the Neighboring Subdivisions shall have Class A voting rights and shall have one vote for each lot owned by such owner; provided, however, that Declarant shall not have Class A voting rights until the date specified in Section 5.03.2 below. In the event a lot is owned by multiple owners, the multiple owners shall, prior to each meeting of owners, provide the Association with a written statement, signed by all such multiple owners, indicating how the vote assigned to the lot owned by such multiple owners is to be divided among such multiple owners; provided, however, that in the event that the Association does not receive such a statement prior to any such meeting, the vote for such lot shall be apportioned equally among the owners of such lot present at such meeting.

5.03.2 Class B Voting Rights. Declarant shall have Class B voting rights and shall have three votes for each lot it owns, until the date which is the earlier of (a) the date on which the total Class A votes then existing equal the total Class B votes then existing, or (b) December 31, 1998. After such date, Declarant shall have Class A voting rights and shall have only one vote for each lot it owns and Class B voting rights shall forever cease to exist. In all other respects there shall be no difference between Class A and Class B voting rights.

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5.04 Other Membership Rights, Privileges and Obligations. The rights, duties, privileges and obligations appertaining to membership in the Association, including penalties for failure to comply with the Association's Rules and Regulations are as set forth in its Articles and Bylaws. Membership in the Association may be represented by a membership certificate issued by the Association. No membership certificate shall be transferred on the books of the Association until all prior charges and assessments against said membership shall have been paid in full. One (1) Owner of more than one (1) Lot or Parcel shall be considered as one (1) member for the purpose of use of the facilities of the Association. In the event a corporation, partnership or association shall own any Lot or Parcel, such corporation, partnership or association shall designate, by resolution certified by the secretary or by written consent of all partners or members delivered in each case to the Association, the name of the person who, together with his family, shall have the right to utilize the facilities of the Association.

5.05 Powers, Duties, and Authority of the Association. In addition to any other duties, powers, and authority conferred upon the Association by the Articles and Bylaws of the Association, or otherwise provided by law, the Association shall specifically have the following powers, duties, and authority:

5.05.1 Maintenance of Association Property. The Association shall be expressly required to operate, manage, maintain, and repair all Common Areas owned or controlled by the Association, all open space, slope, and rock outcrop easements for the benefit of the Association, and all landscaping improvements or Community Facilities erected or constructed on the Common Areas. In this regard, the Association may employ such personnel, contract for such services and engage such engineers, accountants, attorneys, and other consultants as may be reasonably necessary to perform its duties hereunder. The expenses of the Association, including the salaries of all employees and fees of all professional consultants shall be established and paid for by the Association. The Association may also purchase such equipment, materials, and supplies as may be necessary to perform its duties as imposed by this Declaration, the Articles, the Bylaws, or otherwise imposed by law.

5.05.2 Assessments. The Association shall have the power to assess the Voting Membership in accordance with the provisions of the Amended and Restated Declaration affecting the Neighboring Subdivisions recorded concurrently with this Declaration and as otherwise provided by law, but the Non-Voting Membership shall not be subject to assessment by the Association without the unanimous written consent of the Non-Voting Membership.

5.05.3 Rules and Regulations. The Association may make and enforce reasonable and uniformly applied Rules and Regulations governing the use of Common Areas and the use of lots of Neighboring Subdivisions. Such Rules and Regulations may, without limitation: (a) regulate use and enjoyment of Common Areas; (b) regulate the burning of open fires and the vegetation clearing and other fire protection actions to be taken by Owners with respect to their Lots; (c) regulate the use and parking of motor vehicles within the Subject Property; (d) prohibit noxious or offensive activities, nuisances, unsafe or hazardous activities or construction, emission of loud sounds or offensive odors and unsightliness; and (e) regulate the use of Association Property by members and their Guests...

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The Association shall furnish each member with a written copy of each such Rule or Regulation, but failure to furnish such copy shall not be deemed to invalidate such Rules or Regulations to any extent. Rules and Regulations adopted in accordance with the provisions of this Section shall be enforceable in the same manner as the provisions of this Declaration and any violation of such Rules and Regulations by an Owner, or by a guest of an Owner, shall be treated as a violation by such Owner of this Declaration.

5.05.4 Construction of Improvements. The Association shall have the authority and power to construct, improve, repair, demolish, remove and reconstruct any part of the Common Area not inconsistent with this Declaration, and appropriate for the use and benefit of the members of the Association, and to charge for the use thereof, provided that the Association shall not include in any assessment, annual or special, the cost of any new capital improvement which exceeds \$1,000.00 in cost to be expended in any one calendar year, unless 51% or more of both classes of voting members previously have approved said expenditure.

5.05.5 Disposition or Dedication of Association Property. Subject to the procedures specified in the Bylaws of the Association requiring the approval of the membership, the Association shall have the authority and power to sell, transfer, dedicate, or otherwise dispose of any real or personal property owned by the Association for such price and on such terms as the Association may approve; provided, however, that prior to disposing of any Common Area of the Association by sale or other disposition, the Association must first offer to dedicate the Common Area to the City of Reno as provided by law.

5.05.6 Property Taxes. The Association shall pay all property taxes and assessments levied on any real or personal property owned by the Association. The Association may contest, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity, or application of any such taxes or assessments.

5.05.7 Enforcement. The Association shall have the right to enforce all provisions of this Declaration, the provisions of the Articles and Bylaws of the Association and any Rules and Regulations promulgated by the Association. The Association may proceed at law or in equity to prevent the occurrence, or continuation of a violation of any provision of this Declaration. In addition, the Association may suspend all voting rights and all rights to use the Association's Common Area of any member for any period during which any Association assessment against such Owner's property remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such member after the existence thereof has been declared by the Board, including a violation by virtue of the failure of the member to comply with the Bylaws or Rules and Regulations of the Association.

5.05.8 Insurance. The Association shall have the duty to obtain and maintain in full force and effect at all times policies of fire and all risk insurance covering loss or damage to property owned by the Association by fire and such other hazards as are covered under standard all risk extended coverage policies, with vandalism and malicious mischief endorsements, in the amount of the full insurable replacement value of such property. The Association shall also obtain and maintain a policy of public liability and property damage insurance having such limits as the

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Board shall determine from time to time insuring against all liability arising out of and in connection with the use and occupation of the real property owned by the Association. The Association shall also have the power and authority to obtain and maintain other and additional insurance coverage, including, without limitation, fidelity bonds or insurance covering employees and agents of the Association and insurance indemnifying officers, directors, employees, and agents of the Association and of the Architectural Committee. The cost and expense of all insurance obtained by the Association shall be an expense of the Association.

5.05.9 Repair and Restoration. If any real or personal property owned by the Association is damaged or destroyed by a risk covered by insurance maintained by the Association, and if the insurance proceeds are sufficient to pay for the cost of the repair, restoration, or replacement of the damage or destruction, then the Association shall repair, restore, or replace the damage or destruction. If any property owned by the Association is damaged or destroyed from a risk not covered by the insurance maintained by the Association, or if the insurance proceeds are not sufficient to pay for the cost of the repair, restoration, or replacement of insured damage or destruction, then the Association may either dispose of the property which has been damaged or destroyed, or repair, replace, or restore such property as determined by the vote of the voting membership of the Association.

5.05.10 Implied Rights. The Association shall have and may exercise any right or privilege given to it expressly by this Declaration or as may be reasonably implied from the provisions of this Declaration or implied by law and the Association shall have such additional rights, privileges, and powers as may be necessary to fulfill its duties, obligations, rights, and privileges provided hereby.

ARTICLE 6. EASEMENTS

6.01 General Reservation. The following easements over each Lot, Parcel, and Common Areas of the Subject Property, together with the right of ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to the Declarant and his licensees, and where applicable, for the benefit of the Association and its successors and assigns and the Owners and their successors and assigns.

6.02 Utilities. Such utility easements as are shown on Maps of various units of the Subject Property recorded from time to time together with the right to extend all utility services within such easements to other areas being developed within the Neighboring Subdivisions for the installation, maintenance, and operation of all utilities, and the accessory right to locate or to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance and operation.

There is reserved for the benefit of each Lot, as dominant tenement, an easement for utility services under and through the Subject Property and each other Lot, jointly as the servient tenement.

6.03 Construction Easement. Declarant reserves, for a period of ten (10) years, an easement over the Subject Property, including all Lots, Parcels, and Common Areas thereof, for the purpose of completing construction of improvements on the Subject Property and the Neighboring Subdivisions.

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6.04 Association Easement. An easement in favor of the Association, and in favor of the Architectural Committee as may be necessary, of entry to and access through each and every Lot and Parcel of the Subject Property and each and every lot and parcel of the Neighboring Subdivisions for the purpose of construction and maintenance of Common Areas, Community Facilities and open space, slope and rock outcrop easements, for performing emergency repairs necessary to prevent damage to property owned or maintained by the Association or to any Lot or Parcel of the Subject Property and the Neighboring Subdivisions, and for the performance generally of all rights and duties of the Association and of the Architectural Committee as provided in this Declaration; provided, however, that any damage to a Lot or Parcel of the Subject Property, to a lot or parcel of the Neighboring Subdivisions, or to an improvement thereon, resulting from the exercise of this easement shall be the responsibility of the Association.

6.05 Flowage Easement. Lots situated on higher elevations shall have a flowage easement over adjacent Lots having a lower elevation for the drainage of surface runoff of rainfall or other surface waters. The grade along or close to any side lot line of the Lot situated on the higher elevation shall not be altered nor shall any structure or improvement be placed along or close to any Lot line of the higher elevation Lot so as to unduly concentrate the flow of surface waters or locate such flow in a manner that will be hazardous to the life or cause substantial damage to the property of the Owner of the Lot situated on the lower elevation, except following the Recordation in the Office of the County Recorder of Washoe County, Nevada of an appropriate document evidencing the approval of the Owner of the lower Lot. No structure or improvement shall be erected, made or maintained on the Lot situated on the lower elevation that will alter or change the drainage pattern of such lower Lot in a manner hazardous or detrimental to the Lot situated on the higher elevation, except following the Recordation in the Office of the County Recorder of Washoe County, Nevada of an appropriate document evidencing the approval of the Owner of the higher Lot.

6.06 Reciprocal Easements. Declarant reserves for the benefit of the owners of property hereafter annexed to the Neighboring Subdivisions an easement of use, access, enjoyment, egress and ingress to all of the Common Areas; and by annexation of any additional property, grants an appurtenant easement of use, access, enjoyment, egress and ingress to all of the Common Areas of the annexed property for the benefit of each Lot of the Subject Property and each lot of the Neighboring Subdivisions. Such reciprocal easements may be used by Declarant, its successors, all members of the Association, their guests, tenants and invitees for such purposes as are reasonably necessary to the use and enjoyment of the Common Area.

6.07 Other Easements. Any other easement, including open space, slope and rock outcrop easements as shown on Maps of the Subject Property Recorded from time to time.

6.08 Disclaimer of Duties. The reservation of the easements described herein shall not be construed to impose upon the Declarant or the Association any duty or obligation not otherwise imposed by other provisions of this Declaration for the maintenance of utility lines, Common Areas, landscaping, or improvements thereon.

6.09 Effect of Easements on Servient Tenements. The areas of any Lot or Parcel affected by the easements reserved herein

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by which any right, title or interest in the Subject Property or in any Lot is granted, devised or conveyed, whether or not set forth or referred to in such deed or other instrument; (2) shall, by virtue of acceptance of any right, title or interest in the Subject Property or in any Lot by an Owner, be deemed accepted, ratified, adopted and declared as a personal covenant of such Owner, and, as a personal covenant, shall be binding on such Owner and such Owner's heirs, personal representatives, successors and assigns and shall be deemed a personal covenant to, with and for the benefit of the Association, the Architectural Committee and each and every other Owner; (3) shall be deemed a real covenant by Declarant for itself, its successors and assigns, and also an equitable servitude, running, in each case, as a burden with and upon the title to the Subject Property and each Lot and, as a real covenant and servitude for the benefit of the Subject Property and each Lot; and (4) shall be deemed a covenant, obligation and restriction secured by a lien in favor of the Association, burdening and encumbering the title to the Subject Property and each Lot in favor of the Association.

7.04 Enforcement and Remedies. In addition to any other remedies provided herein, by law, or in the Articles and Bylaws of the Association, each provision of this Declaration with respect to an Owner or the Lot of an Owner shall be enforceable by the Association, the Architectural Committee and by any Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover from the losing party its costs and expenses in connection therewith, including reasonable attorneys' fees.

7.05 Mortgage Protection.

A. No violation or breach of, or failure to comply with, any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair the lien of any mortgage, deed of trust or other lien on any Lot taken in good faith and for value and recorded in the Office of the County Recorder of Washoe County, Nevada prior to the time of recording in said Office of an instrument describing the Lot and listing the name or names of the Owner or Owners of fee simple title to the Lot and giving notice of such violation, breach or failure to comply; nor shall such violation, breach, failure to comply or action to enforce affect, defeat, render invalid or impair the title or interest of the holder of any such mortgage, deed of trust, or other lien or result in any liability, personal or otherwise, of any such holder or purchaser. Upon foreclosure of any such mortgage, deed of trust or other lien, no such holder who thereby assumes title to a Lot shall be required to correct past violations hereof with respect to such Lot so long as such Lot is neither occupied nor used for any purpose by such holder but is merely held for prompt resale. The Association, at its sole cost and expense, may correct such past violations. Any such purchaser on foreclosure shall, however, take subject to this Declaration except only that violations or breaches of, or failures to comply with, any provisions of this Declaration that occurred prior to the vesting of fee simple title in such purchaser shall not be deemed breaches or violations hereof or failures to comply herewith with respect to such purchaser, or her or his heirs, personal representatives, successors or assigns.

3. A first mortgagee, upon request, is entitled to written notification from the Association of any default in the

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performance by the individual Lot mortgagor of any obligation hereunder which is not cured within sixty (60) days.

C. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Declarant) have given their prior written approval, the Association shall not be entitled to:

(1) by act or omission, seek to abandon or terminate the Lot regime;

(2) change the voting rights, prorata interest or obligations of any Lot for purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;

(3) partition or subdivide any Lot;

(4) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or to transfer, the Common Area except as provided herein. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause;

(5) change the insurance requirements set forth herein or use hazard insurance proceeds for losses to Common Area for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute.

D. First mortgagees shall have the right to examine the books and the records of the Association.

E. The Association shall give notice in writing to the Federal Home Loan Mortgage Co. of any loss to or taking of the Common Area of the Project if such loss or taking exceeds \$10,000.00.

F. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the Lots.

G. No provision of this Declaration or of the Articles or Bylaws of the Association or any similar instruments pertaining to this Project shall give an Owner or any other party priority over any rights of first mortgagees of Lots pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Lots and/or Common Area.

7.36 Interpretation of Declaration. In interpreting and applying the provisions of this Declaration, said provisions shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners and occupants of dwellings within the Subject Property. It is not the intent of this Declaration to interfere with the provision of any law or ordinance or any rules, regulations or permits previously adopted or issued or which may be adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements between parties, provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any individual residence or upon the construction of

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buildings or structures, or in connection with matters other than are imposed or required by such provisions of law or ordinances, by such rules, regulations or permits or by such easements, covenants and agreements, then the provisions of this Declaration shall control.

7.07 Effect on Existing Owners. Except as otherwise expressly provided herein, such as in Section 1.12, all provisions of this Declaration shall apply to each and every Lot and Owner of the Subject Property from the date of Recordation of this Declaration; provided, however, with respect to any provision of this Declaration which imposes an additional or a greater restriction upon the use of any Lot of the Subject Property, the Owner thereof shall have a reasonable period of time in which to comply with the requirements of this Declaration.

7.08 Assignment of Powers. Any and all of the rights and powers vested in the Declarant pursuant to this Declaration may be delegated, transferred, assigned, conveyed or released by Declarant to the Association and the Association shall accept the same effective upon the recording by Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

7.09 Limited Liability. The Declarant, the Association, the Board, the Architectural Committee, and any member, officer, agent or employee of any of the same shall not be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. The Association shall indemnify every present and former officer and director of the Association and every present and former member of the Architectural Committee against all liabilities incurred as a result of holding such office, to the full extent permitted by law.

7.10 Disclaimer of Liability. Declarant disclaims any liability for repairs or maintenance of roads or other improvements, including utility lines located within the Common Areas of the Subject Property from and after the date of conveyance of such Common Areas to the Association.

7.11 Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Declarant, the Association, each Owner and their respective heirs, personal representatives, successors and assigns.

7.12 Severability. The invalidity or unenforceability of any provision of this Declaration in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of this Declaration.

7.13 Captions. The captions and headings in this Declaration are for convenience only and shall not be considered in construing any provision of this Declaration.

7.14 No Waiver. Failure to enforce any provisions of this Declaration shall not operate as a waiver of any such provision or of any other provision of this Declaration, nor shall such failure constitute a waiver of the right to enforce the same or any other provision of this Declaration for any subsequent violation.

7.15 Gender and Number. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

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Dated as of the 23rd day of January, 1989, to be effective upon recordation.

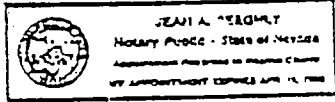
Declarant:

Ridgeland Land Company

By Steven Hamilton
Steven Hamilton, President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 23rd day of January, 1989, personally appeared before me, a Notary Public, Steven Hamilton, who acknowledged that he executed this Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions on behalf of Declarant, Ridgeland Land Company.



Jean A. Stegmyr
Notary Public

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