

THE CLUB AT ARROWCREEK POOL AND BACKYARD GROUNDS

PREPARED FOR

LUCKY STAR GOLF

PREPARED BY:

CFA, INC.
1150 CORPORATE BOULEVARD
RENO, NV 89502
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WITH:

& **GREY** | PICKETT,
Landscape Architects

&



JULY 16, 2018

PROJECT: 88-004.77

Project Narrative

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Project Narrative

The Club at ArrowCreek – Overview

The Club at ArrowCreek is a member's only facility that offers golf on two 18-hole courses, dining and members facilities for parties, gatherings and special occasions, social and recreational groups for members. The Club at ArrowCreek was purchased out of bankruptcy in 2015 by a group of ArrowCreek residents who were interested in seeing the golf course and facilities maintained and improved to provide greater value and offerings to the club members.

The Club at ArrowCreek is located within the ArrowCreek Master Planned Community at the western end of ArrowCreek Parkway in Southwest Reno. The ArrowCreek project was originally approved under the name Southwest Pointe in 1999. The proposed project includes areas behind (west) of the existing clubhouse. The limits of work for this project totals 13+/- acres and is only a portion of a larger parcel, totaling 149.06 (APN 150-021-03).

Project Request

The project request is for a special use permit for the use of outdoor sports and recreation and for grading to allow for the regrading and recontouring of previously graded areas behind the clubhouse at the Club at ArrowCreek Golf Course. Grading requests are specifically made to allow for:

- Grading of an area of one (1) acre (43,560 square feet) or more on parcels less than six (6) acres in size;
- Grading of an area of more than four (4) acres on a parcel of any size;
- Grading on slopes of 15% or greater exceeding code thresholds;
- Excavation of one thousand (1,000) cubic yards or more whether the material is intended to be permanently located on the project site or temporarily stored on a site for relocation to another, final site;
- Grading to construct a permanent earthen structure greater than six (6) feet in height, per 110.438.35; and
- Exposed finish grade slopes greater than ten (10) feet in height, per WCC 110.438.45

The proposed project includes development of a new member pool and pool building, which will house a commercial kitchen and indoor seating areas. Additionally, regrading and recontouring of the golf practice facilities that currently exist to the west of the clubhouse will be undertaken. Existing facilities such as the putting green, chipping green and driving range will be either relocated or expanded/improved. New facilities are also proposed, which include the member pool and pool building, bocce ball courts with bollard

level lighting, outdoor fitness area, members patio (with prominent views to the valley and mountains), golf performance center, short game practice area and realigned golf cart paths and member golf cart parking.

Property Location

The Club at ArrowCreek Clubhouse and Backyard Grounds are located at 2905 E. Arrowcreek Parkway, approximately 3,000 feet north of the ArrowCreek Guard House entry to the gated community. As noted, previously the proposed work area contains approximately 13+/- acres of a 149.06+/- parcel (APN 152-021-03). A vicinity map is provided on page 3 of this project description with an approximate location of the Work Area shown on the map.

Traffic and Parking

As mentioned at the beginning of the project narrative, the Club at ArrowCreek operates as a member's only facility. The proposed uses will not create additional traffic nor parking demand as they are additional membership use facilities. The club parking was designed to accommodate for parking to serve approximately 1200 members and memberships are only about ½ that level, currently. In 2017, the Club at ArrowCreek saw approximately 80% of the rounds played by members while approximately 20% were played by Non-members. With the majority of the members coming from the ArrowCreek Community, this heavily weighted breakdown of member v. non-member golf play limits the number of trips to the facility and the number of parking spaces used as many of the members use alternative means of travel to and from the course (as defined below).

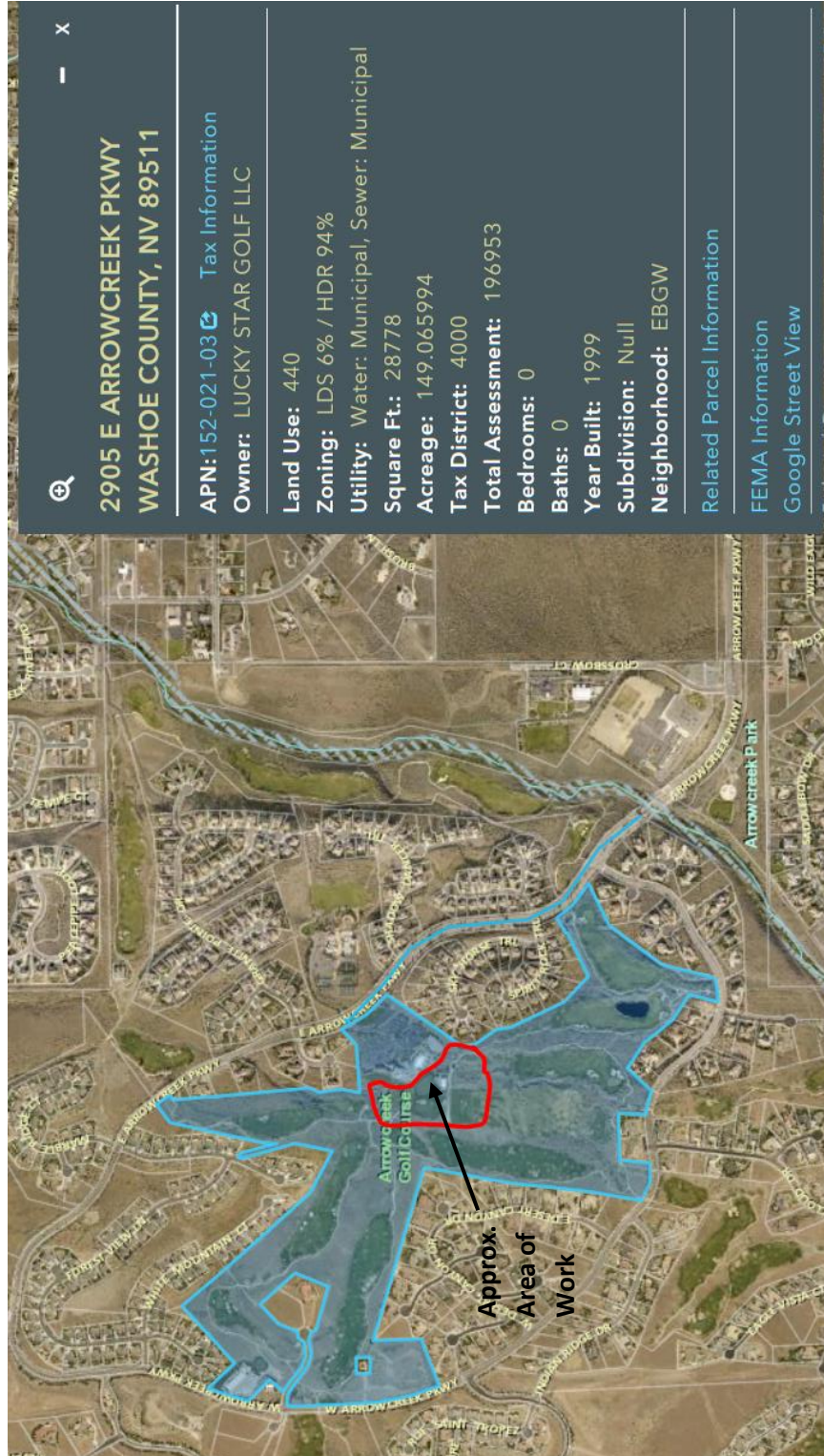
Many of the members drive their golf carts to the facility. It is estimated by the club management that approximately 80 to 100 members drive their private golf carts to the club, daily to golf, dine or partake in one of the many social club offerings (bridge, book, poker, investor, ski or other club meetings or activities).

Given the currently over-built situation of the Club at ArrowCreek along with the non-parking generation nature of the facilities proposed with this special use permit and the minimization of parking demand through alternative modes of transportation (golf carts), not added impact, nor additional parking or traffic related improvements are foreseen as necessary.

THE CLUB AT ARROWCREEK-POOL & BACKYARD GROUNDS

SPECIAL USE PERMIT

Figure 1 – Vicinity Map



Master Plan and Zoning

Master Plan – The Southwest Truckee Meadows Area Plan identifies properties within ArrowCreek to be within the ArrowCreek Wildland Transition Suburban Character Management Area (AWTSCMA). The zoning designation of MDR (Medium Density Rural), which is what the subject property for development with this application is designated is allowed under the AWTSCMA.

Zoning – The subject parcel is split zoned MDR and LDS (Low Density Suburban). As noted in the preceding paragraph, the subject property for development with this application is zoned MDR. The proposed uses are allowed under outdoor sports and recreation with a special use permit.

Existing Site Conditions

Following are photos of the existing backyard grounds area of the Club at ArrowCreek.



View of the north portion of the existing clubhouse – view from the area where bocce ball and open turf area are proposed to be located.

THE CLUB AT ARROWCREEK-POOL & BACKYARD GROUNDS

SPECIAL USE PERMIT

*View to the south of
existing Driving
Range*



*View of the existing 9-
Iron concession
building (to remain
after new construction)*



THE CLUB AT ARROWCREEK-POOL & BACKYARD GROUNDS

SPECIAL USE PERMIT



View to the southwest (toward Mr. Rose) from the area to be the member patio (Currently the chipping green).



View to the northeast (toward Mt Rose) from the area to be the member patio (Currently the chipping green).

Special Use Permit Findings

Article 810 of the Washoe County Development Code identifies findings that must be made in order to approve a special use permit. Following is an identification of each finding and the applicant's response as to how or why this finding is met with this request.

(a) Consistency. The proposed use is consistent with the action programs, policies, standards and maps of the Master Plan and the applicable area plan;

The area proposed for improvement with this application has already been graded with the initial development of the clubhouse, golf course and associated facilities. The Washoe County Southwest Truckee Meadows Area Plan shows some areas of slopes greater than 15%, which is confirmed with the project slope analysis map, provided with this application. Other than the steeper slopes, no other constraints are identified (such as wildlife refuge, areas of critical environmental concern, 100-year flood hazards or floodways, potential wetlands or ACOE wetlands).

The proposed development is consistent with the following policies of the SWTMAP:

SW 1.4 – the zoning of the property is MDR, which is conformant with the ArrowCreek Wildland Transition Suburban Character Management Area

SW 2.5 – As is the current case with the Club at ArrowCreek facility, all lighting will conform to “dark sky” lighting standards and be provided at low or pedestrian level.

SW 2.13 – The proposed improvements to the Backyard Grounds at the Club at ArrowCreek will utilize “dark sky” lighting standards and be provided on a pedestrian scale, hours of operation of the new pool is offered from 10:00 am to 8:00 pm, which is very reasonable. Parking and traffic are not foreseen to be impacted with the improvements that are proposed.

SW 5.3 – given that the site area is predominately practice areas for a golf course, the landscaping and grading of the site will be prepared with undulating slopes. All slope areas will be provided at a 3:1 or lower in terms of steepness. A couple rockery walls are necessary for some of the golf cart path grading between facilities, but they are very limited in scale.

(b) Improvements. Adequate utilities, roadway improvements, sanitation, water supply, drainage, and other necessary facilities have been provided, the proposed improvements are properly related to existing and proposed roadways, and an adequate public facilities determination has been made in accordance with Division Seven;

All necessary utilities and facilities defined in finding b already exist at the site as it had previously been improved. The only facilities that will need domestic level sanitation and water supply will be associated with the pool building and bathrooms in the pool area. These will consist of relatively short, on-site connections as facilities are already developed to the site.

(c) Site Suitability. The site is physically suitable for the type of development and for the intensity of development;

The area of work associated with this project has existed since 1999 as a golf and recreational area in association with the golf clubhouse. As such, it is suitable for the proposed uses. SPW9-13-93 provided a special use permit for outdoor sports and recreation in association with this site allowing for such uses as golf courses, driving range, tennis courts, swimming pool and clubhouse.

(d) Issuance Not Detrimental. Issuance of the permit will not be significantly detrimental to the public health, safety or welfare; injurious to the property or improvements of adjacent properties; or detrimental to the character of the surrounding area;

The ArrowCreek Community has benefitted by the existence of the golf course, clubhouse and associated facilities. The proposed improvements provide for an expansion of the recreational opportunities and improve the existing facilities and golf related offerings at the Club at ArrowCreek. Residential properties owners that are closest to the proposed improvements where noise or light could present impacts will have mitigated measures applied. Intensified landscaping has been applied to the area between the proposed pool location and the nearest parcels to the east (APN 152-330-10 & 11). As such, it is not viewed that the proposed improvements will have any detrimental impact to public health, safety or welfare or be injurious to property or improvements of adjacent properties.

(e) Effect on a Military Installation. Issuance of the permit will not have a detrimental effect on the location, purpose or mission of the military installation.

There are no military installations located in proximity to the proposed site area. As such, this finding is not applicable.

APPENDIX A

Washoe County Development Application

Your entire application is a public record. If you have a concern about releasing personal information, please contact Planning and Building staff at 775.328.6100.

Project Information		Staff Assigned Case No.: _____	
Project Name:			
Project Description:			
Project Address:			
Project Area (acres or square feet):			
Project Location (with point of reference to major cross streets AND area locator):			
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:
Section(s)/Township/Range:			
Indicate any previous Washoe County approvals associated with this application:			
Case No.(s).			
Applicant Information (attach additional sheets if necessary)			
Property Owner:		Professional Consultant:	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone: Fax:		Phone: Fax:	
Email:		Email:	
Cell: Other:		Cell: Other:	
Contact Person:		Contact Person:	
Applicant/Developer:		Other Persons to be Contacted:	
Name:		Name:	
Address:		Address:	
Zip:		Zip:	
Phone: Fax:		Phone: Fax:	
Email:		Email:	
Cell: Other:		Cell: Other:	
Contact Person:		Contact Person:	
For Office Use Only			
Date Received: Initial:		Planning Area:	
County Commission District:		Master Plan Designation(s):	
CAB(s):		Regulatory Zoning(s):	

Property Owner Affidavit

Applicant Name: Lucky Star Golf, LLC

The receipt of this application at the time of submittal does not guarantee the application complies with all requirements of the Washoe County Development Code, the Washoe County Master Plan or the applicable area plan, the applicable regulatory zoning, or that the application is deemed complete and will be processed.

STATE OF NEVADA)
)
COUNTY OF WASHOE)

I, Raymond Conrad and Jeanne Conrad
(please print name)

being duly sworn, depose and say that I am the owner* of the property or properties involved in this application as listed below and that the foregoing statements and answers herein contained and the information herewith submitted are in all respects complete, true, and correct to the best of my knowledge and belief. I understand that no assurance or guarantee can be given by members of Planning and Building.

(A separate Affidavit must be provided by each property owner named in the title report.)

Assessor Parcel Number(s): 152-021-03

Printed Name Raymond Conrad, Manager
Jeanne Conrad, Manager

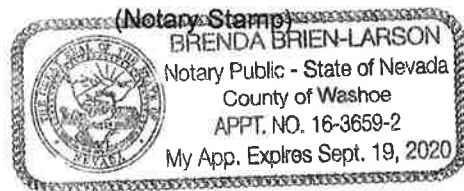
Signed *Raymond Conrad*
Jeanne Conrad

Address 2905 E. Arrowcreek Pkwy, Reno, Nevada 89511

Subscribed and sworn to before me this 13th day of July, 2018.

Brenda Brien-Larson
Notary Public in and for said county and state

My commission expires: Sept 19, 2020



*Owner refers to the following: (Please mark appropriate box.)

- Owner
- Corporate Officer/Partner (Provide copy of record document indicating authority to sign.)
- Power of Attorney (Provide copy of Power of Attorney.)
- Owner Agent (Provide notarized letter from property owner giving legal authority to agent.)
- Property Agent (Provide copy of record document indicating authority to sign.)
- Letter from Government Agency with Stewardship

Special Use Permit Application Supplemental Information

(All required information may be separately attached)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific references to special use permits may be found in Article 810, Special Use Permits.

1. What is the type of project being requested?

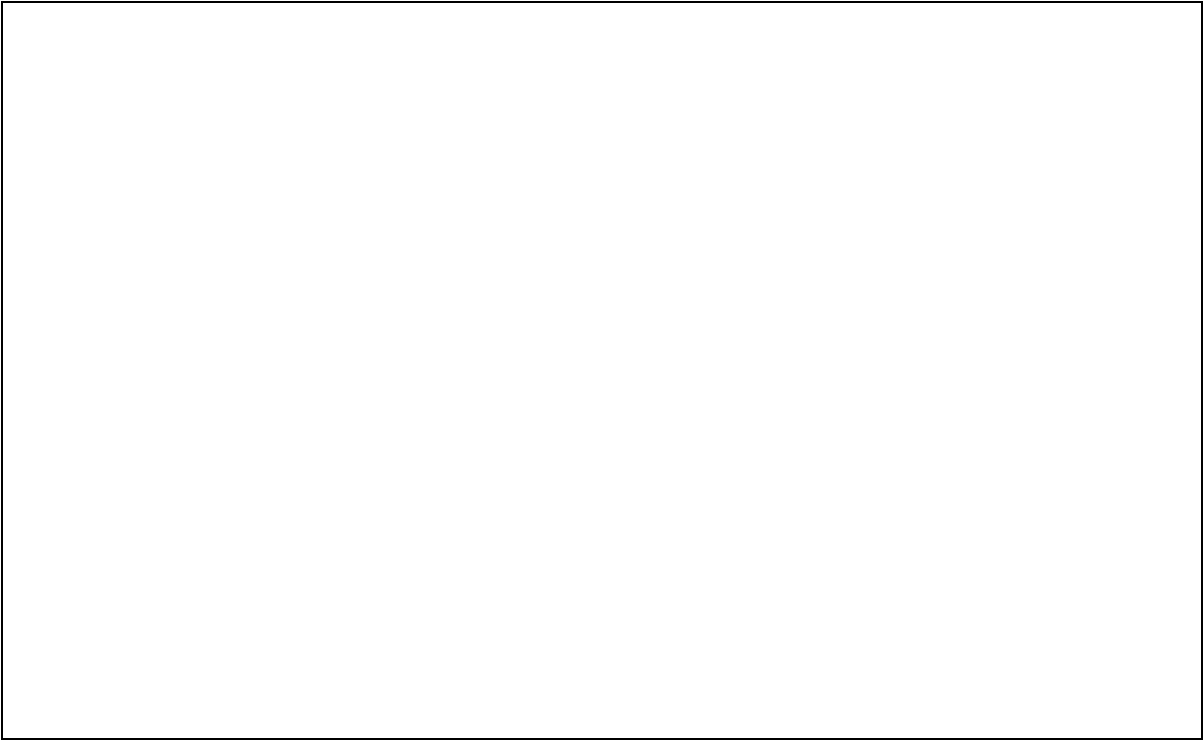
2. What currently developed portions of the property or existing structures are going to be used with this permit?

3. What improvements (e.g. new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?

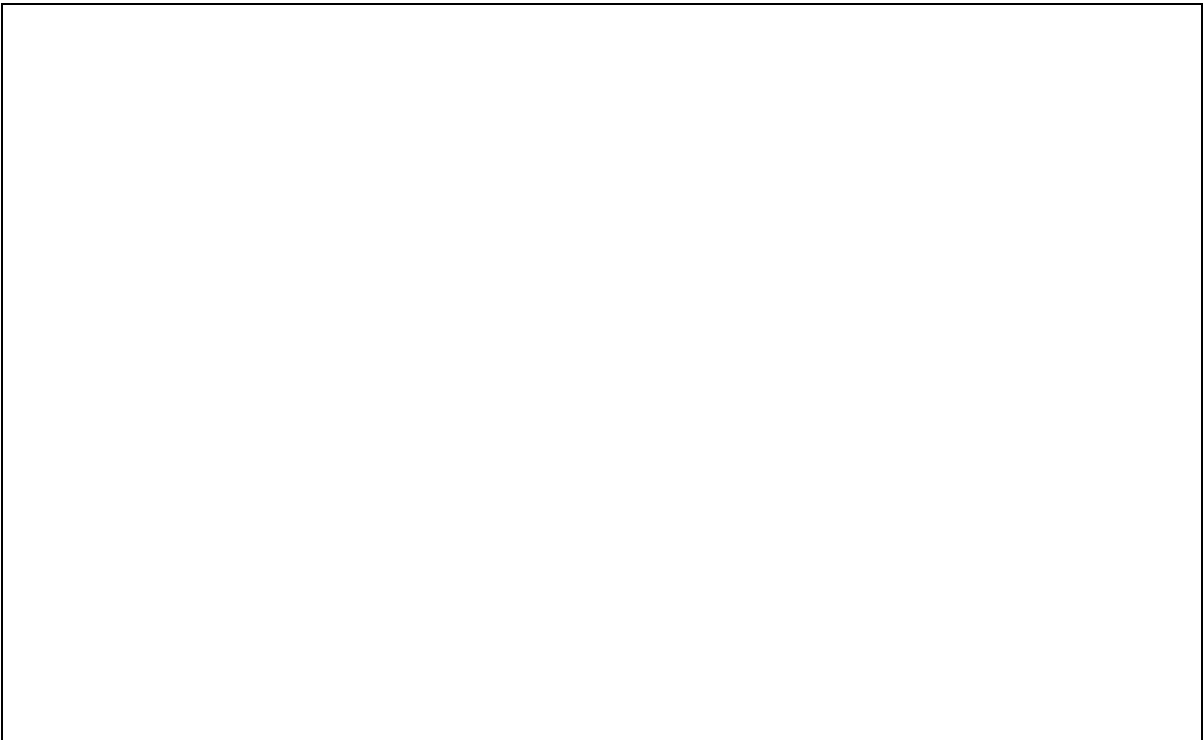
4. What is the intended phasing schedule for the construction and completion of the project?

5. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?

6. What are the anticipated beneficial aspects or effects your project will have on adjacent properties and the community?



7. What will you do to minimize the anticipated negative impacts or effect your project will have on adjacent properties?



8. Please describe operational parameters and/or voluntary conditions of approval to be imposed on the project special use permit to address community impacts:

9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

10. What types of landscaping (e.g. shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

12. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that apply to the area subject to the special use permit request? (If so, please attach a copy.)

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

13. Utilities:

a. Sewer Service	
b. Electrical Service	
c. Telephone Service	
d. LPG or Natural Gas Service	
e. Solid Waste Disposal Service	
f. Cable Television Service	
g. Water Service	

For most uses, the Washoe County Code, Chapter 110, Article 422, Water and Sewer Resource Requirements, requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required:

h. Permit #		acre-feet per year	
i. Certificate #		acre-feet per year	
j. Surface Claim #		acre-feet per year	
k. Other #		acre-feet per year	

l. Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

14. Community Services (provided and nearest facility):

a. Fire Station	
b. Health Care Facility	
c. Elementary School	
d. Middle School	
e. High School	
f. Parks	
g. Library	
h. Citifare Bus Stop	

Special Use Permit Application for Grading Supplemental Information

(All required information may be separately attached)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific references to special use permits may be found in Article 810, Special Use Permits. Article 438, Grading, and Article 418, Significant Hydrologic Resources, are the ordinances specifically involved in this request.

1. What is the purpose of the grading?

2. How many cubic yards of material are you proposing to excavate on site?

3. How many square feet of surface of the property are you disturbing?

4. How many cubic yards of material are you exporting or importing? If none, how are you managing to balance the work on-site?

5. Is it possible to develop your property without surpassing the grading thresholds requiring a Special Use Permit? (Explain fully your answer.)

6. Has any portion of the grading shown on the plan been done previously? (If yes, explain the circumstances, the year the work was done, and who completed the work.)

7. Have you shown all areas on your site plan that are proposed to be disturbed by grading? (If no, explain fully your answer.)

8. Can the disturbed area be seen from off-site? If yes, from which directions, and which properties or roadways?

9. Could neighboring properties also be served by the proposed access/grading requested (i.e. if you are creating a driveway, would it be used for access to additional neighboring properties)?

10. What is the slope (Horizontal/Vertical) of the cut and fill areas proposed to be? What methods will be used to prevent erosion until the revegetation is established?

11. Are you planning any berms?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, how tall is the berm at its highest?
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12. If your property slopes and you are leveling a pad for a building, are retaining walls going to be required? If so, how high will the walls be and what is their construction (i.e. rockery, concrete, timber, manufactured block)?

13. What are you proposing for visual mitigation of the work?

14. Will the grading proposed require removal of any trees? If so, what species, how many and of what size?

15. What type of revegetation seed mix are you planning to use and how many pounds per acre do you intend to broadcast? Will you use mulch and, if so, what type?

16. How are you providing temporary irrigation to the disturbed area?

17. Have you reviewed the revegetation plan with the Washoe Storey Conservation District? If yes, have you incorporated their suggestions?

18. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that may prohibit the requested grading?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please attach a copy.
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APPENDIX B



THE CLUB AT ARROWCREEK
 POOL & BACKYARD GROUNDS IMPROVEMENT CONCEPT



the club at arrowcreek - pool and pool building

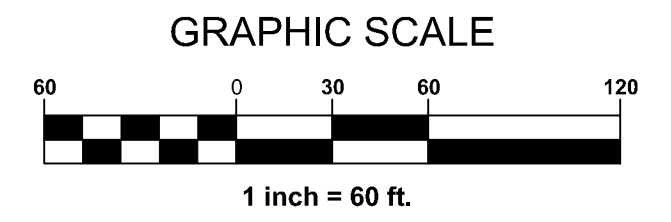


the club at arrowcreek - pool and
pool building bc

THE CLUB AT ARROWCREEK - POOL AND BACKYARD GROUNDS

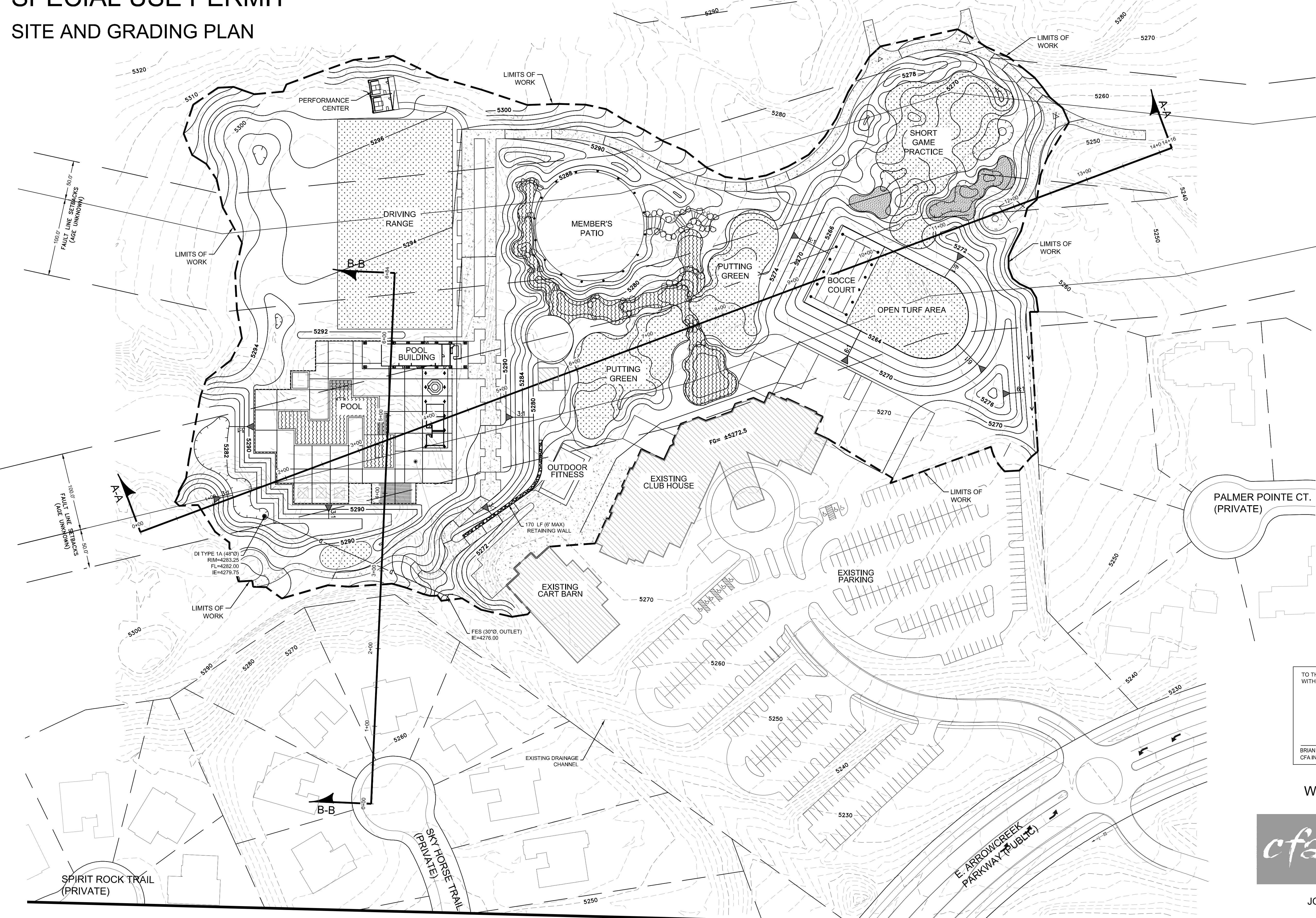
SPECIAL USE PERMIT

SITE AND GRADING PLAN



EARTHWORK ANALYSIS	
SITE DISTURBANCE	13.0 ACRES
PROPOSED CUT	37,200 CY
PROPOSED FILL	29,400 CY
NET EARTHWORK	7,800 CY FILL

1. THESE QUANTITIES ARE FOR PERMITTING PURPOSES ONLY AND DO NOT ACCOUNT FOR ANY OVER-EXCAVATION, SHRINKAGE OR EXPANSION OF MATERIALS.
2. EXCESS MATERIAL SHOWN IN THIS PRELIMINARY PLAN WILL BE ACCOMMODATED ONSITE WITH FINAL GRADING FOR SITE BALANCE.



ENGINEERS STATEMENT:

TO THE BEST OF MY KNOWLEDGE, THE PLANS PREPARED ARE IN COMPLIANCE WITH APPLICABLE PROVISIONS OF THE WASHOE COUNTY DEVELOPMENT CODE.

BRIAN J. WALKIEWICZ, P.E.
CFA INC.

WASHOE COUNTY NEVADA

cfa ENGINEERS • LAND SURVEYORS
 PLANNERS • LANDSCAPE ARCHITECTS
 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502
 775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM

JOB NO: 88004.77 DATE: 7/16/2018

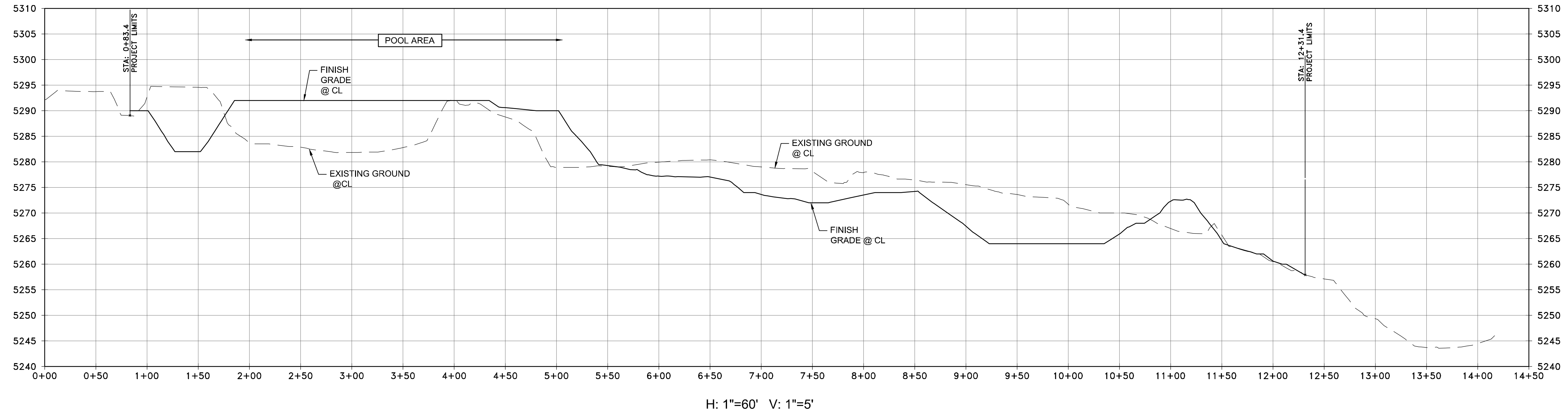
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THE CLUB AT ARROWCREEK - POOL AND BACKYARD GROUNDS

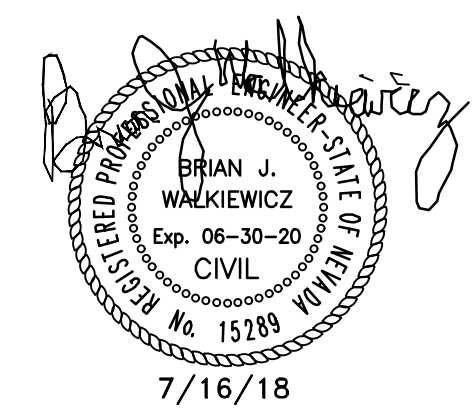
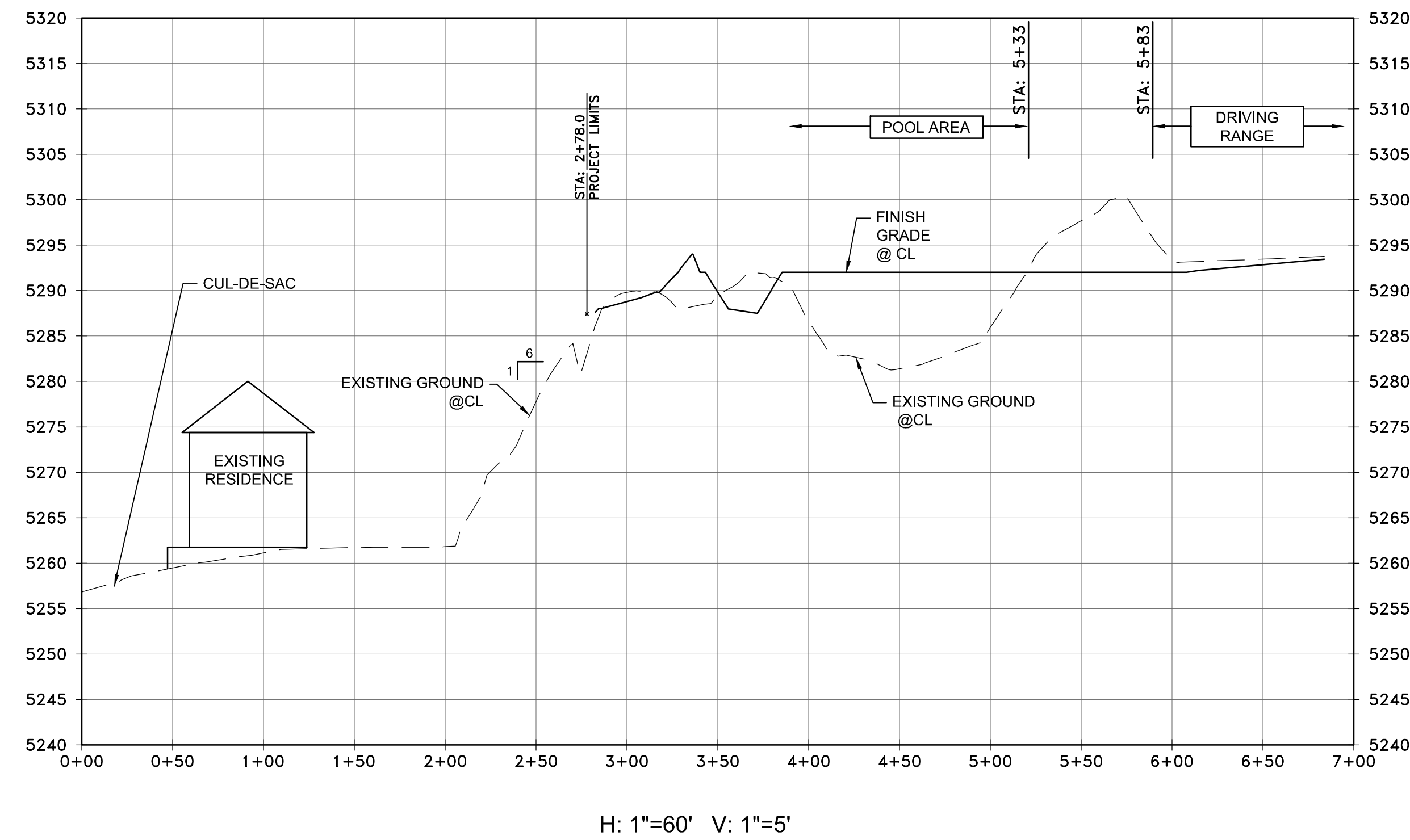
SPECIAL USE PERMIT

CROSS SECTIONS

SECTION A-A PROFILE



SECTION B-B PROFILE



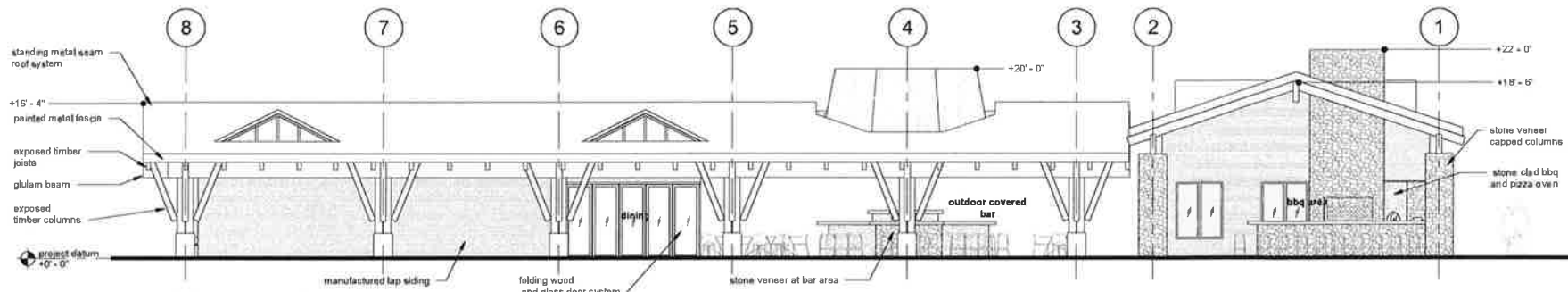
WASHOE COUNTY NEVADA

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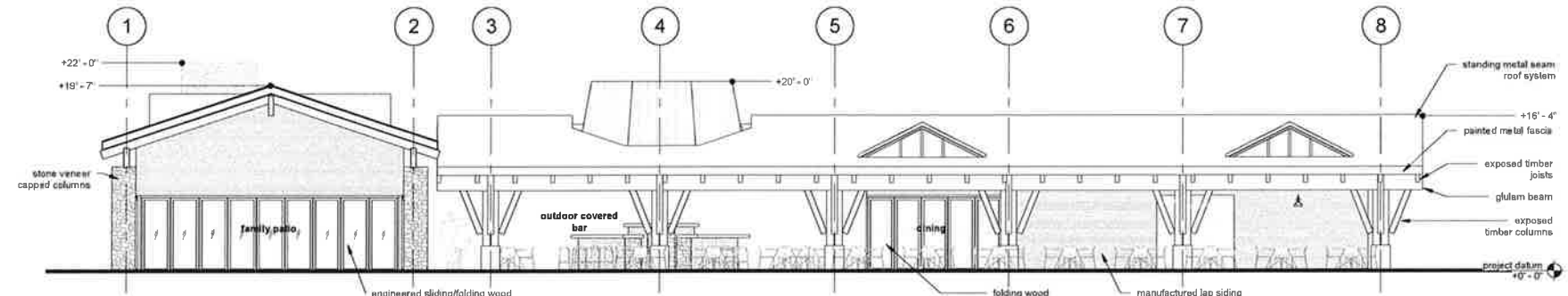
JOB NO: 88004.77 DATE: 07/16/2018

SHEET 2 OF 2

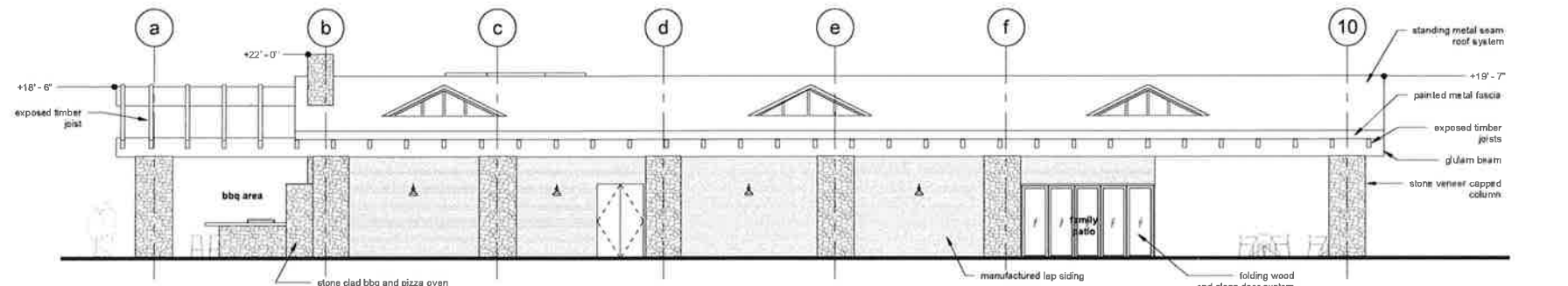
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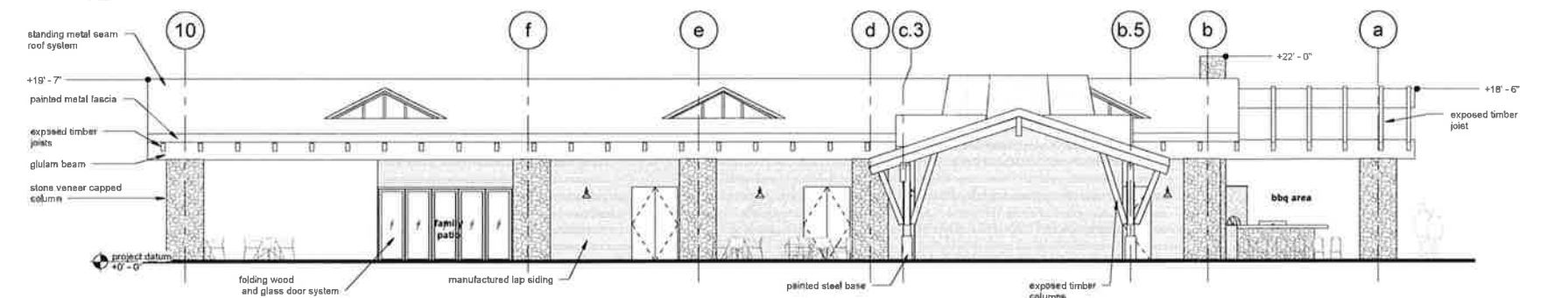
1 north elevation
SCALE: 1/8" = 1'-0"



2 south elevation
SCALE: 1/8" = 1'-0"



3 west elevation
SCALE: 1/8" = 1'-0"



4 east elevation
SCALE: 1/8" = 1'-0"

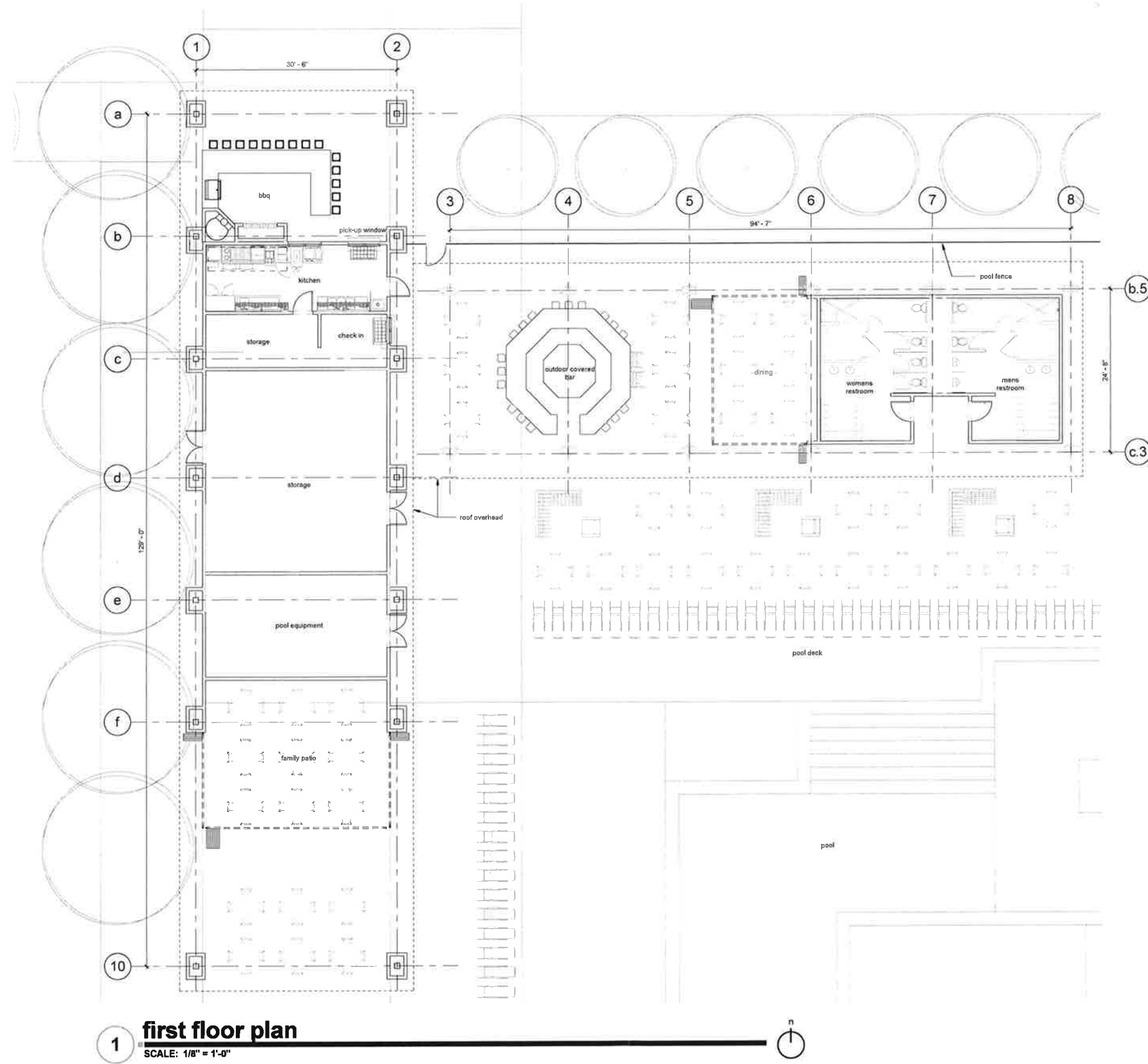
the club at arrowcreek -pool and backyard grounds
2905 Arrowcreek Pkwy
Reno, NV 89511
pool building elevations

the club at arrowcreek -pool and backyard grounds

13 july 2018



Erik B.
Peterson
Architect



1 first floor plan
SCALE: 1/8" = 1'-0"

the club at arrowcreek -pool and backyard grounds

13 july 2018



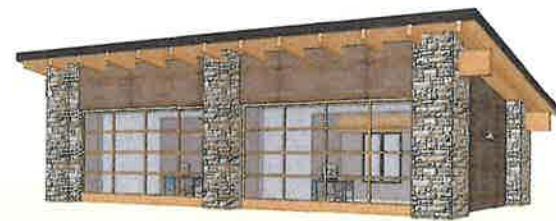
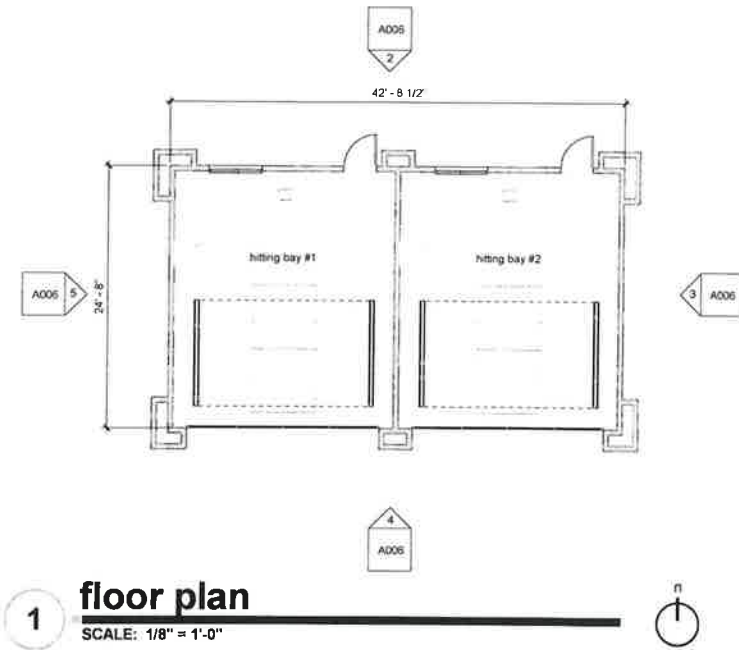
Erik B.
Peterson
Architect

the club at arrowcreek -pool and backyard grounds

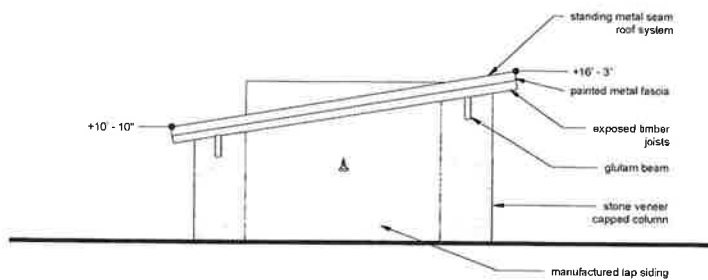
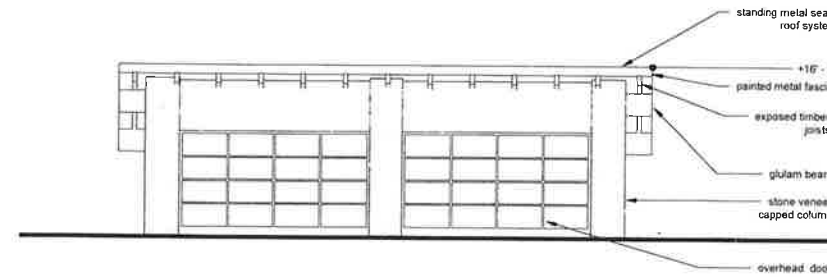
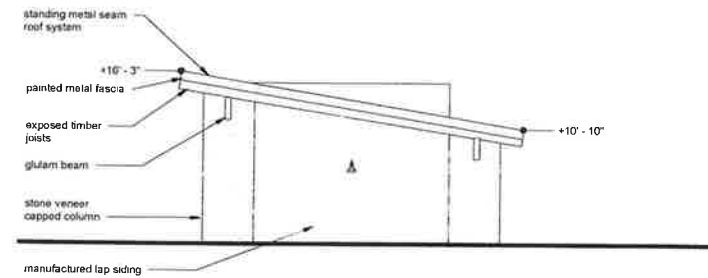
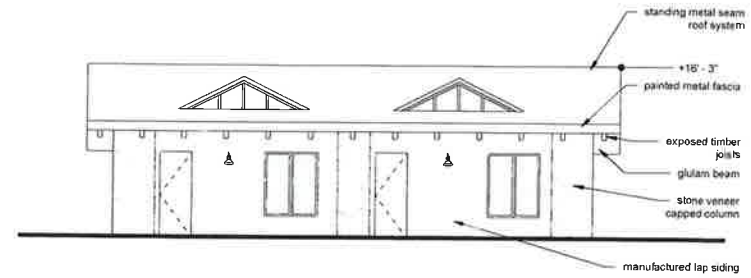
2905 Arrowcreek Pkwy

Reno, NV 89511

pool building floor plan



6 performance center-3D view
SCALE:



the club at arrowcreek -pool and backyard grounds

13 july 2018

the club at arrowcreek -pool and backyard grounds
2905 Arrowcreek Pkwy
Reno, NV 89511
performance center floor plan+elevations



Erik B. Peterson
Architect

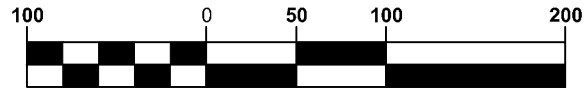
APPENDIX C

THE CLUB AT ARROWCREEK - POOL AND BACKYARD GROUNDS

SPECIAL USE PERMIT

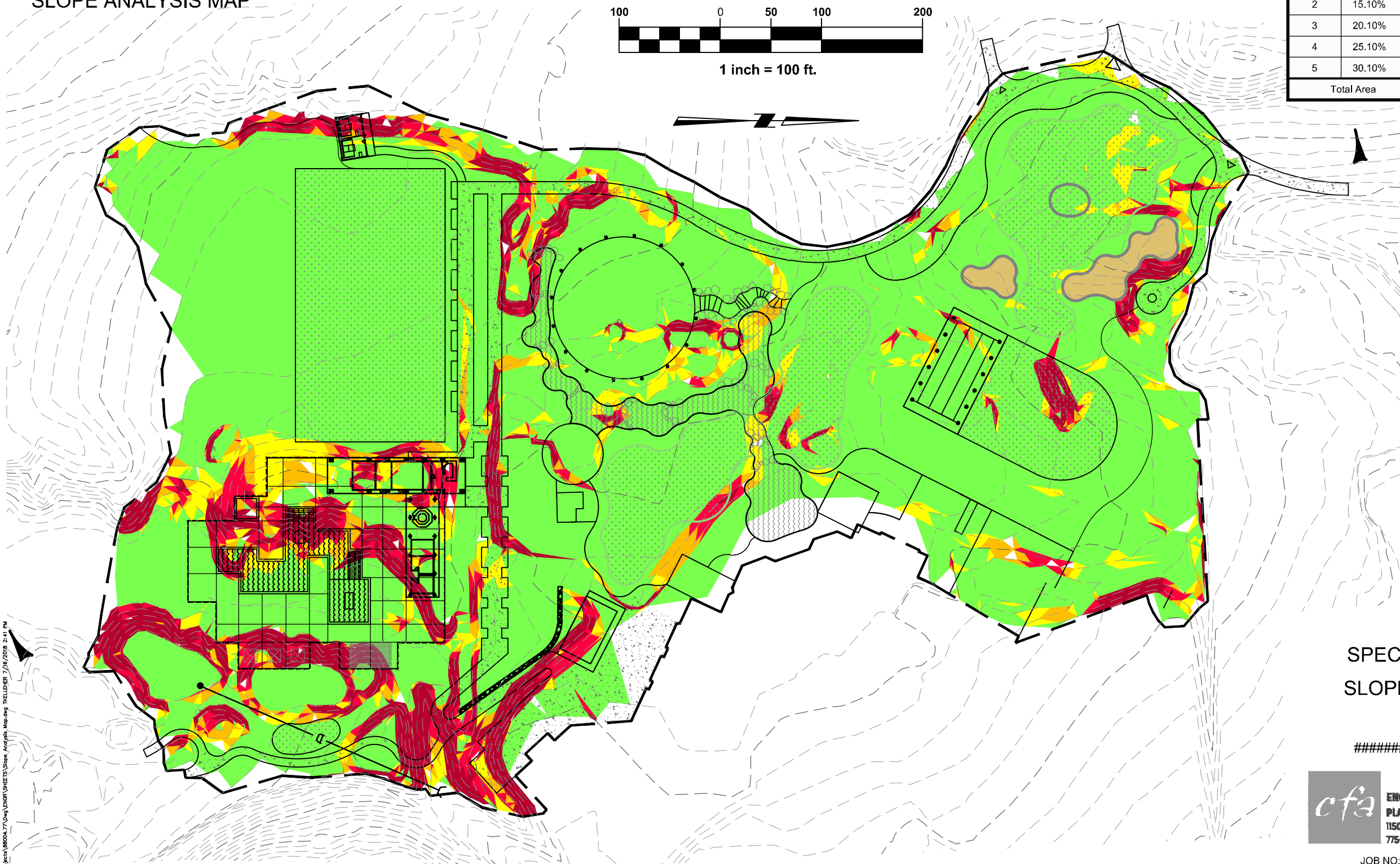
SLOPE ANALYSIS MAP

GRAPHIC SCALE



1 inch = 100 ft.

Slopes Table					
Number	Min. Slope	Max. Slope	Area	% Area	Color
1	0.00%	15.00%	408502.4	77.79%	Green
2	15.10%	20.00%	31813.5	0.06%	Yellow
3	20.10%	25.00%	20048.8	0.04%	Orange
4	25.10%	30.00%	17981.6	0.03%	Red
5	30.10%	100.00%	46743.2	0.09%	Dark Red
Total Area			525089.5 s.f.		



SPECIAL USE PERMIT
SLOPE ANALYSIS MAP

NEVADA



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PLANNERS • LANDSCAPE ARCHITECTS
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775-856-1150 MAIN • 775-856-1160 FAX • CFARENO.COM

JOB NO: ##### DATE: #####

X:\Projects\88804\77\04\1\Sheet\Slope_Analysis_Map.dwg RCLL0818 7/26/2018 2:41 PM

APPENDIX D

SPW 9-13-93

**WASHOE COUNTY
DEPARTMENT OF DEVELOPMENT REVIEW
SPECIAL USE PERMIT APPLICATION
SUPPLEMENTAL INFORMATION**

(ALL REQUIRED INFORMATION MAY BE SEPARATELY ATTACHED)

Chapter 110 of the Washoe County Code is commonly known as the Development Code. Specific reference to Special Use Permits may be found in Sections 110.810.00 through 110.810.75.

1. What is the type of project being requested?

Commercial outdoor sports and recreation - i.e., golf courses, driving range, tennis courts, swimming pool, clubhouse.

2. What currently developed portions of the property or existing structures are going to be used with this permit?

None

3. What improvements (e.g., new structures, roadway improvements, utilities, sanitation, water supply, drainage, parking, signs, etc.) will have to be constructed or installed and what is the projected time frame for the completion of each?

An 18-hole golf course, driving range, and temporary clubhouse will be constructed with the initial phase of residential development.

The permanent clubhouse will be started after the golf course is operational.

4. What is the intended phasing schedule for the construction and completion of this project?

Phase II includes an additional 9 holes of golf and the remaining holes will be constructed with the third phase of development.

5. What physical characteristics of your location and/or premises are especially suited to deal with the impacts and the intensity of your proposed use?

This large property is ideally suited for a master-planned development of this type. The golf course has been integrated into the site plan and the clubhouse has been located near the center of the project.

All of these uses are located a considerable distance from any existing development.

6. What are the anticipated beneficial impacts or effects your project will have on adjacent properties and the community?

The golf courses and clubhouse, in conjunction with the planned residential development, will enhance the community's overall image and value.

7. What will you do to minimize the anticipated negative impacts or effects your project will have on adjacent properties?

No negative impacts are anticipated. These uses have been planned within the community; they have not been added as an after-thought. All of the proposed development is separated from adjacent subdivisions with open space buffers.

8. What measures will you employ or what elements currently exist that will prevent the proposed use from resulting in significant damage or discrimination to other property in the vicinity?

No significant damage to adjacent properties is anticipated.

9. How many improved parking spaces, both on-site and off-site, are available or will be provided? (Please indicate on site plan.)

These uses will comply with Article 410 (parking and loading) of the Washoe County Development Code.

10. What types of landscaping (e.g., shrubs, trees, fencing, painting scheme, etc.) are proposed? (Please indicate location on site plan.)

The clubhouse landscaping will comply with or exceed the requirements of Article 412 (landscaping) of the Washoe County Development Code.

The final development agreement will include a preliminary landscape plan for the clubhouse.

11. What type of signs and lighting will be provided? On a separate sheet, show a depiction (height, width, construction materials, colors, illumination methods, lighting intensity, base landscaping, etc.) of each sign and the typical lighting standards. (Please indicate location of signs and lights on site plan.)

Signs and lighting for the clubhouse and village center will be addressed in the final development agreement. The architecture, signs, lighting, etc. for all of the uses in the village center will be coordinated.

12. Are there any deed restrictions, restrictive covenants, or recorded conditions that apply to the area subject to the abandonment request? YES NO If so, please attach a copy.

13. **Utilities:**

- a. **Sewer Service** Washoe County
- b. **Electrical Service** SPPCo
- c. **Telephone Service** Nevada Bell
- d. **LPG or Natural Gas Service** Westpac Utilities
- e. **Solid Waste Disposal Service** Reno Disposal Company
- f. **Cable Television Service** Continental Cablevision of Reno
- g. **Water Service** Washoe County

For most uses, the Washoe County Code, Chapter 110, Article 422 requires the dedication of water rights to Washoe County. Please indicate the type and quantity of water rights you have available should dedication be required:

- a. **Permit #** _____ **acre-feet per year** _____
- b. **Certificate #** _____ **acre-feet per year** _____
- c. **Surface Claim #** _____ **acre-feet per year** _____
- d. **Other, #** _____ **acre-feet per year** _____

Title of those rights (as filed with the State Engineer in the Division of Water Resources of the Department of Conservation and Natural Resources):

Sufficient water rights will be acquired and dedicated to Washoe
County to serve the project.

14. **Community Services: (Provider and nearest facilities)**

- a. **Fire Station** Nevada Division of Forestry, Galena Station #2
- b. **Health care facility** Washoe Medical Center, St. Mary's Regional Medical Center
- c. **Elementary School** A new elementary school is scheduled to open in Fall 1995
- d. **Middle School** Pine Middle School
- e. **Parks** Thomas Creek and Saddlehorn Parks, South Valleys Regional Park
- f. **Library** Galena High School
- g. **Citifare bus stop** There is no Citifare service in the vicinity.

Assessor's Map Number
152-02

STATE OF NEVADA
WASHOE COUNTY
ASSESSOR'S OFFICE
Joshua G. Wilson, Assessor
1001 East Ninth Street
Reno, Nevada 89512
(775) 339-2261



1 inch = 800 feet

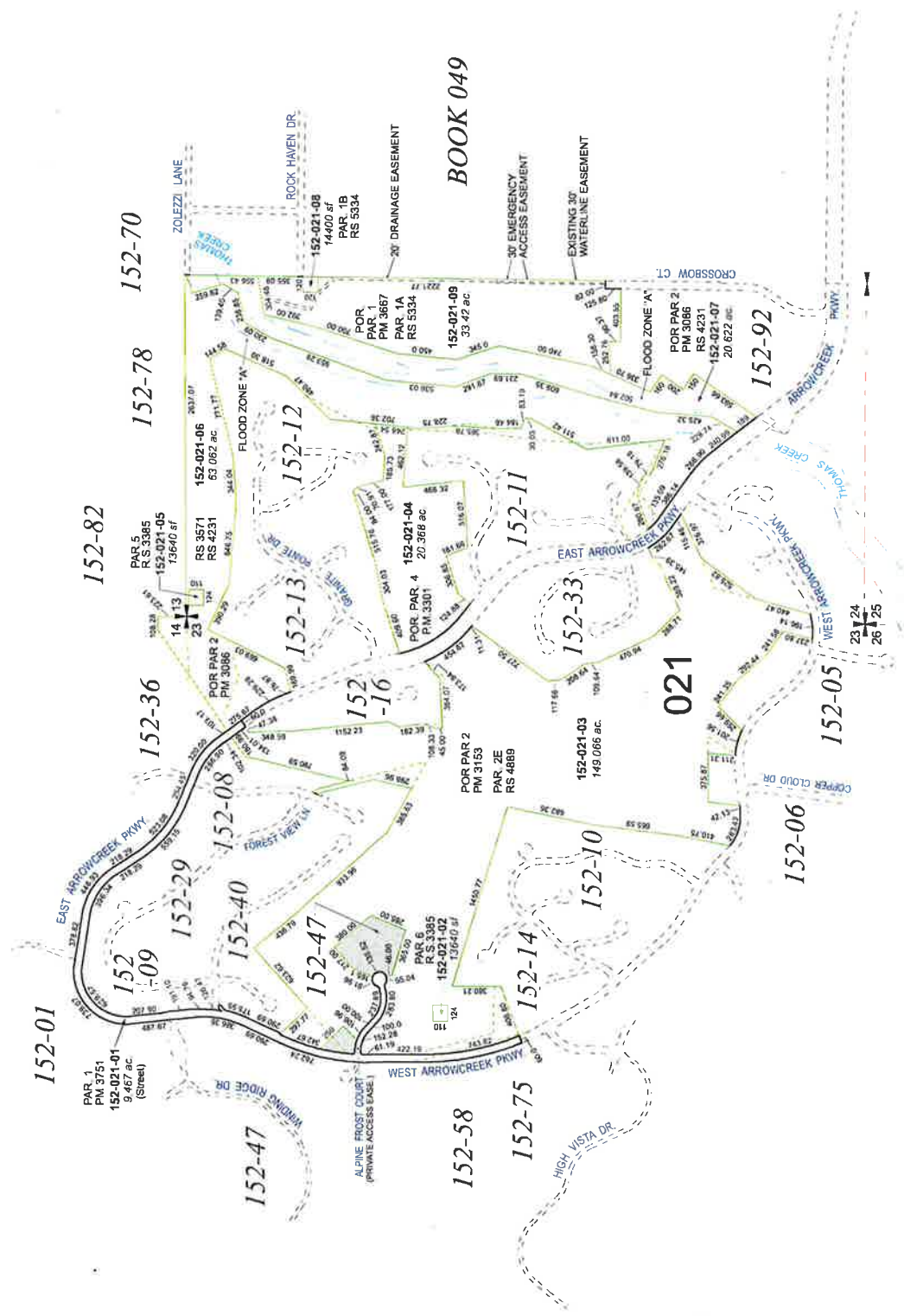


created by: KSB 6/03/11
last updated:

area previously shown on map(s)
152-01

NOTE: This map was prepared for the use of the Assessor's Office and is not intended for any other illustrative purposes only. It does not represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data presented herein.

**PORTIONS OF SECTIONS 14, 23 & 24
T18N - R19E**



BOOK 049

APN: 152-021-03 Card 1 of 4

Owner Information & Legal Description		Building Information	
(add'l) Situs	2905 E ARROWCREEK PKWY, WASHOE COUNTY 89511	Quality	C35 Abv Avg/High
Owner 1	LUCKY STAR GOLF LLC	Occupancy	Country Club
Mall Address	1588 N CASEY KEY RD OSPREY FL 34229	Sec Occupancy	
Rec Doc No	4828727	Stories	1.00
Rec Date	07/03/2018	Year Built	1999
Prior Owner	FRIENDS OF ARROWCREEK LLC	W.A.Y.	1999
Prior Doc	4518226	Bedrooms	0
Keyline Desc	RS 4889 LT 2E	Full Baths	0
Subdivision	_UNSPECIFIED	Half Baths	0
Lot: 2E Block:	Sub Map#	Fixtures	0
Record of Survey Map: 4889	Parcel Map#	Fireplaces	0
Section: Township: 18 Range: 19	SPC 225, 046	Heat Type	WARM/COOL
Tax Dist 4000 Add'l Tax Info	Prior APN Multiple	Sec Heat Type	
Tax Cap Status	Use does not qualify for Low Cap, High Cap Applied	Ext Walls	STUD-STUCCO
		Sec Ext Walls	STUD-ASHLAR
		Roof Cover	
		Obso/Bldg Adj	-3,770,481
		% Complete	100 %

Land Information		Sewer		NBC		EBGW	
Land Use	440	Zoning	LDS 6% / HDR 94%	Municipal			
Size	149.066 Acre or ~6,493,315 SqFt	Water	Muni	Street	Paved	NBC Map	EB NBC Map

Valuation Information				Sales/Transfer Information/Recorded Document				
Valuation History	2017/18 FV	2018/19 FV	V-Code	DOR	Doc Date	Value/Sale Price	Grantor	Grantee
Taxable Land Value	548,712	562,724	4MV	450	07-03-2018	4,972,759	FRIENDS OF ARROWCREEK LLC	LUCKY STAR GOLF LLC
Taxable Improvement Value	0	0	3NTT	440	09-29-2015	0	FRIENDS OF ARROWCREEK LLC	FRIENDS OF ARROWCREEK LLC
Taxable Total	548,712	562,724	3NTT	440	10-16-2014	0	ASPEN SIERRA LEASING CO LTD	FRIENDS OF ARROWCREEK LLC
Assessed Land Value	192,049	196,953	3NTT	450	06-18-2013	0	ASPEN SIERRA LEASING CO LTD,	ASPEN SIERRA LEASING CO LTD
Assessed Improvement Value	0	0	3NTT	440	06-06-2011	0	ASPEN SIERRA LEASING CO LTD,	ASPEN SIERRA LEASING CO LTD
Total Assessed	192,049	196,953	3MB	440	10-03-2008	7,000,000	ARROWCREEK GOLF HOLDINGS LLC,	ASPEN SIERRA LEASING CO LTD



If the property sketch is not available on-line you can obtain a copy by calling (775) 328-2277 or send an email to exemptions@washoecounty.us with 'Sketch Request' in the subject line. Please include the APN.

All parcel data on this page is for use by the Washoe County Assessor for assessment purposes only. Zoning information should be verified with the appropriate planning agency. Summary data may not be a complete representation of the parcel. All Parcels are reappraised each year. This is a true and accurate copy of the records of the Washoe County Assessor's Office as of 07/15/2018.

Bill Detail

[Back to Account Detail](#)

[Change of Address](#)

[Print this Page](#)

Washoe County Parcel Information

Parcel ID 15202103	Status Active	Last Update 7/16/2018 2:06:16 AM
Current Owner: LUCKY STAR GOLF LLC 1588 N CASEY KEY RD OSPREY, FL 34229	SITUS: 2905 E ARROWCREEK PKWY WASHOE COUNTY NV	
Taxing District 4000	Geo CD:	
Legal Description		
Township 18 Section Lot 2E Block Range 19 SubdivisionName _UNSPECIFIED		

Installments

Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/21/2017	2017	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/2/2017	2017	\$0.00	\$0.00	\$0.00	\$0.00
INST 3	1/1/2018	2017	\$0.00	\$0.00	\$0.00	\$0.00
INST 4	3/5/2018	2017	\$0.00	\$0.00	\$0.00	\$0.00
Total Due:			\$0.00	\$0.00	\$0.00	\$0.00

Tax Detail

	Gross Tax	Credit	Net Tax
<u>State of Nevada</u>	\$326.48	\$0.00	\$326.48
<u>Truckee Meadows Fire Dist</u>	\$1,037.06	\$0.00	\$1,037.06
<u>Washoe County</u>	\$2,672.73	\$0.00	\$2,672.73
<u>Washoe County Sc</u>	\$2,186.48	\$0.00	\$2,186.48
<u>TRUCKEE MDWS/SUN VALLEY WATER BASIN</u>	\$0.03	\$0.00	\$0.03
Total Tax	\$6,222.78	\$0.00	\$6,222.78

Payment History

Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2017	2017174843	B17.133689	\$1,555.69	10/12/2017
2017	2017174843	B17.203222	\$1,555.69	1/11/2018
2017	2017174843	B17.242752	\$1,555.68	3/12/2018
2017	2017174843	B17.44361	\$1,555.72	8/14/2017

Pay By Check

Please make checks payable to:
WASHOE COUNTY TREASURER

Mailing Address:
P.O. Box 30039
Reno, NV 89520-3039

Overnight Address:
1001 E. Ninth St., Ste D140
Reno, NV 89512-2845

Change of Address

All requests for a mailing address change must be submitted in writing, including a signature (unless using the online form).

To submit your address change online [click here](#)

Address change requests may also be faxed to: (775) 328-2500

Address change requests may also be mailed to:
Washoe County Treasurer
P O Box 30039
Reno, NV 89520-3039

APPENDIX C

**TRAFFIC ANALYSIS
SOUTHWEST POINTE**

WASHOE COUNTY, NEVADA

PREPARED BY:

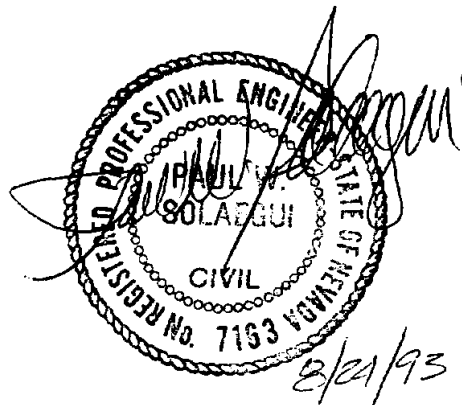
**PAUL W. SOLAEGUI, PE
SOLAEGUI ENGINEERS**

SOLAEGUI
ENGINEERS, LTD

SOUTHWEST POINTE

TRAFFIC ANALYSIS

AUGUST 1993



Prepared by:
Paul W. Solaegui, P.E.
Solaegui Engineers, Ltd.
2100 Capurro Way Suite F, 2nd Floor
Sparks, Nevada 89431
(702) 358-1004

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SOUTHWEST POINTE

TRAFFIC ANALYSIS

EXECUTIVE SUMMARY

The proposed Southwest Pointe development is located in Washoe County, Nevada. The project site is located west of Thomas Creek Road and north of Mt. Rose Highway. The site is currently undeveloped land. The purpose of this study is to address the project's impact upon the adjacent street network. The Zolezzi Lane and Mt. Rose Highway intersections with Wedge Parkway, South Virginia Street, and the I-580 northbound and southbound ramps have been identified for analysis.

The proposed Southwest Pointe development will consist of the construction of 1,090 single family homes, two 18 hole golf courses, and a village center which includes the clubhouse, a neighborhood commercial center, and a daycare center. Additional public land uses within the project site include an elementary and middle school, neighborhood park, and fire station. The developer is not seeking approval for these public uses so they were not included in the traffic analysis.

The project is expected to generate 13,421 average daily trips with 1,290 trips occurring during the PM peak hour. Construction of the project is scheduled to be completed in approximately 15 years. A buildout date of 2007 was assumed for this project due to available traffic volume data. This study also includes analysis of future traffic volumes for the year 2015.

Traffic generated by the proposed Southwest Pointe development will have some impact on the adjacent roadways. The following recommendations are made to mitigate project traffic impacts.

It is recommended that any required signing, striping, or traffic control improvements comply with Washoe County and Nevada Department of Transportation requirements.

It is recommended that Zolezzi Lane be improved as an 80 foot wide right of way from its existing stub to the onsite village center, west of that area it can be reduced to a 60 foot right of way.

It is recommended that Whites Creek Lane be improved as a 60 foot wide right of way from Thomas Creek Road west through the site.

It is recommended that the onsite primary and secondary residential loop collector streets be improved as 60 foot wide right of way streets.

It is recommended that the onsite residential streets be improved as 50 foot wide right of way streets.

It is recommended that the onsite cul de sac streets be improved as 41 foot wide right of way streets.

It is recommended that construction **traffic** impacts be reduced by restricting construction hours to between 6:00 AM and 9:00 PM and that Washoe County Dust Control Regulations be followed.

INTRODUCTION

STUDY AREA

The proposed Southwest Pointe development is located in Washoe County, Nevada. The project site is located west of Thomas Creek Road and north of Mt. Rose Highway. The location of the project is shown in Figure 1. The purpose of this study is to address the project's impact upon the adjacent street network. The Zolezzi Lane and Mt. Rose Highway intersections with Wedge Parkway, South Virginia Street, and the I-580 northbound and southbound ramps have been identified for analysis.

EXISTING AND PROPOSED LAND USES

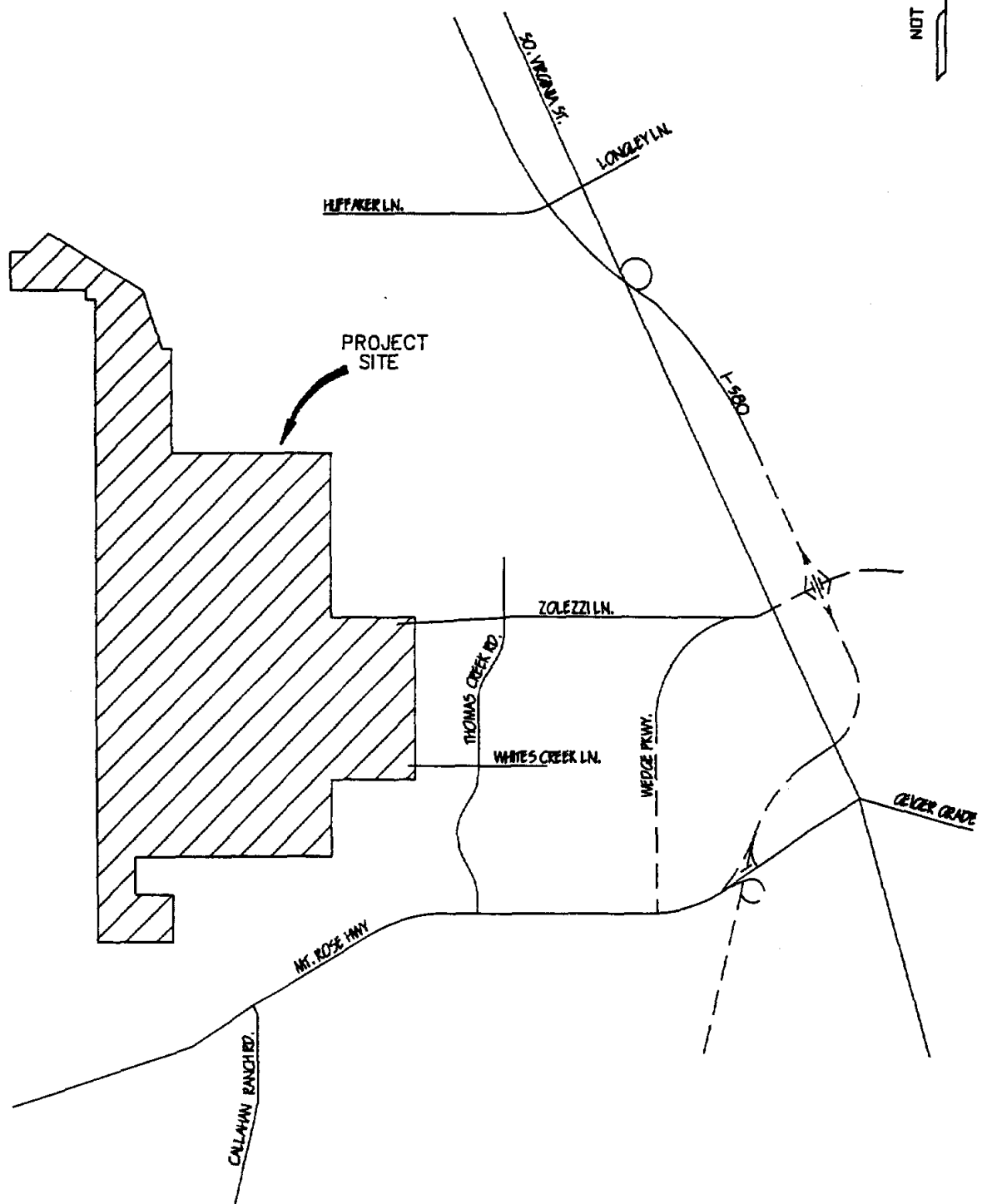
The project site is currently undeveloped land. Adjacent development consists primarily of scattered single family homes to the north, south, and east. The proposed Southwest Pointe development will consist of the construction of 1,090 single family homes, two 18 hole golf courses, and a village center which includes the clubhouse, a neighborhood commercial center, and a daycare center. Additional public land uses within the project site include an elementary and middle school, neighborhood park, and fire station. The developer is not seeking approval for these public uses so they were not included in the traffic analysis. The project is expected to generate 13,421 average daily trips with 1,290 trips occurring during the PM peak hour. Construction of the project is scheduled to be completed in approximately 15 years. A buildout date of 2007 was assumed for this project due to available traffic volume data. This study also includes analysis of future traffic volumes for the year 2015.

EXISTING AND PROPOSED ROADWAYS AND INTERSECTIONS

Zolezzi Lane is currently a two lane facility with one lane in each direction in the vicinity of the site. The speed limit is 35 miles per hour. Roadway improvements include two paved travel lanes with graded shoulders. With the construction of the I-580 interchange, preliminary plans indicate that Zolezzi Lane will initially be improved to a two lane facility and later upgraded to a four lane facility east of South Virginia Street.

Mt. Rose Highway is currently being improved to a four lane facility from South Virginia Street to beyond Callahan Ranch area. The speed limit is anticipated to be 45 miles per hour near the proposed site. Roadway improvements will include a two-way center left turn lane and graded shoulders.

South Virginia Street is a six lane facility, three lanes in each direction in the vicinity of the site. The speed limit is 50 miles per hour. Roadway improvements include a wide striped center left turn lane and left turn pockets at intersections and graded shoulders.



SOUTHWEST POINTE
VICINITY MAP
FIGURE 1

Wedge Parkway does not currently exist but is expected to ultimately be a four lane facility with two lanes in each direction.

The I-580 extension is expected to be a controlled access six lane freeway with three lanes in each direction in the vicinity of the site. Tentatively, the freeway extension is planned to be completed to Brown School by 1997 with the Zolezzi Lane interchange constructed sometime after 1997.

The proposed Zolezzi Lane interchange is anticipated to be a diamond interchange with traffic signal control at both the north and southbound ramp intersections. The interchange is anticipated to contain single lane off-ramps.

The proposed Mt. Rose Highway interchange is anticipated to be a modified diamond interchange with northbound and southbound loop on-ramps. Nevada Department of Transportation construction plans indicate that the southbound off-ramp will split into separate ramps for the right and left turning movements onto Mt. Rose Highway. The left turn movement will be provided from a single lane and will likely be stop sign controlled. The right turn movement will be a free movement with merging required with westbound Mt. Rose Highway traffic.

The South Virginia Street/Zolezzi Lane intersection is currently a five phase traffic signal controlled intersection with protected left turn phasing on the South Virginia Street approaches. The north approach contains one left turn lane, three through lanes, and one right turn lane. The south approach contains one left turn lane, two through lanes, and a shared through-right turn lane. The west approach contains one left turn lane and a shared through-right turn lane. The east approach contains one lane from which all turning movements are made.

The South Virginia Street/Mt. Rose Highway intersection is currently a traffic signal controlled intersection. The north approach contains one left turn lane, three through lanes, and one right turn lane separated by a corner island. The south approach contains one left turn lane, two through lanes, and a right turn lane separated by a corner island. The west approach contains one left turn lane, one shared left turn-through lane, and right turn lane separated by a corner island. The east approach contains one left turn lane, one through lane, and one right turn lane separated by a corner island.

The proposed Zolezzi Lane/Wedge Parkway intersection currently does not exist but is expected to ultimately be a signalized four-leg intersection.

The proposed Mt. Rose Highway/Wedge Parkway intersection currently does not exist but is expected to initially be an unsignalized "T" intersection with stop sign control on the north approach upon construction of the adjacent Sterling Ranch subdivision. Future signalization of the intersection may ultimately be required.

TRIP GENERATION

In order to assess the magnitude of traffic impacts of the proposed development on the key intersections, trip generation rates and peak hours had to be determined. Trip Generation rates were based upon information taken from the Fifth Edition of "ITE Trip Generation" (1991) for Land Uses 210: Single Family Detached Housing, 430: Golf Course, and 820: Shopping Center. The shopping center land use was used to estimate trips generated by the village center. The village center will contain the clubhouse, a neighborhood commercial center, and a daycare center. The size of the village center is limited by its proposed location and will contain between 15,000 and 20,000 square feet of building space. The hour between 4:00 and 6:00 PM were studied for this analysis. Table 1 shows a summary of the average daily traffic volumes and peak hour volumes generated by the development.

TABLE 1
TRIP GENERATION

LAND USE	ADT	PM IN	PM OUT	PM TOTAL
Single Family Housing 1,090 Units	9,315	605	326	931
Golf Course 36 Holes	1,521	64	59	123
Shopping Center 20,000 SF	2,585	118	118	236
Total New Trips	13,421	787	503	1,290

TRIP DISTRIBUTION

The distribution of the project traffic to the key intersections was based upon existing peak hour traffic patterns and the locations of attractions and productions in the area. Separate directions of approach were used for the residential, golf, and commercial land uses. The residential land uses are expected to attract/produce trips on an areawide basis. The trips generated by the commercial land uses are anticipated to be primarily local trips. The commercial land uses will provide neighborhood services such as convenience shopping and day care services. We do not anticipate that these uses will attract any significant number of trips on an areawide basis. It is assumed that the commercial uses will attract trips from residential areas within a 1.5 mile radius resulting in no new trips produced at the key intersections.

The golf course is expected to generate both on and off-site trips. It is assumed that the 1,090 lot subdivision will comprise approximately one third of the trips generated by the golf course. The remaining golf course trips are distributed areawide. The directions of approach are shown in Figure 2.

TRIP ASSIGNMENT-EXISTING AND PROJECTED TRAFFIC VOLUMES

Peak hour turning movement volumes for the South Virginia Street/Zolezzi Lane and South Virginia Street/Mt. Rose Highway intersections were obtained from the 1992 traffic studies for White's Creek Meadows and Sterling Ranch, respectively. The 1992 traffic volumes were updated to 1993 existing volumes by applying a 4% average annual growth rate. Figure 3 shows the existing PM peak hour turning movement volumes.

Figure 4 shows the PM peak hour project trip assignment based upon the directions of approach presented in Figure 2. Figure 5 shows the 2007 PM peak hour turning movement volumes for the background and background plus project scenarios. Figure 6 shows the year 2015 PM peak hour turning movement volumes for the background and background plus project scenarios.

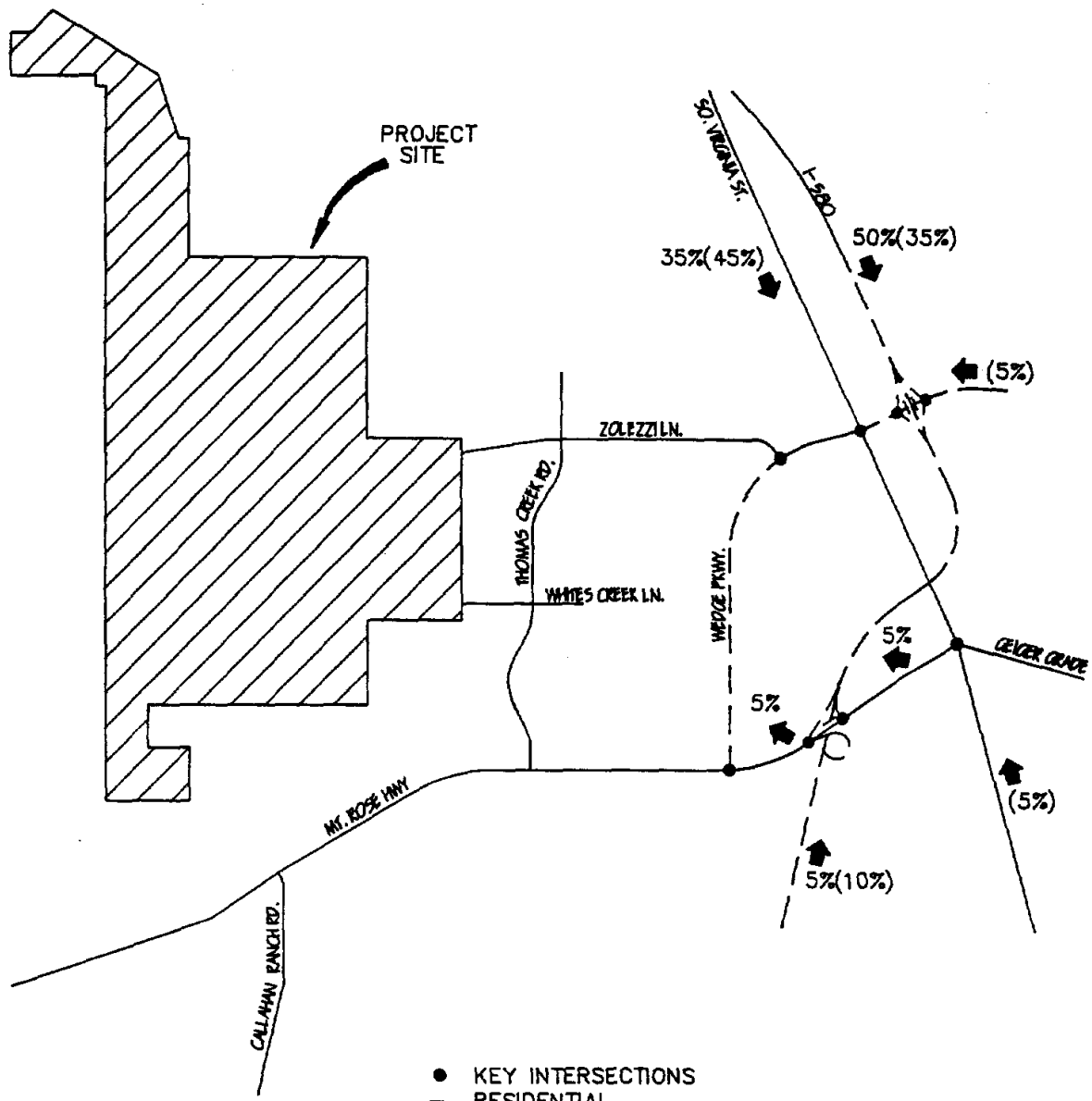
The 2007 and 2015 peak hour background traffic volumes were derived from information obtained from the Regional Transportation Commission.

TRAFFIC CAPACITY

The key intersections were analyzed for capacity based upon procedures presented in the 1985 Highway Capacity Manual prepared by the Transportation Research Board for signalized and unsignalized intersections.

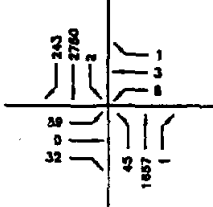
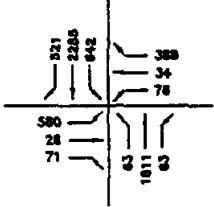
The result of capacity analysis is a "level of service" rating for each intersection. "Level of service" is a qualitative measure of traffic operating conditions whereby a letter grade "A" through "F," corresponding to progressively worsening traffic operation, is assigned to the intersection.

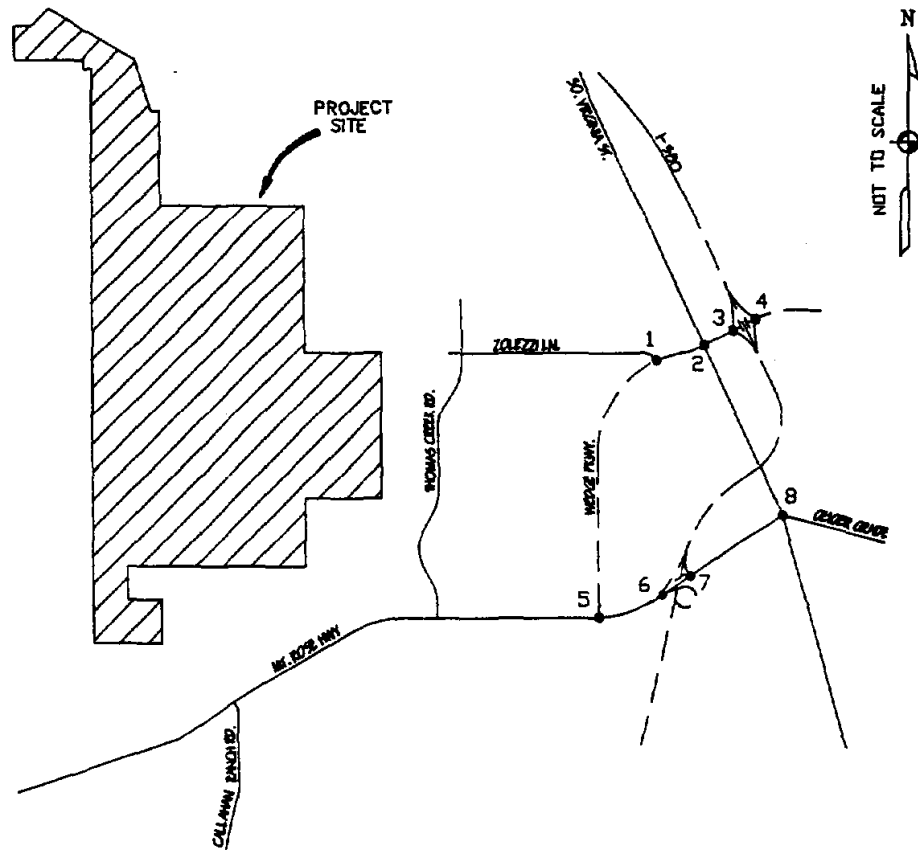
The "level of service" for signalized intersections is stated in terms of the average stopped delay per vehicle for peak 15 minute analysis period. The signalized intersection "level of service" criteria are shown in Table 2.




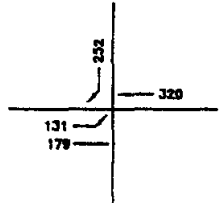
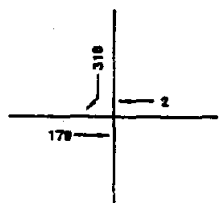
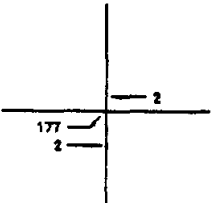
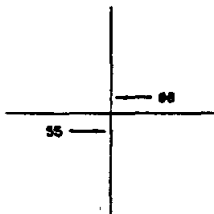
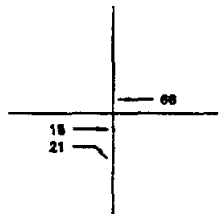
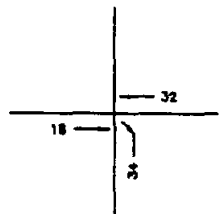
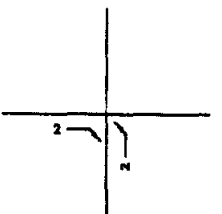
- KEY INTERSECTIONS
- RESIDENTIAL
- (-) OFF-SITE GOLF

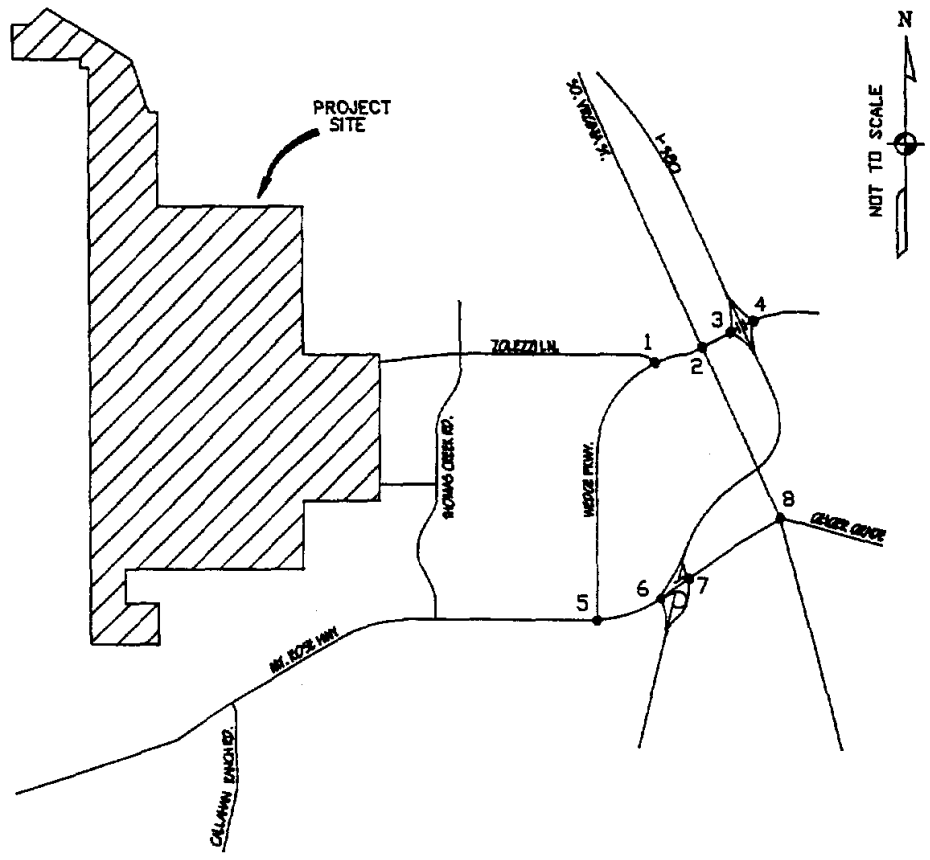
SOUTHWEST POINTE
DIRECTIONS OF APPROACH
FIGURE 2

<p>1. ZOLEZZI/WEDGE</p> <p>FUTURE INTERSECTION</p>	<p>2. ZOLEZZI/SO. VIRGINIA</p> 	<p>3. ZOLEZZI/1-580 SB RAMPS</p> <p>FUTURE INTERSECTION</p>	<p>4. ZOLEZZI/1-580 NB RAMPS</p> <p>FUTURE INTERSECTION</p>
<p>5. MT. ROSE/WEDGE</p> <p>FUTURE INTERSECTION</p>	<p>6. MT. ROSE/1-580 SB RAMPS</p> <p>FUTURE INTERSECTION</p>	<p>7. MT. ROSE/1-580 NB RAMPS</p> <p>FUTURE INTERSECTION</p>	<p>8. MT. ROSE/SO. VIRGINIA</p> 



SOUTHWEST POINTE
EXISTING PM PEAK HOUR TURNING MOVEMENT VOLUMES
FIGURE 3

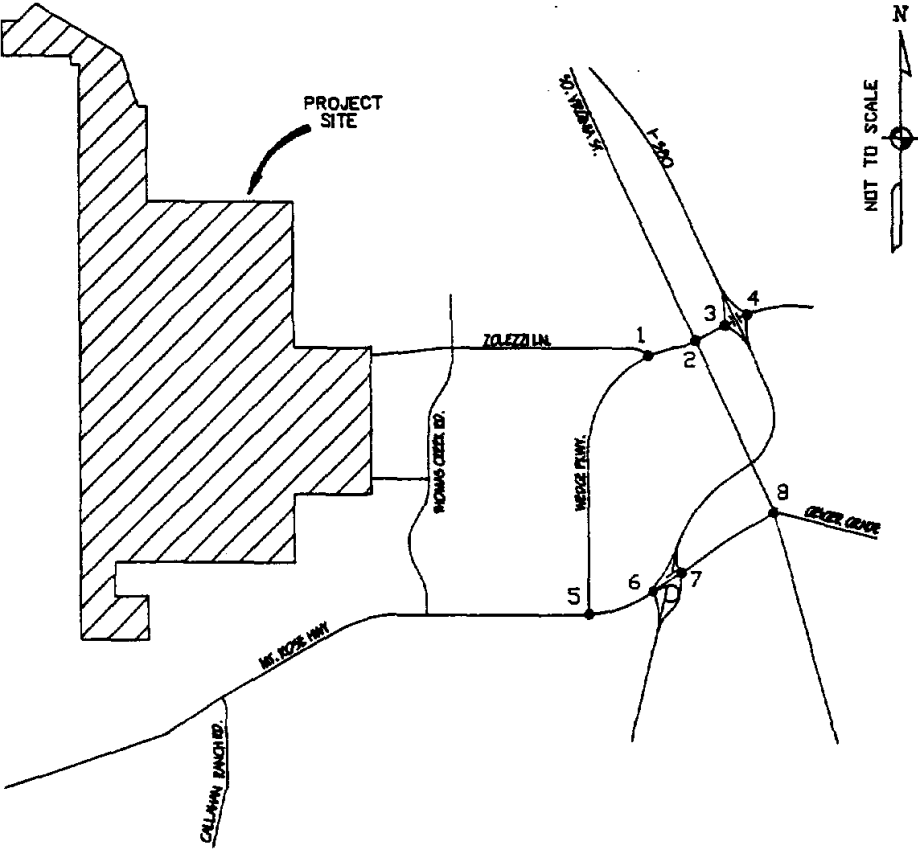
<p>1. ZOLEZZI/WEDGE</p> 	<p>2. ZOLEZZI/SO. VIRGINIA</p> 	<p>3. ZOLEZZI/I-580 SB RAMPS</p> 	<p>4. ZOLEZZI/I-580 NB RAMPS</p> 
<p>5. MT. ROSE/WEDGE</p> 	<p>6. MT. ROSE/I-580 SB RAMPS</p> 	<p>7. MT. ROSE/I-580 NB RAMPS</p> 	<p>8. MT. ROSE/SO. VIRGINIA</p> 



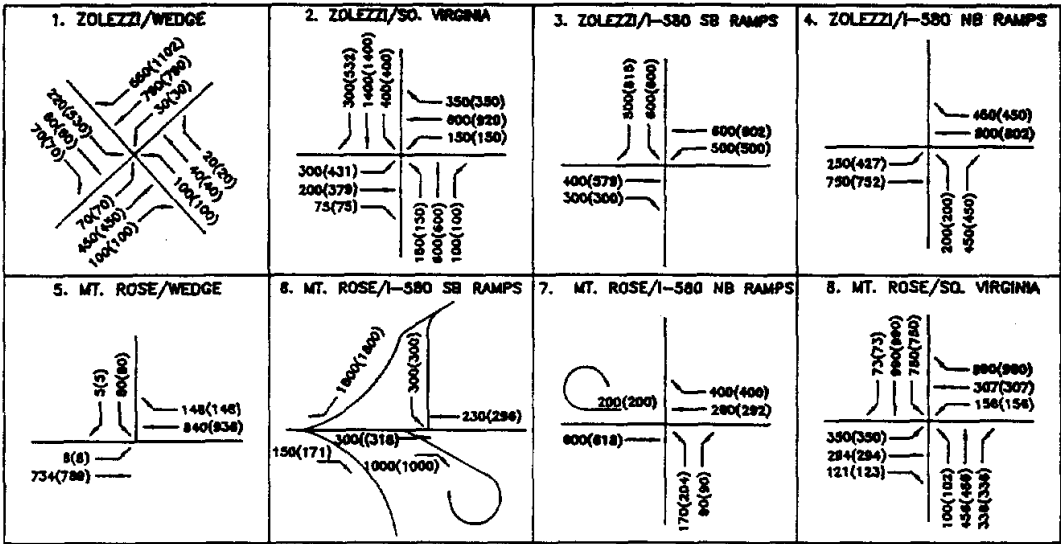
SOUTHWEST POINTE
PM PEAK HOUR PROJECT TRIP ASSIGNMENT
FIGURE 4

<p>1. ZOLEZZI/WEDGE</p>	<p>2. ZOLEZZI/SO. VIRGINIA</p>	<p>3. ZOLEZZI/I-580 SB RAMPS</p>	<p>4. ZOLEZZI/I-580 NB RAMPS</p>
<p>5. MT. ROSE/WEDGE</p>	<p>6. MT. ROSE/I-580 SB RAMPS</p>	<p>7. MT. ROSE/I-580 NB RAMPS</p>	<p>8. MT. ROSE/SO. VIRGINIA</p>

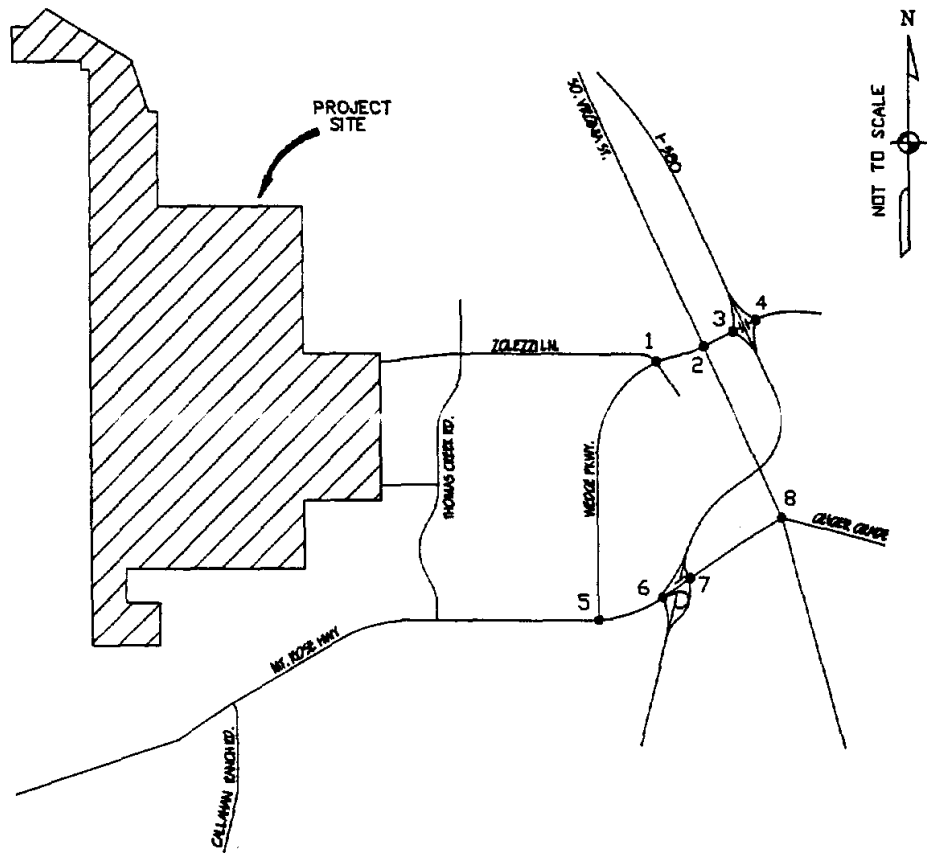
- BACKGROUND
(-) BACKGROUND PLUS PROJECT



SOUTHWEST POINTE
2007 PM PEAK HOUR TURNING MOVEMENT VOLUMES
FIGURE 5



- BACKGROUND
(-) BACKGROUND PLUS PROJECT



SOUTHWEST POINTE
2015 PM PEAK HOUR TURNING MOVEMENT VOLUMES
FIGURE 6

**TABLE 2
LEVEL OF SERVICE CRITERIA FOR
SIGNALIZED INTERSECTIONS**

Level of Service	Stopped Delay Per Vehicle (Seconds)
A	5.0 or Less
B	5.1 - 15.0
C	15.1 - 25.0
D	25.1 - 40.0
E	40.1 - 60.0
F	60.1 or More

The 1985 Highway Capacity Manual defines "level of service" in terms of delay for unsignalized intersections. Delay is a measure of driver discomfort, frustration, fuel consumption and loss of travel time. The unsignalized intersection "level of service" criteria are shown in Table 3.

**TABLE 3
LEVEL OF SERVICE CRITERIA
UNSIGNALIZED INTERSECTIONS**

Level of Service	Expected Traffic Delay
A	Little or No Delay
B	Short Delay
C	Average Delay
D	Long Delay
E	Very Long Delay
F	Extreme Delay and Congestion

A summary of the PM peak hour "level of service" (L.O.S.) operation for the key intersections in this analysis is shown in Table 4.

**TABLE 4
LEVEL OF SERVICE
PM PEAK HOUR**

<u>INTERSECTION</u>	<u>1993 EXISTING</u>	<u>2007 BACKGROUND</u>	<u>2007 W/PROJECT</u>	<u>2015 BACKGROUND</u>	<u>2015 W/PROJECT</u>
Zolezzi/So. Virginia	* B11.8	C24.1	C24.9	# Near	Over
Zolezzi/I-580 SB Ramp	-	B13.9	C15.2	Under	Near
Zolezzi/I-580 NB Ramp	-	B10.8	C12.9	Under	Under
Zolezzi/Wedge				Under	Under
Southbound Left	-	@ 298C	-214F		
Southbound Right	-	802A	559A		
Eastbound Left	-	621A	281C		
Mt. Rose/So. Virginia	> F	C24.5	C24.5	Under	Under
Mt. Rose/I-580 SB Ramp					
Southbound Left	-	173D	118D	-5F	-53F
Mt. Rose/I-580 NB Ramp					
Northbound Left	-	95E	21E	-38F	-95F
Northbound Right	-	566A	536A	548A	540A
Mt. Rose/Wedge					
Southbound Left	-	-46F	-46F	-52F	-52F
Southbound Right	-	505A	471A	496A	461A
Eastbound Left	-	273C	239C	261C	227C
* Signalized intersection level of service and delay time in seconds					
@ Unsignalized intersection reserve capacity and level of service					
# Relationship to capacity for signalized intersections using planning method					

ZOLEZZI LANE/SOUTH VIRGINIA STREET

The Zolezzi Lane/South Virginia Street intersection was analyzed as a signalized intersection for all scenarios. The intersection currently operates at level of service B with a delay time of 11.8 seconds during the PM peak hour. For the 2007 background traffic volumes, the intersection operates at level of service C with a delay time of 24.1 seconds during the PM peak hour. With the addition of project traffic in 2007, the intersection operates at level of service C with a delay time of 24.9 seconds during the PM peak hour. The 2007 level of service runs were performed using optimal signal timing strategies and intersection improvements which include separate left, through, and right turn lanes at the east approach for the background scenario and two through lanes on each the east and west approaches for the background plus project scenario. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented

in the Highway Capacity Manual for signalized intersections. During the PM peak hour the intersection operates near capacity for the background scenario and over capacity for the background plus project scenario. These future year capacity problems can be reduced with additional turn lanes on the Zolezzi Lane approaches.

ZOLEZZI LANE/I-580 SOUTHBOUND RAMPS

The Zolezzi Lane/I-580 Southbound Ramp intersection was analyzed as a signalized intersection for the 2007 and 2015 scenarios. For the 2007 background traffic volumes, the intersection operates at level of service B with a delay time of 13.9 seconds during the PM peak hour. With the addition of project traffic in 2007, the intersection operates at level of service C with a delay time of 15.2 seconds during the PM peak hour. The intersection was analyzed with one through lane and a shared through-right turn lane at the west approach, one left turn lane and two through lanes at the east approach, and one left turn lane, one shared left turn-through lane, and one right turn lane at the off-ramp. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented in the Highway Capacity Manual for signalized intersections. During the PM peak hour the intersection operates under capacity for the background scenario and near capacity for the background plus project scenario.

ZOLEZZI LANE/I-580 NORTHBOUND RAMPS

The Zolezzi Lane/I-580 Northbound Ramp intersection was analyzed as a signalized intersection for the 2007 and 2015 scenarios. For the 2007 background traffic volumes, the intersection operates at level of service B with a delay time of 10.8 seconds during the PM peak hour. With the addition of project traffic in 2007, the intersection remains at level of service B with delay time increasing to 12.9 seconds during the PM peak hour. The intersection was analyzed with one through lane and a shared through-right turn lane at the east approach, two left turn lanes and two through lanes at the west approach, and one shared left turn-through lane and one right turn lane at the off-ramp. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented in the Highway Capacity Manual for signalized intersections. During the PM peak hour the intersection operates under capacity for both the background and background plus project scenarios.

ZOLEZZI LANE/WEDGE PARKWAY

The Zolezzi Lane/Wedge Parkway intersection was analyzed as an unsignalized "T" intersection for the 2007 scenarios. For the 2007 background scenario, the intersection critical movements operate at level of service C or better during the PM peak hour. For the 2007 background plus project scenario, the intersection critical movements operate at level of service C or better during the PM peak hour with the exception of the left turn movement from the west approach of Zolezzi Lane to the east approach of Zolezzi Lane which operates at level of service F. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented in the Highway Capacity Manual for signalized intersections. During the PM peak hour the

intersection operates under capacity for both the background and background plus project scenarios.

MT. ROSE HIGHWAY/SOUTH VIRGINIA STREET

The Mt. Rose Highway/South Virginia Street intersection was analyzed as a signalized intersection for all scenarios. For the 1993 existing scenario, the intersection fails during the PM peak hour. The level of service run for the existing scenario was performed using signal timing data obtained from the Regional Transportation Commission.

The 2007 and 2015 level of service runs were performed using optimal signal timing strategies and include intersection improvements such as south to eastbound dual left turn lanes and three through lanes at the south approach. For both the 2007 background and background plus project scenarios, the intersection operates at level of service C with a delay time of 24.5 seconds. For the year 2015 the intersection was analyzed for capacity based on the planning method as presented in the Highway Capacity Manual for signalized intersections. During the PM peak hour the intersection operates under capacity for both the background and background plus project scenarios.

MT. ROSE HIGHWAY/I-580 SOUTHBOUND RAMPS

The Mt. Rose Highway/I-580 Southbound Ramp intersection was analyzed as an unsignalized "T" intersection for the 2007 and 2015 scenarios. The intersection operates with the southbound left turn movement opposed by only the east and westbound through movements. The southbound right turn movement is made from a separate off-ramp section with merging onto Mt. Rose Highway. Southbound I-580 traffic will be served by a loop on-ramp east of the intersection for westbound traffic and an on-ramp west of the intersection for eastbound traffic. For both the 2007 background and background plus project scenarios, the southbound left turn movement operates at a level of service D. For both the 2015 background and background plus project scenarios, the southbound left turn movement operates at a level of service F. A traffic signal may be required in the year 2015 to serve the anticipated traffic volumes.

MT. ROSE HIGHWAY/I-580 NORTHBOUND RAMPS

The Mt. Rose Highway/I-580 Northbound Ramp intersection was analyzed as an unsignalized "T" intersection for the 2007 and 2015 scenarios. The intersection operates with the northbound left and right turn movements opposed by only the east and westbound through movements. Northbound I-580 traffic will be served by a loop on-ramp west of the intersection for westbound traffic and an on-ramp east of the intersection for eastbound traffic. For both the 2007 background and background plus project scenarios, the northbound left turn movement operates at a level of service E. For both the 2015 background and background plus project scenarios, the northbound left turn movement operates at a level of service F. A traffic signal may be required in the year 2015 to serve the anticipated traffic volumes.

MT. ROSE HIGHWAY/WEDGE PARKWAY

The Mt. Rose Highway/Wedge Parkway intersection was analyzed as an unsignalized "T" intersection for the 2007 and 2015 scenarios. For all scenarios the intersection critical movements operate at a level of service C or better with the exception of the southbound left turn movement which operates at level of service F during the PM peak hour. A traffic signal may be required in the year 2015 to serve the anticipated traffic volumes.

SITE PLAN REVIEW

A copy of the Southwest Pointe concept plan and tentative map for phase one are included in this submittal. The site plan shows access from two roadways (Zolezzi Lane and Whites Creek Lane) located at the project's east boundary. No project access is shown from the north, south, or west. Onsite traffic circulation is provided from two looping residential collector streets which connect to Zolezzi and Whites Creek Lanes. It is recommended that Zolezzi Lane be improved as an 80 foot wide right of way from its existing stub to the onsite village center, west of that area it can be reduced to a 60 foot right of way. It is recommended that Whites Creek Lane be improved as a 60 foot wide right of way from Thomas Creek Road west through the site. It is recommended that the onsite loop residential collector streets (label as primary and secondary loops on the concept plan) be improved as 60 foot wide right of way streets. It is recommended that the onsite residential streets be improved as 50 foot wide right of way streets. It is recommended that the onsite cul de sac streets be improved as 41 foot wide right of way streets.

We anticipate that Zolezzi Lane will be the primary project access for construction vehicles. It is recommended that construction traffic impacts be reduced by restricting construction hours to between 6:00 AM and 9:00 PM and that Washoe County Dust Control Regulations be followed.

RECOMMENDATIONS

Traffic generated by the proposed Southwest Pointe development will have some impact on the adjacent roadways. The following recommendations are made to mitigate project traffic impacts.

It is recommended that any required signing, striping, or traffic control improvements comply with Washoe County and Nevada Department of Transportation requirements.

It is recommended that Zolezzi Lane be improved as an 80 foot wide right of way from its existing stub to the onsite village center, west of that area it can be reduced to a 60 foot right of way.

It is recommended that Whites Creek Lane be improved as a 60 foot wide right of way from Thomas Creek Road west through the site.

It is recommended that the onsite primary and secondary residential loop collector streets be improved as 60 foot wide right of way streets.

It is recommended that the onsite residential streets be improved as 50 foot wide right of way streets.

It is recommended that the onsite cul de sac streets be improved as 41 foot wide right of way streets.

It is recommended that construction traffic impacts be reduced by restricting construction hours to between 6:00 AM and 9:00 PM and that Washoe County Dust Control Regulations be followed.

CALCULATIONS

SOUTHWEST POINTE

SUMMARY OF AVERAGE VEHICLE TRIP GENERATION

AVERAGE WEEKDAY DRIVEWAY VOLUMES

8/93

LAND USE	SIZE	24 HOUR TWO-WAY VOLUME	AM PK HOUR		PM PK HOUR	
			ENTER	EXIT	ENTER	EXIT
SINGLE FAMILY DWELLINGS	1090 DWELLING UNITS	9315	166	474	605	326
GOLF COURSE	36 HOLES	1521	199	41	64	59
SHOPPING CENTER	20 T.G.L.A.	2585	40	23	118	118
TOTAL		13421	405	538	787	503

Note: A zero rate indicates no rate data available

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) So. Virginia Street

Analyst: Solaegui Eng.

File Name: SVZ03PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 1993 Existing Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	<	>	1	<	1	3	<	1	3	1
Volumes	89	1	32	8	3	1	45	1657	1	2	2750	243
Lane Width	12.0	12.0			12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vols			15			0			0			50

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*	*	
Thru	*				Thru	*	*	
Right	*				Right	*	*	
Peds					Peds	*	*	
WB Left	*				SB Left	*		
Thru	*				Thru		*	
Right	*				Right		*	
Peds					Peds		*	
NB Right					EB Right			
SB Right					WB Right			
Green	12P				Green	2P	6P	53P
Yellow/A-R	5				Yellow/A-R	4	0	5
Lost Time	3.0				Lost Time	3.0	3.0	3.0
Cycle Length:	87 secs Phase combination order: #1 #5 #6 #7							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	Delay	LOS
	Mvmts	Cap	Flow	Ratio	Ratio					
EB	L	1782	287	0.33	0.16	24.8	C	24.6	C	
	TR	1529	246	0.08	0.16	23.6	C			
WB	LTR	1584	255	0.05	0.16	23.5	C	23.5	C	
NB	L	1693	117	0.40	0.07	30.7	D	5.3	B	
	TR	5346	3748	0.51	0.70	4.7	A			
SB	L	1693	58	0.03	0.03	30.9	D	15.1	C	
	T	5346	3380	0.94	0.63	15.8	C			
	R	1515	958	0.21	0.63	5.2	B			
Intersection Delay =			11.8 (sec/veh)			Intersection LOS = B				

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) So. Virginia Street

Analyst: Solaegui Eng.

File Name: SVZO7PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	1	<	1	1	1	1	3	<	1	3	1
Volumes	200	125	50	70	370	130	150	600	80	125	1050	250
Lane Width	12.0	12.0		12.0	12.0	12.0	12.0	12.0		12.0	12.0	12.0
RTOR Vols			15			50			15			100

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*	*			NB Left	*		
Thru		*	*		Thru		*	
Right		*	*		Right		*	
Peds					Peds		*	
WB Left	*				SB Left	*		
Thru			*		Thru		*	
Right			*		Right		*	
Peds					Peds		*	
NB Right					EB Right			
SB Right					WB Right			
Green	5P	7P	19P		Green	9P	21P	
Yellow/A-R	5	0	5		Yellow/A-R	4	5	
Lost Time	3.0	3.0	3.0		Lost Time	3.0	3.0	
Cycle Length:	80 secs Phase combination order: #1 #2 #3 #5 #6							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	Delay	LOS
	Mvmts	Cap	Flow	Ratio	Ratio			Delay		
EB	L	1693	233	0.91	0.14	50.4	E	34.4		D
	TR	1723	603	0.28	0.35	14.3	B			
WB	L	1693	148	0.50	0.09	28.7	D	27.6		D
	T	1782	468	0.83	0.26	29.5	D			
	R	1515	398	0.21	0.26	17.5	C			
NB	L	1693	212	0.75	0.13	34.7	D	21.1		C
	TR	5268	1515	0.51	0.29	18.3	C			
SB	L	1693	212	0.62	0.13	29.2	D	22.2		C
	T	5346	1537	0.79	0.29	22.0	C			
	R	1515	436	0.36	0.29	17.5	C			
Intersection Delay = 24.1 (sec/veh)						Intersection LOS = C				

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) So. Virginia Street

Analyst: Solaegui Eng.

File Name: SVZ07PW.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Plus Project Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	2	<	1	2	<	1	3	<	1	3	1
Volumes	331	304	50	70	690	130	150	600	80	125	1050	482
Lane Width	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	12.0
RTOR Vols			20			50			50			250

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
Thru	*				Thru		*	
Right	*				Right		*	
Peds					Peds		*	
WB Left		*			SB Left	*		
Thru		*			Thru		*	
Right		*			Right		*	
Peds					Peds		*	
NB Right					EB Right			
SB Right					WB Right			
Green		15A	19A		Green	7A	18A	
Yellow/A-R		5	5		Yellow/A-R	4	5	
Lost Time		3.0	3.0		Lost Time	3.0	3.0	
Cycle Length:	78 secs Phase combination order: #1 #2 #5 #6							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:		
	Mvmts	Cap	Flow	Ratio	Ratio			Delay	LOS	
EB	L	1693	369	0.94	0.22	46.4	E	31.5	D	
	TR	3515	766	0.48	0.22	17.6	C			
WB	L	1693	456	0.16	0.27	16.6	C	24.1	C	
	TR	3509	945	0.90	0.27	24.8	C			
NB	L	1693	174	0.91	0.10	56.9	E	23.6	C	
	TR	5309	1361	0.54	0.26	16.4	C			
SB	L	1693	174	0.76	0.10	37.6	D	23.2	C	
	T	5346	1371	0.89	0.26	22.6	C			
	R	1515	388	0.63	0.26	18.5	C			
Intersection Delay =						24.9 (sec/veh)	Intersection LOS = C			

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Mt. Rose Highway
 Analyst: Solaegui Eng.
 Area Type: Other
 Comment: 1993 Existing Traffic Volumes

(N-S) So. Virginia Street
 File Name: SVMR3PX.HC9
 8-17-93 PM Peak

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	> 1	1	1	1	1	1	2	1	1	3	1
Volumes	580	26	71	76	34	388	63	1811	63	642	2285	521
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vols			71			388			63			521

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
EB Thru	*				NB Thru		*	
EB Right	*				NB Right		*	
EB Peds					NB Peds		*	
WB Left		*			SB Left	*	*	
WB Thru		*			SB Thru		*	*
WB Right		*			SB Right		*	*
WB Peds					SB Peds		*	*
NB Right					EB Right			
SB Right					WB Right			
Green	18A	13A			Green	3A	30A	36A
Yellow/A-R	5	5			Yellow/A-R	4	0	6
Lost Time	3.0	3.0			Lost Time	3.0	3.0	3.0

Cycle Length: 120 secs Phase combination order: #1 #2 #5 #6 #7

Intersection Performance Summary

	Lane	Group:	Adj Sat			Summary			Approach:		
			Mvmnts	Cap	Flow	v/c Ratio	g/c Ratio	Delay	LOS	Delay	LOS
EB	L		1693		282	1.13	0.17	129.1	F	119.2	F
	LT		1704		284	1.13	0.17	109.5	F		
	R		1782		297	0.00	0.17	0.0	A		
WB	L		1693		212	0.38	0.13	37.2	D	35.1	D
	T		1782		223	0.16	0.13	30.3	D		
	R		1782		223	0.00	0.13	0.0	A		
NB	L		1693		56	1.17	0.03	226.5	F	*	*
	T		3564		1158	1.73	0.32	*	*		
	R		1782		579	0.00	0.32	0.0	A		
SB	L		1693		437	1.55	0.26	*	*	*	*
	T		5346		3074	0.86	0.57	15.5	C		
	R		1782		1025	0.00	0.57	0.0	A		

Intersection Delay = * (sec/veh)

Intersection LOS = *

* Delay and LOS not meaningful when any v/c is greater than 1.2

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Mt. Rose Highway

(N-S) So. Virginia Street

Analyst: Solaegui Eng.

File Name: SVMR7PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	> 1	1	1	1	1	1	2	1	2	3	1
Volumes	340	220	90	130	270	630	100	370	290	625	825	70
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vols			69			441			206			30

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
EB Thru	*				NB Thru		*	
EB Right	*				NB Right		*	
EB Peds					NB Peds		*	
WB Left		*			SB Left	*	*	
WB Thru		*			SB Thru		*	*
WB Right		*			SB Right		*	*
WB Peds					SB Peds	*	*	
NB Right					EB Right			
SB Right					WB Right			
Green		17A	16A		Green	10A	15A	12A
Yellow/A-R		5	5		Yellow/A-R	4	0	6
Lost Time		3.0	3.0		Lost Time	3.0	3.0	3.0

Cycle Length: 90 secs Phase combination order: #1 #2 #5 #6 #7

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	
	Mvmts	Cap	Flow	Ratio	Ratio			Delay	LOS
EB	L	1693	357	0.81	0.21	34.7	D	31.3	D
	LT	1762	372	0.81	0.21	29.0	D		
	R	1515	320	0.07	0.21	18.4	C		
WB	L	1693	339	0.40	0.20	24.3	C	26.5	D
	T	1782	356	0.80	0.20	29.1	D		
	R	1515	303	0.66	0.20	24.4	C		
NB	L	1693	207	0.51	0.12	29.8	D	25.2	D
	T	3564	594	0.69	0.17	24.8	C		
	R	1515	252	0.35	0.17	21.7	C		
SB	L	3279	838	0.82	0.26	28.8	D	21.1	C
	T	5346	1782	0.54	0.33	15.9	C		
	R	1515	505	0.08	0.33	13.3	B		

Intersection Delay = 24.5 (sec/veh) Intersection LOS = C

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Mt. Rose Highway (N-S) So. Virginia Street
 Analyst: Solaegui Eng. File Name: SVMR7PW.HC9
 Area Type: Other 8-17-93 PM Peak
 Comment: 2007 Background Plus Project Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	1	> 1	1	1	1	1	1	2	1	2	3	1
Volumes	340	220	92	130	270	630	102	370	290	625	825	70
Lane Width	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
RTOR Vols			69			441			206			30

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
EB Thru	*				NB Thru		*	
EB Right	*				NB Right		*	
EB Peds					NB Peds		*	
WB Left		*			SB Left	*	*	
WB Thru		*			SB Thru		*	*
WB Right		*			SB Right		*	*
WB Peds					SB Peds	*	*	
NB Right					EB Right			
SB Right					WB Right			
Green		17A	16A		Green	10A	15A	12A
Yellow/A-R		5	5		Yellow/A-R	4	0	6
Lost Time	3.0	3.0			Lost Time	3.0	3.0	3.0
Cycle Length:	90 secs Phase combination order: #1 #2 #5 #6 #7							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:		
	Mvmts	Cap	Flow	Ratio	Ratio			Delay	LOS	
EB	L	1693	357	0.81	0.21	34.7	D	31.3	D	
	LT	1762	372	0.81	0.21	29.0	D			
	R	1515	320	0.08	0.21	18.4	C			
WB	L	1693	339	0.40	0.20	24.3	C	26.5	D	
	T	1782	356	0.80	0.20	29.1	D			
	R	1515	303	0.66	0.20	24.4	C			
NB	L	1693	207	0.52	0.12	30.0	D	25.2	D	
	T	3564	594	0.69	0.17	24.8	C			
	R	1515	252	0.35	0.17	21.7	C			
SB	L	3279	838	0.82	0.26	28.8	D	21.1	C	
	T	5346	1782	0.54	0.33	15.9	C			
	R	1515	505	0.08	0.33	13.3	B			
Intersection Delay =						24.5 (sec/veh)	Intersection LOS = C			

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) I-580 SB Ramps

Analyst: Solaegui Eng.

File Name: ZOSB7PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound			
	L	T	R	L	T	R	L	T	R	L	T	R	
No. Lanes	2	<		1	2					2	>	1	1
Volumes	300		30	240	310					600		1	350
Lane Width	12.0			12.0	12.0					12.0	12.0	12.0	
RTOR Vols			10				441						150

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left					NB Left			
Thru			*		Thru			
Right			*		Right			
Peds					Peds			
WB Left		*			SB Left	*		
Thru		*	*		Thru	*		
Right					Right	*		
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green		15A	25A		Green	16A		
Yellow/A-R		5	5		Yellow/A-R	4		
Lost Time		3.0	3.0		Lost Time	3.0		
Cycle Length:	70 secs Phase combination order: #1 #2 #5							

Intersection Performance Summary

	Lane Group:	Mvmts	Cap	Adj Sat Flow	v/c Ratio	g/c Ratio	Delay	LOS	Approach:	
									Delay	LOS
EB	TR	3531		1362	0.26	0.39	9.5	B	9.5	B
WB	L	1693		411	0.62	0.24	19.9	C	10.0	B
	T	3564		2393	0.14	0.67	2.7	A		
SB	L	2673		649	0.68	0.24	20.4	C	18.4	C
	LT	1517		368	0.57	0.24	16.4	C		
	R	1515		368	0.57	0.24	16.4	C		
Intersection Delay =				13.9 (sec/veh)	Intersection LOS = B					

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane (N-S) I-580 SB Ramps
 Analyst: Solaegui Eng. File Name: ZOSB7PW.HC9
 Area Type: Other 8-17-93 PM Peak
 Comment: 2007 Background Plus Project Traffic Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes		2 <		1	2					2 >	1	1
Volumes		479	30	240	312					600	1	668
Lane Width		12.0		12.0	12.0					12.0	12.0	12.0
RTOR Vols			10			441						300

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left								
Thru		*						
Right		*						
Peds								
WB Left		*						
Thru		*	*					
Right								
Peds								
NB Right								
SB Right								
Green		15A	24A			22A		
Yellow/A-R		5	5			4		
Lost Time		3.0	3.0			3.0		
Cycle Length:	75 secs Phase combination order: #1 #2 #5							

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	Delay	LOS
	Mvmts	Cap	Flow	Ratio	Ratio					
EB	TR	3543	1228	0.45	0.35	12.4	B		12.4	B
WB	L	1693	384	0.66	0.23	22.9	C		12.0	B
	T	3564	2186	0.16	0.61	4.0	A			
SB	L	2673	820	0.54	0.31	17.0	C		18.6	C
	LT	1517	465	0.45	0.31	13.9	B			
	R	1515	465	0.83	0.31	22.9	C			
Intersection Delay = 15.2 (sec/veh)						Intersection LOS = C				

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

Streets: (E-W) Zolezzi Lane

(N-S) I-580 NB Ramps

Analyst: Solaegui Eng.

File Name: ZONB7PX.HC9

Area Type: Other

8-17-93 PM Peak

Comment: 2007 Background **Traffic** Volumes

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	2		2	<		>	1	1			
Volumes	200	750		555	450		70	1	140			
Lane Width	12.0	12.0		12.0			12.0	12.0				
RTOR Vols			10		150				50			

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
Thru	*	*			Thru	*		
Right					Right	*		
Peds					Peds			
WB Left					SB Left			
Thru		*			Thru			
Right		*			Right			
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green		14A	23A		Green	19A		
Yellow/A-R		5	5		Yellow/A-R	4		
Lost Time		3.0	3.0		Lost Time	3.0		
Cycle Length: 70 secs Phase combination order: #1 #2 #5								

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:		
								Mvmts	Cap	Flow
EB	L		3279	749	0.30	0.23	17.0	C	6.8	B
	T		3564	2240	0.37	0.63	4.1	A		
WB	TR		3376	1206	0.78	0.36	15.0	C	15.0	C
NB	LT		1518	434	0.17	0.29	12.2	B	12.3	B
	R		1515	433	0.22	0.29	12.3	B		
Intersection Delay =			10.8 (sec/veh)			Intersection LOS = B				

HCM: SIGNALIZED INTERSECTION SUMMARY

Center For Microcomputers In Transportation

=====
 Streets: (E-W) Zolezzi Lane (N-S) I-580 NB Ramps
 Analyst: Solaegui Eng. File Name: ZONB7PW.HC9
 Area Type: Other 8-17-93 PM Peak
 Comment: 2007 Background Plus Project Traffic Volumes
 =====

	Eastbound			Westbound			Northbound			Southbound		
	L	T	R	L	T	R	L	T	R	L	T	R
No. Lanes	2	2		2	<		>	1	1			
Volumes	370	752		557	450		70	1	140			
Lane Width	12.0	12.0		12.0				12.0	12.0			
RTOR Vols			10		150				50			

Signal Operations

Phase combination	1	2	3	4	5	6	7	8
EB Left	*				NB Left	*		
Thru	*	*			Thru	*		
Right					Right	*		
Peds					Peds			
WB Left					SB Left			
Thru		*			Thru			
Right		*			Right			
Peds					Peds			
NB Right					EB Right			
SB Right					WB Right			
Green		15A	24A		Green	22A		
Yellow/A-R		5	5		Yellow/A-R	4		
Lost Time		3.0	3.0		Lost Time	3.0		
Cycle Length:	75 secs				Phase combination order: #1 #2 #5			

Intersection Performance Summary

	Lane	Group:	Adj Sat	v/c	g/c	Delay	LOS	Approach:	Delay	LOS
	Mvmts	Cap	Flow	Ratio	Ratio					
EB	L	3279	743	0.55	0.23	20.1	C	9.8	B	
	T	3564	2186	0.38	0.61	4.8	A			
WB	TR	3377	1171	0.81	0.35	17.0	C	17.0	C	
NB	LT	1518	466	0.16	0.31	12.3	B	12.4	B	
	R	1515	465	0.20	0.31	12.4	B			
Intersection Delay = 12.9 (sec/veh)						Intersection LOS = B				

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2007 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	0	--	230
THRU	150	230	--	0
RIGHT	0	0	--	0

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	0	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	5.80	0.00	5.80
MAJOR LEFTS				
EB	5.40	5.40	0.00	5.40
MINOR LEFTS				
SB	7.70	7.70	0.00	7.70

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2007 Background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTEN-	ACTUAL	SHARED	RESERVE		LOS
		TIAL	MOVEMENT		CAPACITY	CAPACITY	
		c (pcph)	c (pcph)	c (pcph)	c = c - v	c = c - v	
		p	M	SH	R	SH	
MINOR STREET							
SB LEFT	266	439	439	>	439	>	173 > D
				>	439	>	173 > D
RIGHT	0	795	795	>	795	>	795 > A
MAJOR STREET							
EB LEFT	0	867	867		867		867 A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background **Traffic** Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	0	--	230
THRU	168	296	--	0
RIGHT	0	0	--	0

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	0	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	5.80	0.00	5.80
MAJOR LEFTS				
EB	5.40	5.40	0.00	5.40
MINOR LEFTS				
SB	7.70	7.70	0.00	7.70

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) P	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	266	385	385	> 385	> 118	> D
RIGHT	0	732	732	> 732	> 732	> A
MAJOR STREET						
EB LEFT	0	799	799	799	799	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2015 background Traffic Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	0	--	300
THRU	300	230	--	0
RIGHT	0	0	--	0

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

Page-2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	0	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	5.80	0.00	5.80
MAJOR LEFTS				
EB	5.40	5.40	0.00	5.40
MINOR LEFTS				
SB	7.70	7.70	0.00	7.70

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2015 background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M		SHARED CAPACITY c (pcph) SH		RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET								
SB LEFT	347	342	342	>	342	>	-5	> F
RIGHT	0	795	795	>	342	>	-5	> F
					795	>	795	> A
MAJOR STREET								
EB LEFT	0	867	867		867		867	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2015 background Traffic Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET..... I-580 Southbound Off-Ramp
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2015 Background Plus Project **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	0	--	300
THRU	318	296	--	0
RIGHT	0	0	--	0

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	--	1

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	0	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS SB	6.30	5.80	0.00	5.80
MAJOR LEFTS EB	5.40	5.40	0.00	5.40
MINOR LEFTS SB	7.70	7.70	0.00	7.70

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2015 Background Plus Project **Traffic** Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	347	294	294	> 294	> 294	> F
RIGHT	0	732	732	> 732	> -53	> F
MAJOR STREET						
EB LEFT	0	799	799	799	799	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Southbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2015 Background Plus Project **Traffic** Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET..... I-580 Northbound Off-Ramp
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2007 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	0	170	--
THRU	380	260	0	--
RIGHT	0	0	30	--

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	1	--

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	-----	---	---	-

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	0	0	0
SOUTHBOUND	---	---	---

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
NB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
WB	5.40	5.40	0.00	5.40
MINOR LEFTS				
NB	7.70	7.70	0.00	7.70

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background Taffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
NB LEFT	197	282	282	>	282	> E
				> 305	>	74 > E
RIGHT	35	584	584	>	584	> 549 > A
MAJOR STREET						
WB LEFT	0	719	719		719	719 A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background Traffic Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET..... I-580 Northbound Off-Ramp
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	0	204	--
THRU	398	292	0	--
RIGHT	0	0	30	--

NUMBER OF LANES

	EB	WB	NB	SB
LANES	1	1	1	--

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	----	---	---	-

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	0	0	0
SOUTHBOUND	---	---	---

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
NB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
WB	5.40	5.40	0.00	5.40
MINOR LEFTS				
NB	7.70	7.70	0.00	7.70

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
NB LEFT	236	257	257	> 257	> 21	E
RIGHT	35	571	571	> 277	> 6	E
				> 571	> 536	A
MAJOR STREET						
WB LEFT	0	705	705	705	705	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... I-580 Northbound Off-Ramp

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2015 Background **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	0	170	--
THRU	600	260	0	--
RIGHT	0	0	90	--

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	1	--

ADJUSTMENT FACTORS

Page-2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	-----	---	---	-

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	0	0	0
SOUTHBOUND	---	---	---

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
NB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
WB	5.90	5.90	0.00	5.90
MINOR LEFTS				
NB	8.20	8.20	0.00	8.20

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2015 Background **Traffic** Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTEN-	ACTUAL		SHARED	RESERVE	LOS
		TIAL CAPACITY c (pcph) p	MOVEMENT CAPACITY c (pcph) M		CAPACITY c (pcph) SH	CAPACITY c = c - v R SH	
MINOR STREET							
NB LEFT	197	159	159	>	159	>	-38 > F
RIGHT	104	652	652	>	216	>	-85 > F
				>	652	>	548 > A
MAJOR STREET							
WB LEFT	0	476	476		476		476 A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2015 Background Traffic Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET..... I-580 Northbound Off-Ramp
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2015 Background Plus Project **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE NORTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	0	0	204	--
THRU	618	292	0	--
RIGHT	0	0	90	--

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	1	--

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	0.00	90	20	N
SOUTHBOUND	-----	---	---	-

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	0	0	0
SOUTHBOUND	---	---	---

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
NB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
WB	5.90	5.90	0.00	5.90
MINOR LEFTS				
NB	8.20	8.20	0.00	8.20

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2015 Background Plus Project **Traffic** Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) P	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
NB LEFT	236	141	141	> 141	> -95	> F
RIGHT	104	645	645	> 186	> -155	> F
MAJOR STREET						
WB LEFT	0	465	465	465	465	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... I-580 Northbound Off-Ramp
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2015 Background Plus Project **Traffic** Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 35
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Zolezzi Lane
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2007 Background **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	22	0	--	70
THRU	144	253	--	0
RIGHT	0	176	--	22

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	--	2

ADJUSTMENT FACTORS

Page-2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS SB	5.70	5.70	0.00	5.70
MAJOR LEFTS EB	5.60	5.60	0.00	5.60
MINOR LEFTS SB	7.30	7.30	0.00	7.30

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Zolezzi Lane
NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2007 Background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTEN-	ACTUAL	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY		LOS
		TIAL CAPACITY c (pcph) p	MOVEMENT CAPACITY c (pcph) M		c =	c - v R SH	
MINOR STREET							
SB LEFT	81	388	379	379		298	C
RIGHT	25	828	828	828		802	A
MAJOR STREET							
EB LEFT	25	647	647	647		621	A

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Zolezzi Lane
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background **Traffic** Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 35
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Zolezzi Lane
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 08-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	22	0	--	380
THRU	144	253	--	0
RIGHT	0	728	--	22

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	--	2

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	0.00	90	20	N
WESTBOUND	0.00	90	20	N
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	90	20	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS SB	5.70	5.70	0.00	5.70
MAJOR LEFTS EB	5.60	5.60	0.00	5.60
MINOR LEFTS SB	7.30	7.30	0.00	7.30

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Zolezzi Lane
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTEN-	ACTUAL	SHARED	RESERVE		LOS
		TIAL	MOVEMENT		CAPACITY		
		CAPACITY	CAPACITY	CAPACITY	c = c	- v	
		c (pcph)	c (pcph)	c (pcph)	R	SH	
		p	M	SH			
MINOR STREET							
SB LEFT	440	238	226	226		-214	F
RIGHT	25	585	585	585		559	A
MAJOR STREET							
EB LEFT	25	306	306	306		281	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Zolezzi Lane
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 08-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50

PEAK HOUR FACTOR..... .95

AREA POPULATION..... 175000

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway

NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway

NAME OF THE ANALYST..... Solaegui Engineers

DATE OF THE ANALYSIS (mm/dd/yy)..... 07-17-1993

TIME PERIOD ANALYZED..... PM Peak Hour

OTHER INFORMATION.... 2007 Background **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION

MAJOR STREET DIRECTION: EAST/WEST

CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	5	0	--	75
THRU	728	832	--	0
RIGHT	0	130	--	5

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	--	2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	-3.00	0	0	
WESTBOUND	3.00	0	0	
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	25	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
EB	5.90	5.90	0.00	5.90
MINOR LEFTS				
SB	3.20	3.20	0.00	3.20

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway
DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2007 Background Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTEN-	ACTUAL	SHARED CAPACITY c (pcph) SH	RESERVE	LOS
		TIAL CAPACITY c (pcph) p	MOVEMENT CAPACITY c (pcph) M		CAPACITY c = c - v R SH	
MINOR STREET						
SB LEFT	87	41	41	41	-46	F
RIGHT	6	511	511	511	505	A
MAJOR STREET						
EB LEFT	5	278	278	278	273	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background **Traffic** Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 07-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	5	0	--	75
THRU	783	928	--	0
RIGHT	0	130	--	5

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	--	2

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	-3.00	0	0	
WESTBOUND	3.00	0	0	
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	90	25	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
EB	5.90	5.90	0.00	5.90
MINOR LEFTS				
SB	8.20	8.20	0.00	8.20

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project **Traffic** Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v (pcph)	POTEN-	ACTUAL	SHARED CAPACITY c (pcph) SH	RESERVE	LOS
		TIAL CAPACITY c (pcph) p	MOVEMENT CAPACITY c (pcph) M		CAPACITY c = c - v R SH	
MINOR STREET						
SB LEFT	87	41	40	40	-46	F
RIGHT	6	477	477	477	471	A
MAJOR STREET						
EB LEFT	5	244	244	244	239	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2007 Background Plus Project Traffic Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 07-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2015 Background Traffic Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	8	0	--	80
THRU	734	840	--	0
RIGHT	0	148	--	5

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	--	2

ADJUSTMENT FACTORS

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	-3.00	0	0	
WESTBOUND	3.00	0	0	
NORTHBOUND	----	---	---	-
SOUTHBOUND	0.00	90	25	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
EB	5.90	5.90	0.00	5.90
MINOR LEFTS				
SB	8.20	8.20	0.00	8.20

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour
 OTHER INFORMATION..... 2015 Background **Traffic** Volumes

CAPACITY AND LEVEL-OF-SERVICE

MOVEMENT	FLOW-RATE v(pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	93	41	40	40	-52	F
RIGHT	6	502	502	502	496	A
MAJOR STREET						
EB LEFT	8	269	269	269	261	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2015 Background **Traffic** Volumes

IDENTIFYING INFORMATION

AVERAGE RUNNING SPEED, MAJOR STREET.. 50
 PEAK HOUR FACTOR..... .95
 AREA POPULATION..... 175000
 NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET..... Wedge Parkway
 NAME OF THE ANALYST..... Solaegui Engineers
 DATE OF THE ANALYSIS (mm/dd/yy)..... 07-17-1993
 TIME PERIOD ANALYZED..... PM Peak Hour
 OTHER INFORMATION.... 2015 Background Plus Project **Traffic** Volumes

INTERSECTION TYPE AND CONTROL

INTERSECTION TYPE: T-INTERSECTION
 MAJOR STREET DIRECTION: EAST/WEST
 CONTROL TYPE SOUTHBOUND: STOP SIGN

TRAFFIC VOLUMES

	EB	WB	NB	SB
LEFT	8	0	--	80
THRU	789	936	--	0
RIGHT	0	148	--	5

NUMBER OF LANES

	EB	WB	NB	SB
LANES	2	2	--	2

ADJUSTMENT FACTORS

Page-2

	PERCENT GRADE	RIGHT TURN ANGLE	CURB RADIUS (ft) FOR RIGHT TURNS	ACCELERATION LANE FOR RIGHT TURNS
EASTBOUND	-3.00	0	0	
WESTBOUND	3.00	0	0	
NORTHBOUND	-----	---	---	-
SOUTHBOUND	0.00	90	25	N

VEHICLE COMPOSITION

	% SU TRUCKS AND RV'S	% COMBINATION VEHICLES	% MOTORCYCLES
EASTBOUND	0	0	0
WESTBOUND	0	0	0
NORTHBOUND	---	---	---
SOUTHBOUND	0	0	0

CRITICAL GAPS

	TABULAR VALUES (Table 10-2)	ADJUSTED VALUE	SIGHT DIST. ADJUSTMENT	FINAL CRITICAL GAP
MINOR RIGHTS				
SB	6.30	6.30	0.00	6.30
MAJOR LEFTS				
EB	5.90	5.90	0.00	5.90
MINOR LEFTS				
SB	8.20	8.20	0.00	8.20

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour
OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

CAPACITY AND LEVEL-OF-SERVICE

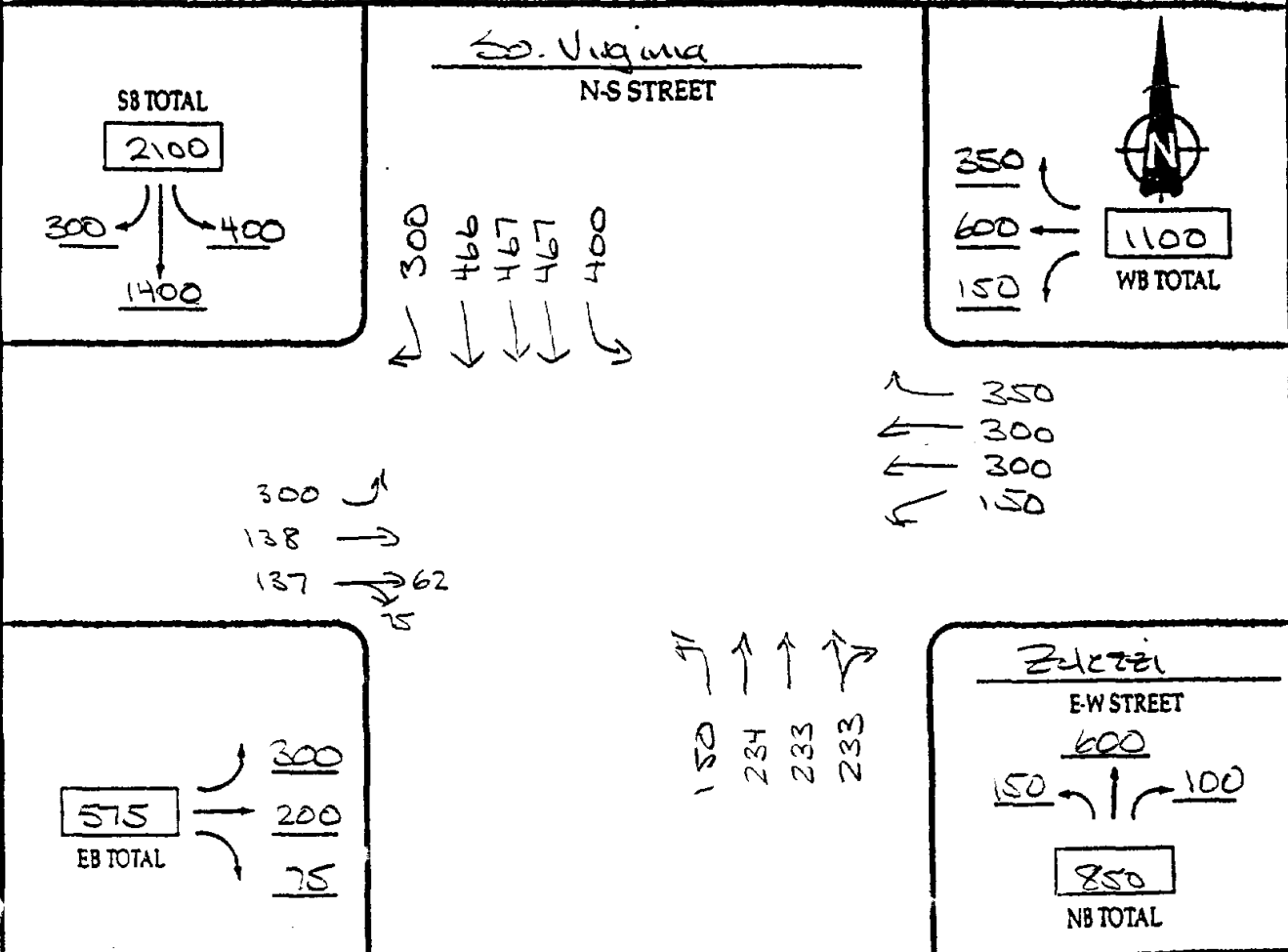
MOVEMENT	FLOW-RATE v (pcph)	POTENTIAL CAPACITY c (pcph) p	ACTUAL MOVEMENT CAPACITY c (pcph) M	SHARED CAPACITY c (pcph) SH	RESERVE CAPACITY c = c - v R SH	LOS
MINOR STREET						
SB LEFT	93	41	40	40	-52	F
RIGHT	6	467	467	467	461	A
MAJOR STREET						
EB LEFT	8	235	235	235	227	C

IDENTIFYING INFORMATION

NAME OF THE EAST/WEST STREET..... Mt. Rose Highway
 NAME OF THE NORTH/SOUTH STREET.... Wedge Parkway
 DATE AND TIME OF THE ANALYSIS..... 07-17-1993 ; PM Peak Hour
 OTHER INFORMATION.... 2015 Background Plus Project Traffic Volumes

PLANNING APPLICATION WORKSHEET

Intersection: So. Virginia / Zolazzi Date: 8/93
 Analyst: Solaequi Eng. Time Period Analyzed: 2015 PM PEAK
 Project No. _____ City/State: Reno, NV Background volumes



EB LT	=	<u>300</u>	
WB TH	=	<u>300</u>	
WB LT	=	<u>600</u>	} OR
EB TH	=	<u>138</u>	
		<u>288</u>	

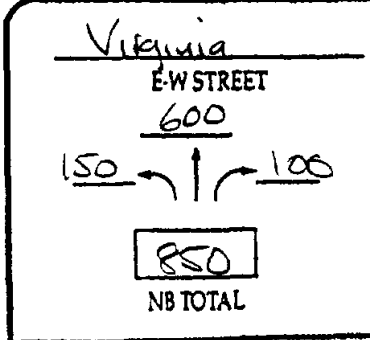
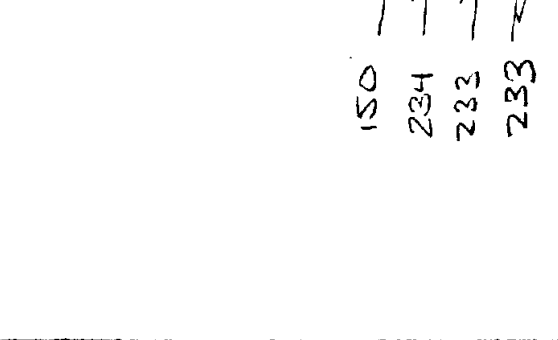
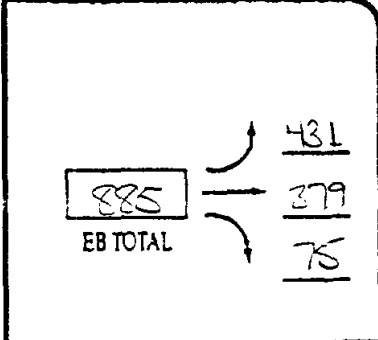
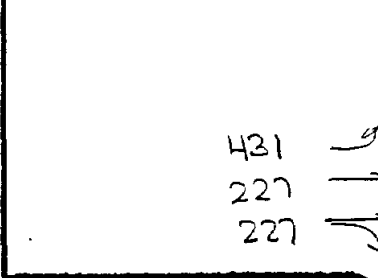
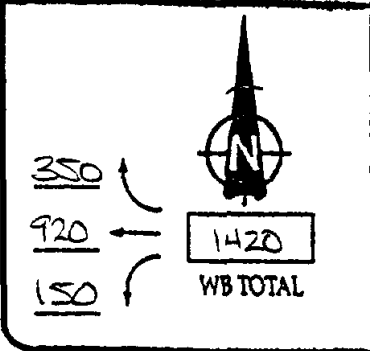
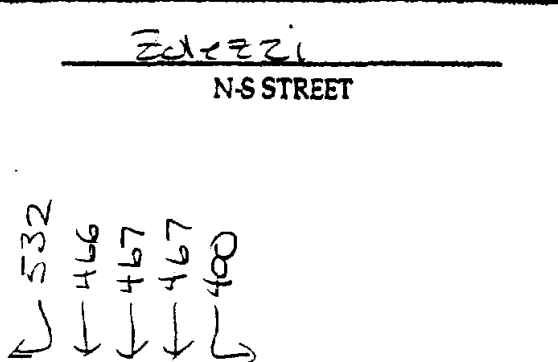
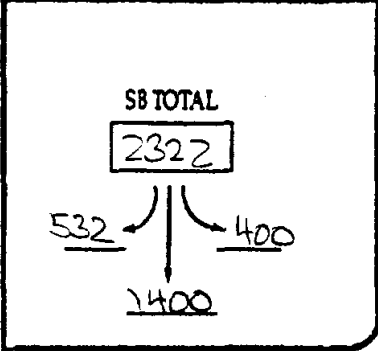
NB LT	=	<u>150</u>	
SB TH	=	<u>467</u>	
SB LT	=	<u>617</u>	} OR
NB TH	=	<u>234</u>	
		<u>634</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

600 E-W CRITICAL + 634 N-S CRITICAL = 1234 STATUS? NEAR

PLANNING APPLICATION WORKSHEET

Intersection: So. Virginia / Zedezi Date: 8/93
 Analyst: Schaegui Engineers Time Period Analyzed: 2:15 PM Peak + Adj.
 Project No. _____ City/State: Reno, NV



EB LT	=	431	
WB TH	=	460	
		891	} OR
WB LT	=	150	
EB TH	=	227	
		377	

NB LT	=	150	
SB TH	=	467	
		617	} OR
SB LT	=	400	
NB TH	=	234	
		634	

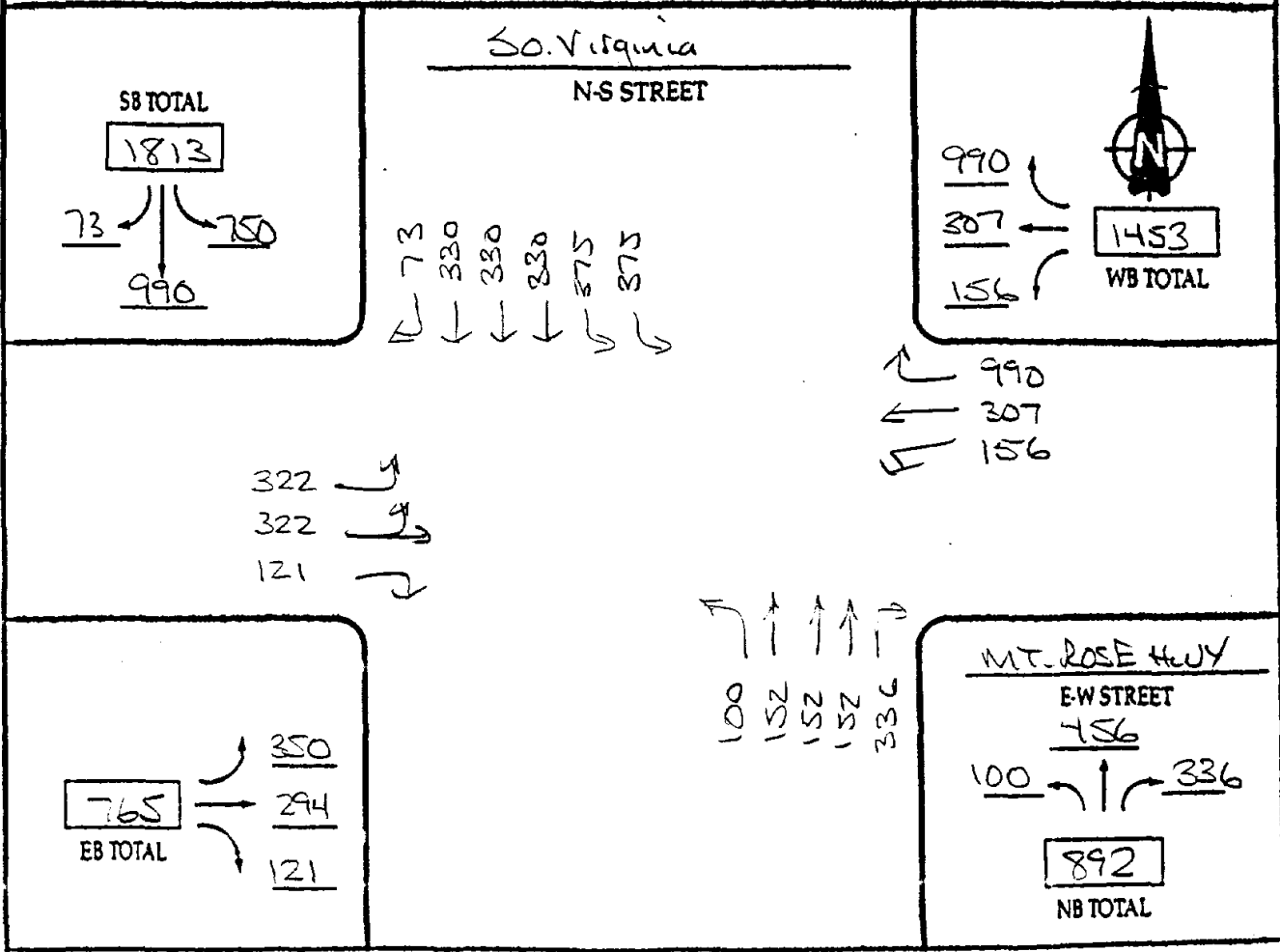
MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

891 + 634 = 1525 STATUS? OVER

E-W CRITICAL + N-S CRITICAL

PLANNING APPLICATION WORKSHEET

Intersection: So. Virginia/Mt. Rose Date: 8/93
 Analyst: Solaqui Enj. Time Period Analyzed: 2015 PM P.H. Background.
 Project No. _____ City/State: Reno, NV



EB LT	=	322
WB TH	=	307
WB LT	=	156
EB TH	=	322
		OR
		478

NB LT	=	100
SB TH	=	330
SB LT	=	375
NB TH	=	152
		OR
		527

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

629 + 527 = 1156 STATUS? Under

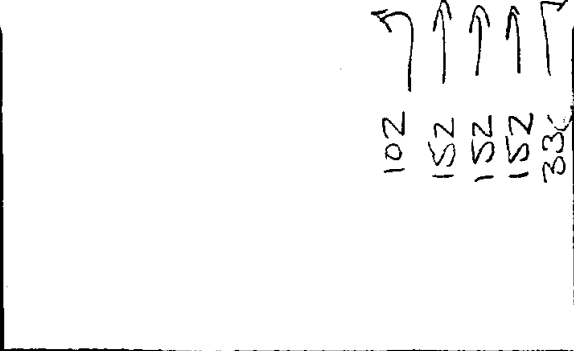
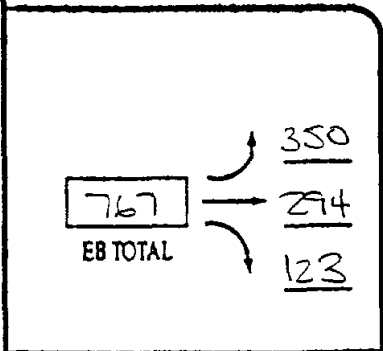
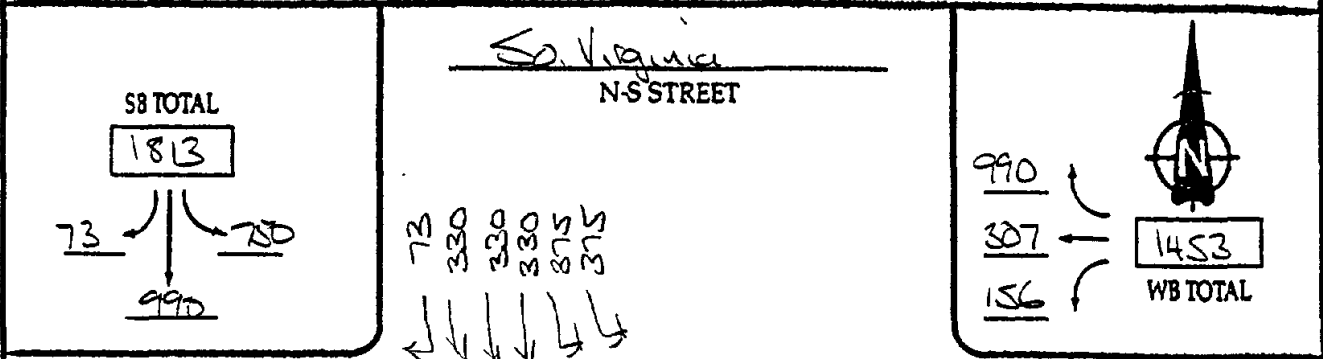
E-W CRITICAL + N-S CRITICAL

PLANNING APPLICATION WORKSHEET

Intersection: So. Virginia / Mt. Rose Date: 8/93

Analyst: Sokoyuki Eng. Time Period Analyzed: 2015 PM Peak + Adj. Pk

Project No. _____ City/State: Reno, NV



EB LT	=	<u>322</u>	
WB TH	=	<u>307</u>	
		<u>629</u>	} OR
WBLT	=	<u>156</u>	
EB TH	=	<u>322</u>	
		<u>478</u>	

NB LT	=	<u>102</u>	
SB TH	=	<u>330</u>	
		<u>432</u>	} OR
SB LT	=	<u>375</u>	
NB TH	=	<u>152</u>	
		<u>527</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

629 + 527 = 1156 STATUS? Under

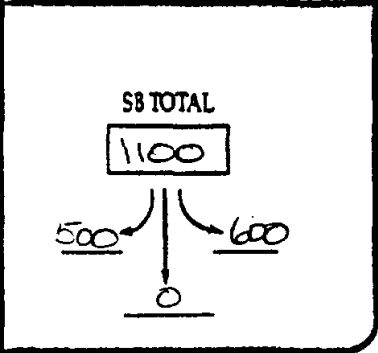
E-W CRITICAL N-S CRITICAL

PLANNING APPLICATION WORKSHEET

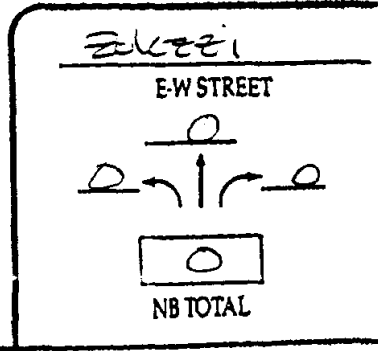
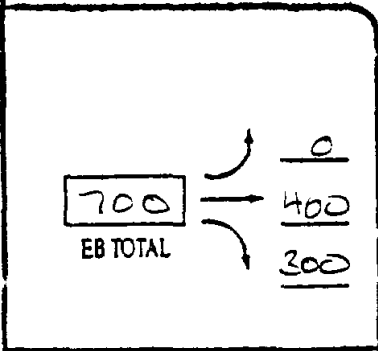
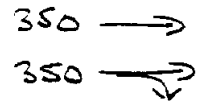
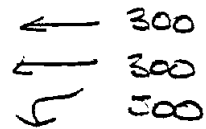
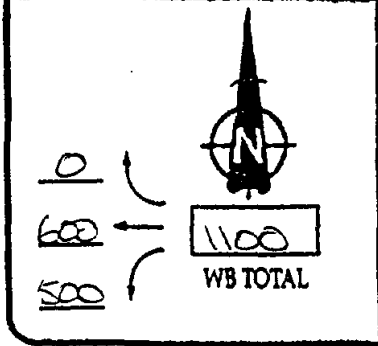
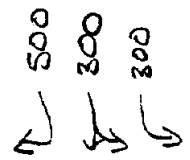
Intersection: Zolezzi / I-580 SB Ramps Date: 8/93

Analyst: _____ Time Period Analyzed: 2015 PM Background

Project No. _____ City/State: _____



I-580 SB OFF RAMP
N-S STREET



EB LT	=	0	} OR
WB TH	=	300	
WB LT	=	500	
EB TH	=	350	
		850	

NB LT	=	0	} OR
SB TH	=	0	
SB LT	=	300	
NB TH	=	0	
		300	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

850 + 300 = 1150 STATUS? Under

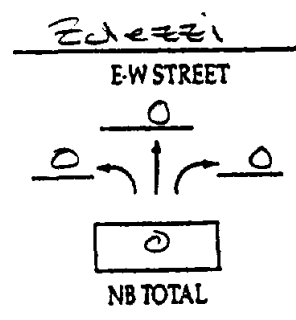
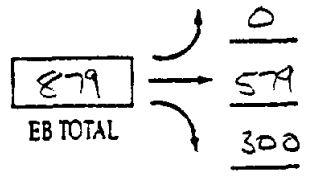
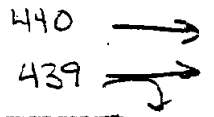
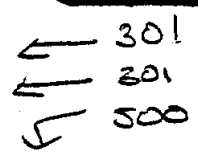
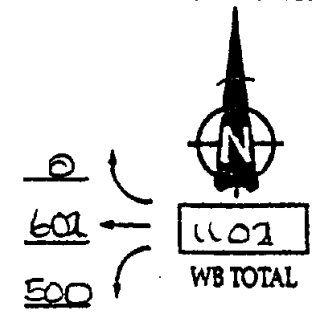
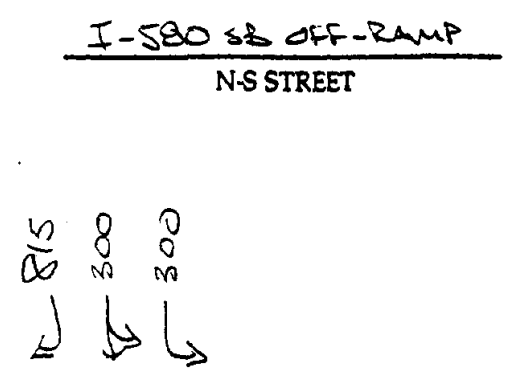
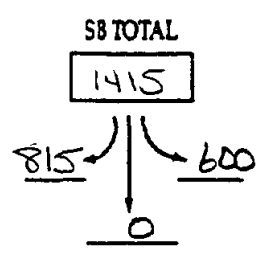
E-W CRITICAL + N-S CRITICAL

PLANNING APPLICATION WORKSHEET

Intersection: Zelezzi / I-580 SB Ramps Date: 8/93

Analyst: _____ Time Period Analyzed: 2015 PM Peak + Prtg

Project No. _____ City/State: Reno, NV



EB LT	=	0	
WB TH	=	301	
WB LT	=	301	} OR
	=	500	
EB TH	=	440	
	=	940	

NB LT	=	0	
SB TH	=	0	
SB LT	=	0	} OR
	=	300	
NB TH	=	0	
	=	300	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

940 + 300 = 1240 STATUS? NEAR

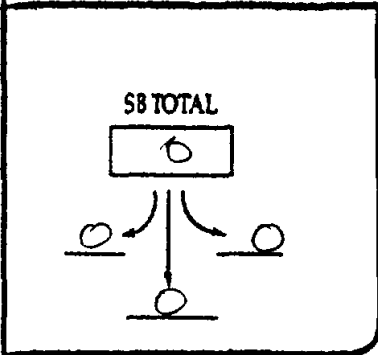
E-W CRITICAL N-S CRITICAL

PLANNING APPLICATION WORKSHEET

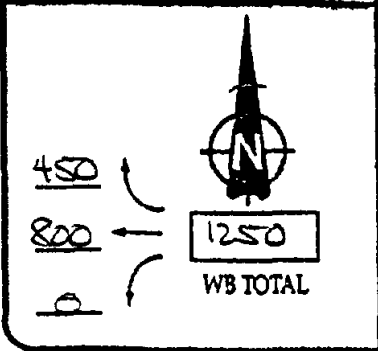
Intersection: Zdeeez / I-580 NB Ramps Date: 8/93

Analyst: _____ Time Period Analyzed: 2015 PM Background

Project No. _____ City/State: Reed, NV

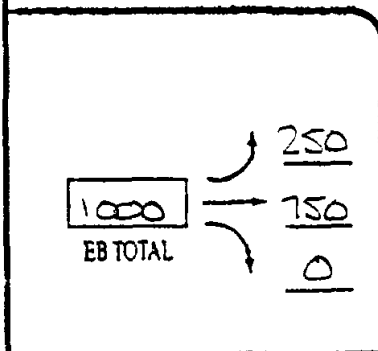


I-580 NB OFF RAMP
N-S STREET

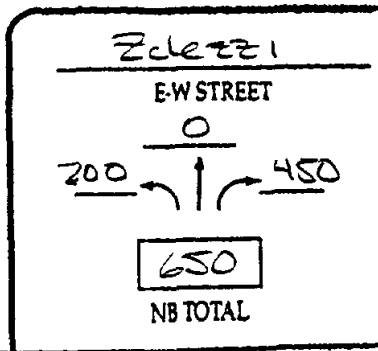


125 ↗
125 ↘
375 →
375 →

↖ 625
← 625



↖ 200
↘ 450



EB LT	=	<u>125</u>	
WB TH	=	<u>625</u>	
WB LT	=	<u>750</u>	} OR
EB TH	=	<u>375</u>	
		<u>375</u>	

NB LT	=	<u>200</u>	
SB TH	=	<u>0</u>	
SB LT	=	<u>200</u>	} OR
NB TH	=	<u>0</u>	
		<u>0</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

750 + 200 = 950 STATUS? Under

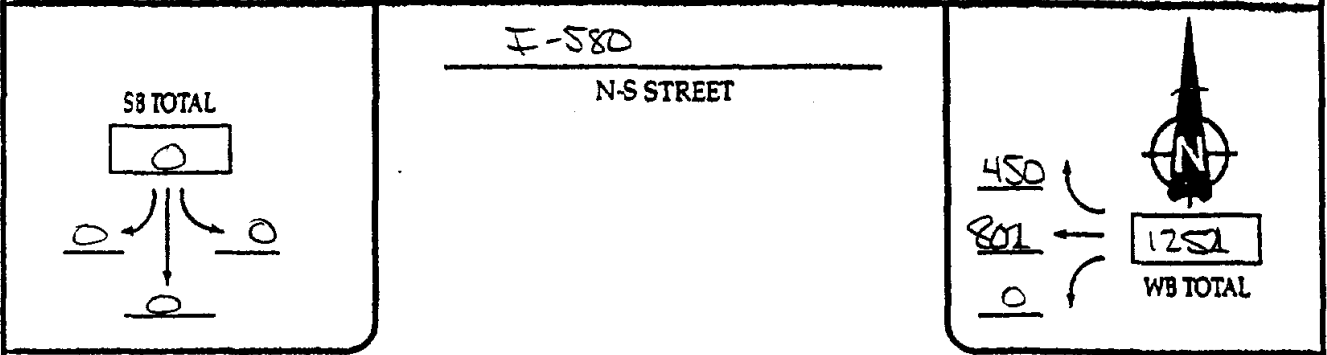
E-W CRITICAL N-S CRITICAL

PLANNING APPLICATION WORKSHEET

Intersection: Zukerzi / I-580 NB Ramps Date: 8/93

Analyst: _____ Time Period Analyzed: 2:15 PM Peak + Project

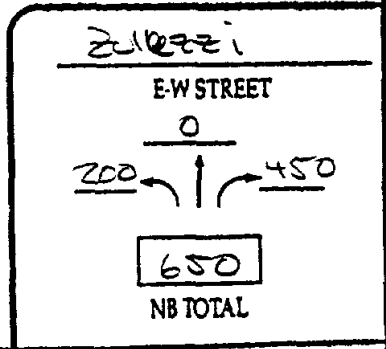
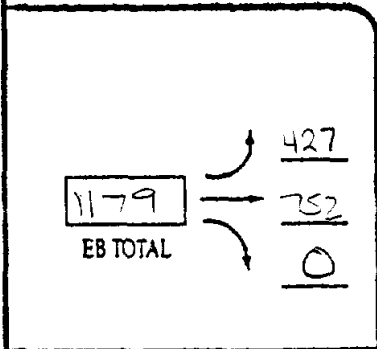
Project No. _____ City/State: _____



214 ↗
 213 ↗
 376 →
 376 →

↖ 626
 ← 626

↖ 200
 ↗ 450



EB LT	=	<u>214</u>	
WB TH	=	<u>626</u>	
		<u>840</u>	} OR
WB LT	=	<u>0</u>	
EB TH	=	<u>376</u>	
		<u>376</u>	

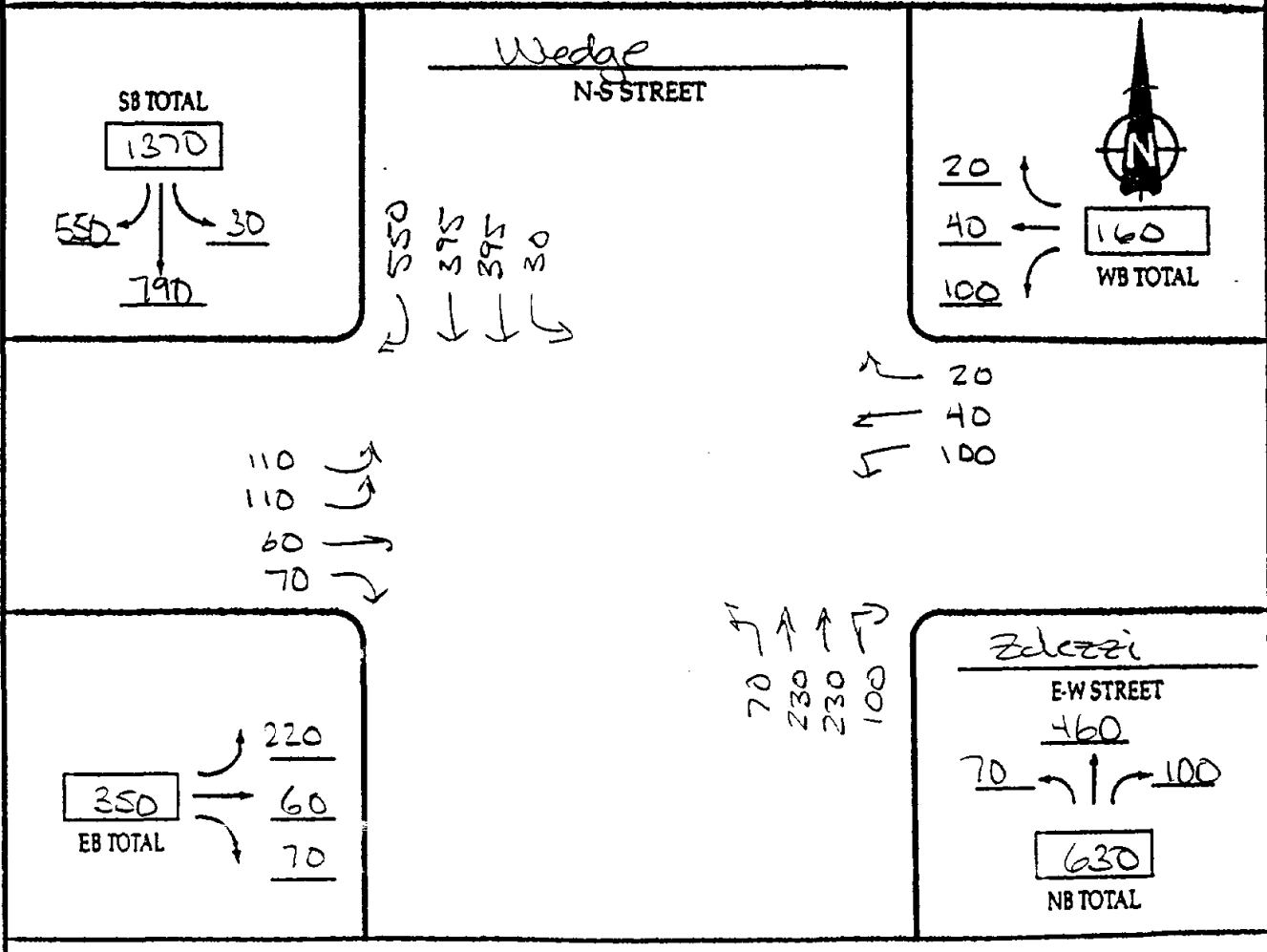
NB LT	=	<u>200</u>	
SB TH	=	<u>0</u>	
		<u>200</u>	} OR
SB LT	=	<u>0</u>	
NB TH	=	<u>0</u>	
		<u>0</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

840 E-W CRITICAL + 200 N-S CRITICAL = 1040 STATUS? Under

PLANNING APPLICATION WORKSHEET

Intersection: Zaleski/Wedge Date: 8/93
 Analyst: Solarqui Frg. Time Period Analyzed: 2:15 PM Background
 Project No. _____ City/State: Reno NV



EB LT	=	<u>110</u>	
WB TH	=	<u>40</u>	
WB LT	=	<u>100</u>	} OR
EB TH	=	<u>60</u>	
		<u>150</u>	
		<u>160</u>	

NB LT	=	<u>70</u>	
SB TH	=	<u>395</u>	
SB LT	=	<u>30</u>	} OR
NB TH	=	<u>230</u>	
		<u>465</u>	
		<u>260</u>	

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

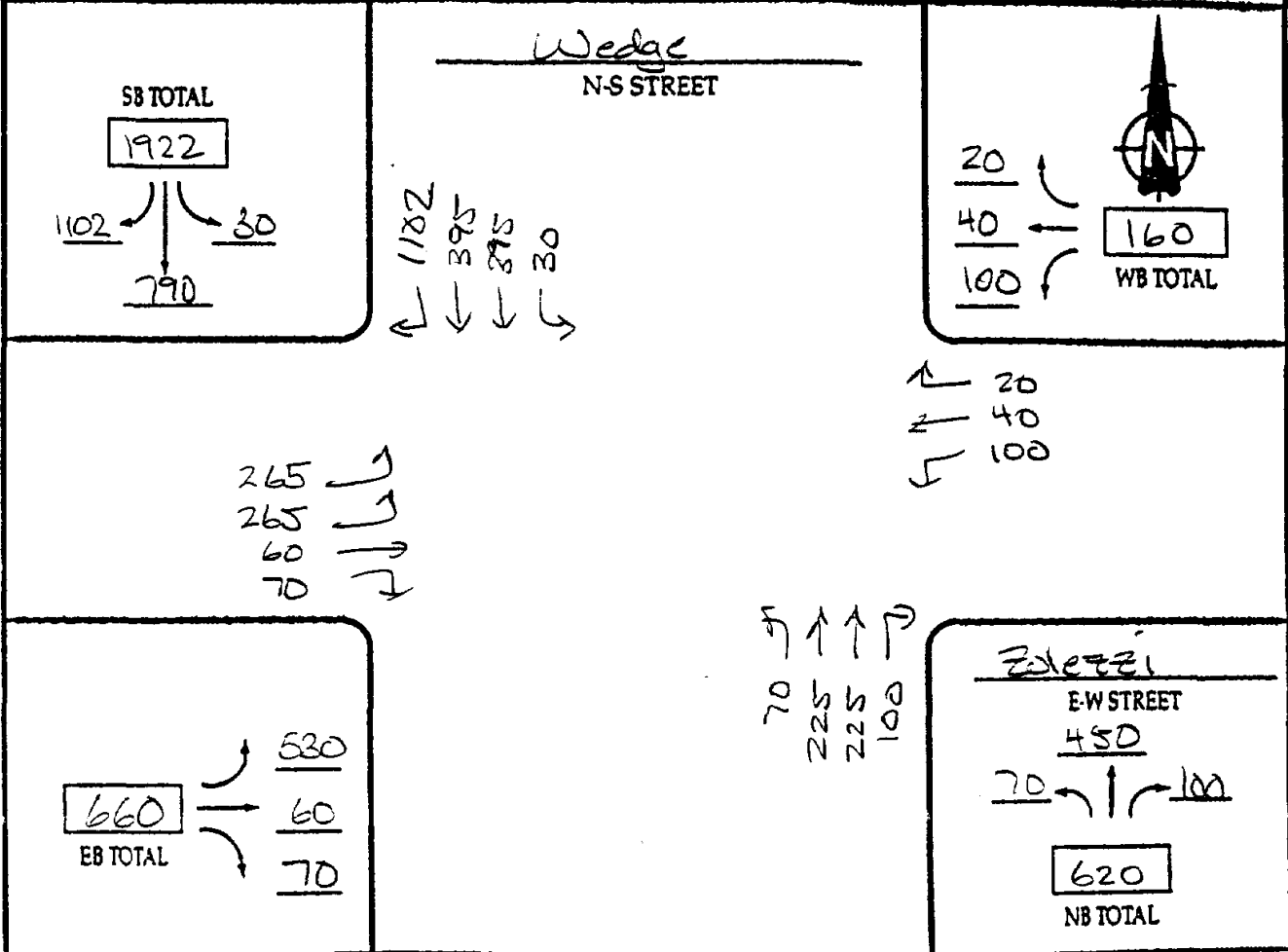
160 E-W CRITICAL + 465 N-S CRITICAL = 625 STATUS? Under

PLANNING APPLICATION WORKSHEET

Intersection: Zolezzi / Wedge Date: 8/93

Analyst: Solaequi Eng Time Period Analyzed: 2:15 PM Peak + Peak

Project No. _____ City/State: Fla NJ



EB LT	=	<u>265</u>
WB TH	=	<u>40</u>
WB LT	=	<u>100</u>
EB TH	=	<u>60</u>
		305

NB LT	=	<u>70</u>
SB TH	=	<u>395</u>
SB LT	=	<u>30</u>
NB TH	=	<u>225</u>
		465

MAXIMUM SUM OF CRITICAL VOLUMES	CAPACITY LEVEL
0 TO 1,200	UNDER
1,201 to 1,400	NEAR
> 1,400	OVER

305 + 465 = 770 STATUS: Under

E-W CRITICAL + N-S CRITICAL

WHEN RECORDED, RETURN TO:

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

Southwest Pointe Associates, L.L.C.
c/o Robert M. Sader, Esq.
462 Court Street
Reno, Nevada 89501

2145699

ARROWCREEK

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

EXHIBIT
f ,.A'.
f

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Subdivision Property Description	"A"
Golf Course Property Description	"B"
Commercial Center Property Description	"C"
Development Agreement Site Plan	"D"
Preliminary Report Of Title	"E"
Phase I Site Plan	"F"

ARROWCREEK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this 15th day of October, 1997 by SOUTHWEST POINTE ASSOCIATES, LL.C., a Delaware limited liability company ("Southwest Pointe"); and BETTY ALYCE JONES, HELEN JEANE JONES, KENNETH G. WALKER, AND GERALD C. SMITH, Trustees of The Nell J. Redfield Trust ("Redfield Trust"), hereinafter referred to collectively as "Declarant".

WITNESSETH:

Whereas, Declarant holds title to certain real property in the County of Washoe ("County"), State of Nevada, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("the Subdivision").

Now therefore, Declarant hereby declares that all of the real property in the Subdivision, together with any and all improvements thereon and appurtenances thereunto, shall be held, sold, and conveyed subject to the following covenants, conditions, and restrictions. These covenants, conditions and restrictions ("Declaration") are for the purpose of protecting the value and desirability of the real property in the Subdivision. This Declaration shall inure to the benefit and bind all parties having any right, title or interest in the real property or any part thereof, their heirs, executors, administrators, successors and assigns.

Portions of this Declaration, specifically Articles I to III and VII to XIII, apply to and bind the Nonresidential Areas (as hereinafter defined), as specified in Article VII hereof. The Nonresidential Areas are currently owned by Declarant and are more particularly described on Exhibits "B" (Golf Course) and "C" (Commercial Center), attached hereto and incorporated herein. The boundary lines between the Nonresidential Areas and the Subdivision may be adjusted in the future on one or more occasions by mutual consent of Declarant and the affected owner of a Nonresidential Area. No such adjustment shall affect the rights and obligations of any party hereto or any lot owner, and the "Subdivision" and the "Nonresidential Areas" shall mean the real property so defined herein, as adjusted by such boundary line adjustments.

The provisions of this Declaration are intended to create mutual equitable servitudes upon each of the lots and parcels in the Subdivision and the Nonresidential Areas (as applicable) in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create a privity of contract and estate between the grantees of such lots and parcels, their heirs, successors and assigns; and shall, as to the owner of each lot or parcel, its heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other lots and parcels in the Subdivision and Nonresidential Areas and their respective owners, present and future.

Southwest Pointe agrees to indemnify, defend and hold the Redfield Trust harmless from all liability for acts and omissions of Declarant hereunder assigned, assumed and performed by Southwest Pointe. Southwest Pointe and the Redfield Trust agree that at any time upon unilateral written notice by the Redfield Trust, the assignment of rights and assumption of obligations pursuant to this subsection 2 (h) of Article I shall terminate, effective upon recordation of said notice in the office of the Recorder of Washoe County, Nevada. No right to withdraw real estate is assigned or assumed, in any event, under this subsection 2 (h) of Article 1 and Southwest Pointe and the Redfield Trust shall each have said right of withdrawal as to all or any portion of the real estate owned in fee simple by them.

ARTICLE I GENERAL PROVISIONS/COMPLIANCE WITH NRS CHAPTER 116

Section 1. Applicability. This Declaration is made in compliance with the Uniform Common-Interest Ownership Act, Chapter 116 of the Nevada Revised Statutes (the "Act").

Section 2. Definitions and Other Basic Provisions. The following terms as used in this Declaration are defined as follows:

- a. "Assessment Threshold" means the date on which the obligation of each Owner for assessments, as provided in Article III of this Declaration, commences. The Assessment Threshold for the Nonresidential Areas shall be as provided in subsection 2 (ee) of this Section, and the Assessment Threshold for each lot shall be the earlier of the following:
 1. for all lots created by a particular final map within the Subdivision, the date the first lot acquired by a bona fide third party is deeded to that third party by the final map developer; or
 2. for each lot not created by a final map (if any), the date of issuance of a building permit for the single family dwelling.
- b. "Association" means ArrowCreek Homeowners Association, the property owners' association which is a Nevada nonprofit corporation.
- c. "Board" means the Board of Directors of the Association.
- d. "Builder" means any person who purchases one or more lots, but less than five contiguous lots in one transaction, for the purpose of construction of a dwelling and other improvements for later sale to homebuyers on parcels of land within the Subdivision." Tract Builder means any person who purchases five or more contiguous lots in one transaction in order to construct dwellings thereon as a Subdivision tract.
- e. "Bylaws" means the Bylaws of the Association and "Articles" means the Articles of Incorporation of the Association.

- f. "Committee" means the ArrowCreek Design Review Committee.
- g. "Common Area" or "common elements" means all of the real property designated as such in this Declaration or pursuant to final maps recorded within the Subdivision; and all real property interests (e.g fee title or easements) acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be located or constructed thereon and owned by the Association, including, but not limited to the following types of improvements in the Common Area: Swim and tennis facility, fencing, recreational and community facilities, recreational vehicle parking area, lakes, parks, paths, sidewalks, trails, open space, fences, gates, gatehouses, signs, entry ways, drainage ways and drainage facilities, private streets and curbs, private security, lighting, snow removal and storage areas, landscaping, fire and fuelbreaks, golf cart crossings, residential parking areas and surface water retention areas.

As also specified in Article XII, Section 10, an area of the Subdivision of approximately 1,500 acres (or as otherwise approved by Washoe County) is required to be dedicated to an entity approved by the County as public open space. Upon said dedication, which will probably be conveyed incrementally as residential development occurs, areas so dedicated shall not be (or shall cease to be) Common Area and this Declaration shall be terminated as to such areas. Said dedication may be subject to conservation easements or covenants against uses which are not compatible with open space imposed by Declarant.

- h. "Declarant", when used herein, means collectively the Southwest Pointe and the Redfield Trust, unless an individual Declarant is specified. All rights and obligations of Declarant hereunder or pursuant to law are hereby assigned and assumed (except the right to 'withdraw real estate) by Southwest Pointe, including all voting power in the Association, all financial obligations and all requirements of consent and approval.
 - i. "Declaration" means this Declaration and any future amendments hereto.
- J. "Equivalent Lots" shall define the allocated interests in the Association (voting power, assessment obligations and other rights and responsibilities) of the Nonresidential Areas Owners, as specified in subsection (ee) of this Section and Article VII, Section 2.

Equivalent Lots are created on the date the Assessment Threshold for each Non.residential Area is reached (as specified in subsection (ee) of this Section), and prior to that date Nonresidential Areas Owners have no membership in the Association, nor any allocated interests.

- k. "Golf Course" means a 36 hole golf course adjacent to the Subdivision. The Golf Course includes all facilities located or operated on Exhibit "B", including without limitation the golf holes, driving range, cart paths, lakes and streams, clubhouse, restrooms, maintenance facilities, cart or caddy facilities, child care facilities, restaurants, parking lots and other recreational or ancillary facilities.
- l. "Improvements" means all buildings, outbuildings, garages, streets, roads, trails, pathways, driveways, parking areas, fences, retaining and other walls, decks, exterior air conditioning, signs, landscaping, light standards, antennae/satellite dishes, walls, tennis courts, swimming pools and any other structures of any type or kind.
- m. "Lot" means any single family lot shown on Exhibit "D", a tentative map or final map, and intended for improvement with a single family residence. The number and configuration lots may change pursuant to the process of approval of tentative maps and final maps by Washoe County, or as otherwise specified herein.
- n. "Nonresidential Areas" when used herein shall mean collectively the Golf Course and the Commercial Center. "Nonresidential Area" shall mean either one of the two Nonresidential Areas.

Nonresidential Areas are not a part of the Subdivision, nor is any portion of the Nonresidential Areas also Common Area as defined herein. No right, title or interest whatsoever in the Nonresidential Areas is transferred to any Owner, or to any Lot, parcel or Common Area except through a separate and independent contract with the owner of each Nonresidential Area. The allocated interest and voting power of the Nonresidential Areas Owners shall be calculated and expressed as Equivalent Lots, as specified in Article VII, Section 2 and subsection (ee) of *this* Section. Owners of the Nonresidential Areas shall be referred to collectively as the "Nonresidential Areas Owners" and individually for each applicable Nonresidential Area as the "Course Owner" and "Commercial Center Owner", as the case may be.

- o. "Owner" means:
 - 1. Any person or legal entity, including Declarant, who holds fee simple title to any Lot within the Subdivision; or
 - 2. Any person or legal entity who has contracted to purchase fee title to a Lot pursuant to a written agreement recorded in the Washoe County, Nevada Recorder's Office, in which the seller under said agreement has transferred possession of the real estate subject to the purchase agreement to the purchaser under said agreement; or

3. Each Nonresidential Area as Owner, after that Nonresidential Area reaches its Assessment Threshold.

"Owner" does not include the Association. The term "Lot Owner" when used herein shall mean specifically the Owners of Lots, and not other Owners.

- p. "ArrowCreek" means the Southwest Pointe development project, as defined in that certain Final Development Agreement ("Final Development Agreement") dated July 23, 1996 (Washoe County Case No. DA.9-1-93), which in large part is the Subdivision and the Nonresidential Areas.
- q. "Single Family Dwelling" means a residential structure, which dwelling is constructed on a Lot designated in this Declaration as a single family residential Lot.
- r. "Subdivision" means the real property described in Exhibit "A", development of which is regulated by Washoe County under the Final Development Agreement and other development approvals (special use permits, tentative maps) of Washoe County for ArrowCreek (under Chapter 278 of the Nevada Revised Statutes, the Washoe County Development Code and other laws and regulations), and residential real estate added to this Declaration pursuant to a development right. References to tentative maps and final maps refer to such maps under DA.9-1-93, as amended, or said subsequent Washoe County approvals.

The following are other basic provisions:

- s. Except when not in conflict with a definition specified above in this Article, the terms used herein shall have the same meanings and definitions as are used in NRS Chapter 116.
- t. The name of the Subdivision shall be ArrowCreek Subdivision and the name of the association formed under Article II hereof to own and manage Common Area shall be ArrowCreek Homeowners Association ("Association"). The Subdivision is a planned community, as defined in NRS Chapter 116.
- u. The Subdivision is located entirely within Washoe County, Nevada.
- v. The real estate included in the Subdivision is described in Exhibit "A" and the Nonresidential Areas are described in Exhibits "B" and "C".
- w. The maximum number of units (Lots and Equivalent Lots) that Declarant has created by Final Development Agreement is 1090 Lots for single family dwellings complying with applicable Washoe County land use categories and the number of Equivalent Lots allocated to the Nonresidential Areas Owners

as specified in Article VIII Section 2; however, more Lots may be created by parcel map, amendment to the Final Development Agreement or tentative map, if Washoe County so approves, and additional units may be created as otherwise specified herein. Lots may also be reduced by Withdrawal of real estate or as otherwise specified herein.

- x. The depiction of the boundaries of each Lot created by the Declaration is described in the Site Plan (Exhibit "F" to the Final Development Agreement), as specified in Exhibit "D". Lot locations, Lot boundaries and the location and boundaries of Nonresidential Areas are subject to change.
- y. Real estate that is or must become common elements is described in the Final Development Agreement, excluding the equestrian center, which may not be built, and is nevertheless shown on Exhibit "D".
- z. Real estate may be allocated subsequently as limited common elements within areas of the Subdivision. Limited common elements may include gatehouses and entryways; recreation areas such as pools, tennis courts, community centers, playgrounds, clubhouses; and other uses defined herein for Common Area.
- aa. Declarant reserves all developmental rights and special declarant rights on real estate within the Subdivision, and on other real estate as provided below in this subsection, for a period of thirty (30) years from the date hereof, including without limitation, the rights:
 - 1. To create Lots or common elements, subdivide Lots or convert Lots into common elements, or withdraw real estate, within the Subdivision in all areas described on Exhibit "A" which are not subject to a recorded final map, and as otherwise specified herein, at any time within the term of this Declaration;
 - 2. To complete improvements indicated on plats and plans or in this Declaration on all areas described on Exhibit "A" at any time within the term of this Declaration;
 - 3. To exercise as a special declarant's right any development right reserved in subsections (aa) to (ee) of this subsection;
 - 4. To maintain sales offices, management offices, watchmen's quarters or security offices, construction offices, equipment and material storage areas, signs advertising the Subdivision or Nonresidential Areas, models, and to conduct other activities reasonably related to Subdivision development on all areas described on Exhibit "A" at any time within the term of this Declaration. The right of the Declarant to

decide the number, size, location and relocation thereof, shall be exercised in its sole discretion;

5. To use easements through the Subdivision, including common elements, for the purpose of making improvements within the Subdivision whether said easements exist now or are hereafter created, within the term of this Declaration.
 6. To make the Subdivision subject to a master association affecting all areas of Exhibit "A" at any time within the term of this Declaration;
 7. To merge or consolidate the Subdivision with another common-interest community on adjacent real property of the same form of Ownership at any time within the term of this Declaration; and
 8. To appoint or remove any officer of the Association or any member of its executive board during any period of Declarant's control (as hereinafter defined), affecting all areas described on Exhibit "A".
 9. To add real estate, and to exercise any developmental right or special declarant right (all of which are hereby reserved), consisting of any real property adjacent to the Subdivision.
 10. To not develop the following proposed amenities: the swim and tennis club; an equestrian center, and the Commercial Center, and instead to convert the areas of ArrowCreek designated for these uses to different uses of Declarant's choice, including but not limited to additional Lots.
- bb. As to any developmental right which may be exercised with regard to different parcels of real estate at different times:
1. Declarant makes no assurances regarding the boundaries of those parcels or the order in which those parcels may be subjected to the exercise of each development right; and
 2. Any developmental right exercised in any portion of the real estate subject to that developmental right does not require the exercise of that developmental right in any other portion of the remainder of the real estate.
- cc. There are no other conditions or limitations under which the rights described in subsection (aa) of this Section 2 may be exercised or will lapse.
- dd. Each of the 1090 Lots and Equivalent Lots described in Exhibit "B" shall have the following allocated interests:

1. A fraction or percentage of the common expenses of the Association equal to 1 divided by the total number of Lots and Equivalent Lots which have reached the Assessment Threshold. This allocation is established because during the phased construction of the Subdivision common expenses of the Association benefit fewer than all the Lots (i.e., the Lots which have dwellings capable of being occupied are benefited by the expenses) and the Nonresidential Areas which are open for business and should be assessed exclusively against the Lots and Equivalent Lots benefited; and
 2. One vote in the Association for each Lot, for a total of 1090 votes arising from Lots, plus one vote for each Equivalent Lot. The withdrawal of Lots by Declarant (election to create fewer than 1090 Lots) or other reduction of Lots does not affect the liability for common expenses of each remaining Lot and may increase the proportionate share of responsibility for common expenses of Lots and Equivalent Lots which have reached the Assessment Threshold; the withdrawal of real estate or reduction of Lots shall reduce the total number of votes in the Association by the number of Lots withdrawn or reduced, thereby changing the proportional voting power of each Lot accordingly.
- ee. The Nonresidential Areas shall have the allocated interests in common expenses and voting power provided in Section 2 of Article VII and their respective Assessment Thresholds shall be the date on which that Nonresidential Area is opened for business operation.
- ff. Restrictions on use and occupancy are stated in Articles IV, V and VI hereof.
- gg. The recording data where easements and licenses are recorded are contained in the records of the Washoe County Recorder, State of Nevada. Easements and other recorded matters are specified in Exhibit "E".

Section 3. Lot Boundary Relocations. Declarant may relocate boundaries:

- a. **For** Lots owned by Declarant or owned by another, with his consent, and subject to a recorded final map, by amendment to the final map, by parcel map or by boundary line adjustment pursuant to the procedures prescribed by Washoe County; or
- b. For Lots owned by Declarant and not delineated on a final map, by recordation of a final map delineating the Lots incorporating the boundary relocation.

- c. For Lots delineated on a final map, if two or more adjacent Lots are purchased by a person or developed by Declarant with the intent of constructing only one single family dwelling on the Lots, then upon notice of said intent to Association, said Lots shall be considered as one Lot for the purpose of allocated interests in voting and assessments under subsection (dd) of Section 2 of this Article.

Section 4. Lot Subdivision. A Lot not delineated on a final map may be subdivided into two or more Lots by Declarant at the time it is delineated on a final map, so long as each Lot in the Subdivision contains the minimum square footage required by tentative map and the total Lots in the Subdivision do not exceed 1090 (or additional Lots as allowed herein), without following the procedure prescribed in NRS 116.2113 and without any approval by the Association.

Section 5. Modification. The provisions of this Article I may not be modified, amended, terminated or abridged without the consent of Declarant.

ARTICLE II ARROWCREEK HOMEOWNERS ASSOCIATION

Section 1. Purpose. The purpose of the Association shall be to:

- a. Own and maintain all easements and deeded real property for Common Area within the Subdivision; including without limitation the funding, operation and maintenance of the following common elements: recreational and community facilities; lakes; parks; paths; sidewalks; trails; open space; fences; landscaping; gates; gatehouses; signs; entry ways; drainage ways and drainage facilities; private streets and curbs; private security, recreational vehicle storage, snow removal and storage areas, landscaping, fire and fuelbreaks, golf cart crossings, residential parking areas, lighting, and surface water detention areas.
- b. Provide for removal of ice and snow from roads and parking areas owned by the Association at any time when such a condition may restrain access within the Subdivision. The Association shall either contract for snow and ice removal or acquire equipment and hire personnel to effect the provisions of this subsection. In the event that snow removal operations require exporting of snow or ice from roads or parking areas, said material may be exported outside the perimeter of the Subdivision to a suitable location, said material may be deposited within the perimeter of the Subdivision on an appropriate easement, open area or Common Area in such a manner as to not unreasonably restrict access or create an unreasonable hazard to any road, parking area or common walk—way.
- c. Maintain controlled access at the entrance gate. Security personnel may be employed as deemed necessary by the Board.

d. Enforce and administer any provisions of this Declaration pertaining to Association's rights, obligations, powers and duties as required by Washoe County; including, at a minimum but without limitation, the funding of the maintenance, replacement and perpetuation of the following Subdivision amenities, if and when constructed:

- (1) Private roads within the Subdivision.
- (2) Swim and Tennis Club.
- (3) Staffing of maintenance and security forces, if any.
- (4) Common Area landscaping and lighting.
- (5) Entrance gates.
- (6) Snow removal and storage areas.
- (7) Common . area landscaping including along private streets, or landscaping along Whites Creek Lane.
- (8) Fire and fuelbreaks.
- (9) Detention *basins* and the accumulated sediment.
- (10) Equestrian/pedestrian trails.
- (11) Bicycle and pedestrian paths.
- (12) Golf cart crossings.
- (13) Off-site residential parking areas.

The Association shall have no other purpose than those specified herein, and shall expressly be prohibited from representing the Owners and residents of Lots within the Subdivision on issues of land use, planning, municipal annexation, master plan amendments, growth, area development or similar matters.

The Association shall purchase any and all equipment, materials and supplies necessary to undertake its duties imposed by this Declaration, its Articles and By-Laws. The Association may purchase any equipment, materials and supplies from the Declarant provided the purchase price shall be the fair market value thereof.

The Association may, but shall not be obligated, to maintain or support certain activities within the Subdivision designed to make the Subdivision safer than it otherwise might be. Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of security within the Subdivision, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system, security personnel or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken *will* in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Association and the Declarant, are not insurers or liable to persons living in or visiting the Subdivision for conduct resulting from acts of third parties.

Section 2. Formation and Management Under Article 3 of NRS Chapter 116.

The Association shall be a nonprofit Nevada corporation formed under Chapter 82 of the Nevada Revised Statutes. The Association is not authorized to have and shall not issue any capital

stock. Not later than the date of recordation of this Declaration, Declarant shall cause the Articles of Incorporation to be filed with the Nevada Secretary of State. The Association shall be charged with the duties and invested with the powers set forth in the Articles, Bylaws, and this Declaration.

Section 3. Association Powers and Membership. The Association shall have all powers enumerated in NRS 116.3102 which do not conflict or are not inconsistent with the Section 1 of this Article. All Lot Owners in the Subdivision, and all Nonresidential Areas Owners who have Equivalent Lots shall be members.

Section 4. Officers and Members of Board. The governing body of the Association shall be called the Executive Board, the Board of Directors or the Board (all of which names shall refer to the same entity). The Board may act in all instances on behalf of the Association, subject to the provisions of this Declaration, the Association Articles, the Bylaws and the applicable provisions of Nevada law.

Section 5. Declarant Control. Subject to the provisions of NRS 116.31032 and during the maximum time period stated in NRS 116.31032, Declarant shall control the Association. During this period, Declarant, or persons designated by it, may appoint or remove the officers and members of the Board.

Section 6. Budget. The Board shall adopt a proposed budget for each calendar year based on the projected common expenses of the Association, which shall include a reasonable reserve. Within 30 days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget to the Owners, and shall set a date for a meeting of the owners to consider ratification of the budget not less than 14 nor more than 30 days after mailing of the summary. Unless at that meeting 75% of all voting power of Owners rejects the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Board (NRS 116.3103(3)).

Section 7. Title to Common Area. Within sixty (60) days of recordation of a final map for each phase of the Subdivision, the developer of the final map shall deed to Association all its right, title and interest to the easements for the Common Area designated by the final map, if the final map does not itself create said easements. Within one (1) year of recordation of a final map for each phase of the Subdivision, the developer of the final map shall deed to Association all its right, title and interest in fee ownership of Common Area delineated within the final map to be owned in fee by the Association. All land not within a Lot in the Subdivision and not dedicated to a public entity or utility purveyor shall be Common Area. No portion of the Nonresidential Areas shall be Common Area.

Section 8. Meetings. A meeting of Owners with voting power in the Association must be held at least once each year, or as otherwise specified by law. Special meetings of the Association may be called by the president, a majority of the Board or by Owners having twenty (20%) percent, or any lower percentage specified in the Bylaws, of the voting power in the Association. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Lot or to any other mailing address designated in writing by Owners.

The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to this Declaration or Bylaws, any budgetary changes and any proposal to remove an officer or member of the Executive Board (NRS 116.3108).

Section 9. Quorum and Voting. Quorums and voting at meetings shall be as specified in NR5 116.3109 and 116.3110, and as provided in the Bylaws. Only Owners of Lots and Equivalent Lots have voting power. Lessees of Lots may not, except by written proxy as specified in NRS 116.3110, exercise voting power.

Section 10. Transfer of Voting Power. Voting power in the Association is vested in each person or entity who owns a Lot or Equivalent Lot, and shall be appurtenant to the Lot or Nonresidential Areas (as the case may be), and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except on a transfer of title to such real estate, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title or interest shall be operate automatically to transfer the appurtenant membership rights and obligations in the Association to the new Owner. Immediately after any transfer of title, either the transferring Owner or the acquiring Owner shall give notice to the Association of such transfer, including the name and address of the acquiring Owner and the date of transfer.

Section 11. Inspection of Association Books and Records. Any membership registers, financial and accounting records, and minutes of meetings of the Association, the Board, and committees of the Board, shall be made available for inspection and copying by any Owner, or his duly appointed representative, or any beneficiary of a deed of trust encumbering real estate in the Subdivision or Nonresidential Areas, at any reasonable time and for a purpose reasonably related to the affairs of the Association, at the office of the Association or at such other place as the Board prescribes. The Association may charge a reasonable fee for any copies made at an Owner's request.

Section 12. Ownership of Common Area. Owners and the Association shall make no attempt to divert or alter the platted configuration of any Common Area or change the equal voting power, as defined herein, of Owners, except as otherwise provided herein.

Section 13. Notices. All notices hereunder to the Association or its Board shall be sent by registered or certified mail to the Board at such places as the Board may designate from time to time by notice in writing to all members. All notices to any Owner shall be hand delivered or sent prepaid by mail to Lots improved by single family residences or to such other address as may be designated by an Owner from time to time, in writing, to the Board. All notices to other interested persons shall be mailed to such address as such person shall designate in writing to the Board. All notices shall be deemed to have been given when mailed or hand delivered except notices of change of address, which shall be deemed to have been given when received, unless as otherwise provided herein.

Section 14. Insurance. The insurance requirements and provisions of NRS 116.3113-116.31138 shall be complied with by the Association and shall be common expenses.

Section 15. Fines. The Association shall have the power to levy fines and other charges against Owners, as a monetary penalty and to reimburse the Association for the costs of enforcement

of any provisions of this Declaration, for the violation of any provisions of Articles IV, V and VI including the violation of any rules or regulations promulgated by the Board or the Committee, and violations of Design Guidelines.

Section 16. Rule and Regulations. The Board may promulgate rules and regulations which elaborate on or add to the provisions of Article IV without first obtaining membership approval or consent.

Section 17. Other CC & R's and Associations. Nothing contained herein shall prohibit or impair the recordation of additional or supplemental covenants, conditions and restrictions (and the establishing of one or more homeowners associations related thereto) which apply to only a portion of the Subdivision, in order to establish rights and obligations regarding limited common elements allowed pursuant to Subsection 2(z) of Article I; provided all Owners subject thereto consent, and provided further that any conflict between the provisions of additional or supplemental covenants, conditions and restrictions and this Declaration shall be governed by the provisions hereof.

ARTICLE III ASSESSMENTS

Section 1. Agreement to Pay. Declarant, for each Lot owned by it in the Subdivision and each Equivalent Lot in the Nonresidential Areas that is expressly made subject to assessment as set forth in this Declaration, and each Owner, by his acceptance of a deed for each Lot owned, covenants and agrees to pay to the Association such regular and special assessments as are established, made, and collected as provided in this Declaration. An Owner shall not be assessed for common expenses unless the Assessment Threshold for his real estate is reached. A Lot Owner shall nevertheless have all voting rights and other rights incident thereto as provided in this Declaration, the Articles and the Bylaws. Transfer fees, fines and all other sums charged or levied by the Association to an Owner pursuant to the provisions of this Declaration shall be deemed assessments for purposes of this Article.

Section 2. Personal Obligations. Each assessment, together with any late charge, interest, collection costs, and reasonable attorneys' fees, shall be the personal obligation of the person or entity who was an Owner subject to the assessment at the time such assessment or installment became due and payable. If more than one person or entity was the Owner, the personal obligation to pay such assessment or installment respecting such real estate shall be both joint and several. Subject to the provisions of Article IX, Section 2, a purchaser of a Lot shall be jointly and severally liable with the seller for all unpaid assessments against the real estate without prejudice to the purchaser's right to recover from the seller the amount paid by the purchaser for such assessments. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosure or waiver of the lien securing the same. No Owner may avoid or diminish such personal obligation by abandonment of his real estate.

Section 3. Purpose and Amount of Assessments. The assessments levied by the Association shall be determined by the Board and shall be the amount estimated to be required, on an annual basis, and shall be used exclusively, to promote the Association purposes specified in Article II, Section 1 for the performance of the duties of the Association as set forth in this

Declaration, and for the repair, maintenance and upkeep of Association property. Funds held by the Association shall be held, to the extent possible, in interest-bearing accounts.

Section 4. Annual Assessments. Not less than sixty (60) days before the beginning of each calendar year of the Association, the Board shall meet for the purpose of preparing the proposed operating statement or budget for the forthcoming calendar year (the calendar year shall be the fiscal year unless the Board specifies otherwise), and establishing the annual assessment for the forthcoming calendar year, subject to the power of disapproval of the Lot Owners, as specified in Section 6 of Article II provided, however, the Board may not establish an annual assessment amount per Lot or Equivalent Lot for any calendar year which increases by more than fifteen (15) percent over the annual assessment per Lot or Equivalent Lot of the prior year (except the first such year if it should be less than twelve (12) months), without the approval by vote or written consent of Owners holding a majority of the voting rights.

Section 5. Special Assessments. If the Board of Directors determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, delinquencies in the payment of assessments, then the Board shall determine the approximate amount necessary to defray such expenses; and if the amount is approved by a majority vote of the Board, it shall become a special assessment; provided, however, the Board may not approve one or more special assessments in any calendar year which in the aggregate exceed fifteen (15) percent of the annual assessment per Lot for that calendar year, without the approval by vote or written consent of Owners holding a majority of the voting rights. The Board may, in its discretion, prorate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each Lot Owner. Additionally, the Association shall have the power to incur expenses for maintenance and repair of the improvements on any Lot and for other costs of remedying violations of provisions of this Declaration, when an Owner is in violation of provisions of this Declaration, provided the Lot Owner has failed or refused to cure the violation within thirty (30) days after written notice of the necessity of such cure has been delivered by the Board to such Lot Owner or to commence to cure the violation within such thirty (30) day period, and diligently pursue the same to completion within a reasonable time thereafter, if more than thirty (30) days is reasonably required to cure. The Board shall levy a special assessment against an Owner to pay for all costs the Association incurs to enforce provisions of the Declaration caused by the conduct of an Owner in violation hereof.

Section 6. Uniform Rate of Assessment. Except for assessments related to limited common elements, or as otherwise specifically provided in this Declaration by law, annual and special assessments of the Association must be fixed at a uniform rate for all real estate subject to assessments.

Section 7. Assessment Period. The annual assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year; and annual assessments shall be payable in advance monthly unless the Board adopts some other basis for collection. However, the initial annual assessment for each Lot shall be prorated for the calendar year in which the assessment becomes due and, if possible, shall be paid in escrow on the purchase of the Lot.

- (c) all Lots and Nonresidential Areas not subject to assessments pursuant to Subsection 2.(a) of Article I.

Section 13. Suspension of Owner's Rights. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership, including voting rights, to any Owner or to any person claiming under said Owner unless or until all assessments due on an Owner's real estate have been brought current, provided the Association complies with the provisions of Section 2 of Article XIII.

Section 14. Fiscal Year. The Board may adopt a fiscal year other than the calendar year.

Section 15. Transfer Fees. Each time a Lot subject to a final map in the Subdivision transfers ownership, a transfer fee shall be charged to the transferee by the Association. The initial transfer fee for each Lot shall be \$100.00, but the Board may set a different fee of uniform application to all Lots. Those transfers exempted from transfer tax under Nevada Revised Statutes 375.090 shall also be exempt from the Association transfer fee; and bulk transfers of five (5) or more lots at one time to a single entity shall also be exempt from the transfer fee.

ARTICLE IV PROPERTY USAGE

As more particularly specified in Article X, Section 2, Declarant is exempted from the provisions of this Article IV. Otherwise, all uses within the Subdivision shall comply with the conditions and restrictions of this Article IV.

Section 1. Single Family Only. Except as provided in Section 2 of this **Article** only single-family dwelling units used solely for residential purposes, including private garages used in connection with said residences, together with guest or servants' quarters and other outbuildings, only as expressly provided hereinafter, shall be permitted. For purposes of this restriction, a single family shall be defined as any number of persons related by blood, adoption, or marriage living with not more than two persons who are not so related as a single household unit, or no more than three persons who are not so related living together as a single household unit, and the household employees of either such household unit.

Section 2. Business or Commercial Uses. All business, trade, commercial garage sale, moving sale, rummage sale, or similar activity is prohibited, except that a Lot Owner or lessee may conduct business activities on a Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the outside the Lot; (b) the business activity conforms to all zoning requirements and other applicable laws for the Subdivision; (c) the business activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other business invitees, or door-to-door or telephone solicitation of residents of the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision, as may be determined in the sole discretion of the Board.

Section 3. No Group Homes. No residence in the Subdivision may be used for a public boarding house, home for a group of unrelated persons operated or financed by a public or private institution, sanitarium, hospital, asylum, or institution of any kindred nature, or any use not permitted by local law.

Section 4. Corner Lot View Obstruction. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 8 feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a round property comer from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 5. No Interference with Drainage. Each Lot Owner agrees that he will accept the burden o(and not in any way interfere with, the established drainage pattern over his Lot from adjoining or other Lots in the Subdivision, or, in the event it is necessary to change the established drainage, that he will make adequate provisions for proper drainage over his Lot. No structure or other material shall be placed or permitted to remain which may damage, interfere with, obstruct, or retard the flow of water through drainage channels, or which may change the direction of flow of such channels. For the purposes hereof, "established" drainage is defined as the drainage which occurred at the time the overall grading of a Lot, including, if applicable, the landscaping of each Lot.

Section 6. Slope Stabilization. Each Lot Owner agrees that in the event any slopes located on his Lot have been planted to comply with local government or Committee requirements for stabilization of said slope or slopes, the Owner shall adequately water and continuously maintain said slope or slopes.

Section 7. Maintenance of Fences and Walls. Each Lot Owner upon which all or a portion of a wall or fence may be located, agrees at all times to maintain, paint or repair said wall or fence, unless the Association has assumed responsibility for maintenance as provided in Subsection 1(b) of Article VIII.

Section 8. New Structures Only. No existing, used, constructed, or partially constructed structure of any type or nature shall be moved from another place to the Subdivision for any purpose whatsoever.

Section 9. Square Footage Minimums. Except on Lots of a Tract Builder, no principal residential dwelling shall be constructed or maintained upon any parcel or Lot which shall have a total floor area of less than 2,400 square feet, exclusive of porches, patios, attached and detached garages, outbuildings, breezeways or walks. Detached servants' quarters and guest quarters, as defined below, shall have a ground floor area of not more than 1,500 square feet, and such servants' quarters and guest quarters cannot be occupied until the principal residential dwelling is completed and occupied.

Section 10. Restriction on Number of Dwellings. No building, structure or improvements shall be constructed, erected, altered, placed or permitted to remain on any Lot other than one (1) dwelling designed for principal residential occupation for not more than one (1) family, together with such related outbuildings and facilities pertinent to said single family residential use. The words "related outbuildings and facilities" shall include one additional dwelling for servants' quarters and one additional dwelling for guest quarters, subject to approval of the Committee.

Section 11. No Water Pollution. No use on any of the property described herein shall be allowed which in any manner or for any purpose would result in the drainage or dumping of any refuse, sewage or other material which might tend to pollute surface or subterranean waters.

Section 12. No Garbage/Trash Receptacles. No garbage, refuse, rubbish or obnoxious or offensive material shall be permitted to accumulate, be dumped or buried on any Lots, and Lot Owners shall cause garbage and other like material to be disposed of by and in accordance with accepted sanitary practice. Trash receptacles shall be kept hidden from public view at all times, except when placed out for collection. Trash for collection may be placed on the street right of way line for a period not to exceed twelve (12) hours prior and subsequent to the collection service pick-up time. The Association may designate an area at the intersection of a street with a common driveway (i.e., a driveway which serves more than one (1) Lot), which area may be within the street right-of-way or on a Lot, for the placement of trash receptacles for collection.

Section 13. Repair of Damaged Structures. No building or garage damaged by fire or otherwise damaged so that it becomes unsightly shall be permitted to remain on any Lot. Such structures shall either be promptly rebuilt, refinished, or torn down and removed, and in no case shall the unsightly damage remain longer than three (3) months. Any tear down or removal must have Committee approval.

Section 14. Nuisances. No use of any Lot or structure subject to this Declaration shall annoy or adversely affect the use, value, occupation, and enjoyment of any adjoining Lot or of residences in the Subdivision in general. No noxious, offensive or disturbing activity of any kind shall be permitted.

Section 15. Excavation Restrictions. No excavating or drilling for minerals, stone, gravel, oil or other hydrocarbons, or earth shall be made upon any Lot other than excavation for necessary construction purposes relating to dwelling units, retaining and perimeter walls, landscaping outbuildings and pools, contouring, shaping, fencing or generally improving any Lot.

Section 16. Paints and Finishes. The exterior portions of all houses, buildings, and structures erected or constructed on a Lot shall be painted with a finish coat of varnish, stain or paint approved by the Committee within thirty (30) days after completion or before occupancy. At no time will the exterior of any houses, building structures and fences be allowed to approach a state of aesthetic deterioration such that they become a visual nuisance. Repainting or restaining interior or exterior surfaces with the same color paint or stain shall not require approval of the Committee.

Section 17. Storage Restrictions. The storage of tools, household effects, inoperable vehicles, machinery and machinery parts, empty or filled containers of trash or other materials, boxes

or bags, trash, materials, or other items that shall in appearance detract from the aesthetic values of the property shall be so placed and stored to be concealed from public view.

Section 18. Prohibition on Clothes Lines. No exterior clothes line shall be installed on any Lot, or any portion of the Lot, unless completely concealed from view.

Section 19. Sign and Flag Restrictions. No sign, flag or billboard of any kind shall be displayed to the public view on any portion of any Lot, except a sign and sign location approved by the Committee, and provided further that one U.S. and one state flag no larger than 3' by 5' each may be displayed on each Lot on holidays without approval of the Committee. No freestanding flagpoles shall be allowed on any Lot.

All residences shall have a designated Lot number that is easily viewable from the road of such design that is consistent with the community and approved by the Committee.

Signs not meeting the standards of size, color and other specifications set forth by the Committee, or signs and flags not approved by the Committee may be removed by the Association from the premises where displayed. Removed signs will be held for fourteen (14) days in the administrative office of the Association to be claimed by the Lot Owner, after which time period they may be destroyed.

Section 20. Garage Requirements. Every single family dwelling unit constructed shall have on the same Lot enough enclosed automobile storage space for at least two (2) automobiles. Carports are prohibited. Garage doors shall be closed at all times except when entering or exiting the garage or cleaning the garage.

Section 21. Separation of Ownerships. No Lot may be subject to a deed, conveyance, agreement or other document which would effect or cause a separation into different ownerships of surface and subsurface rights, or any portion thereof. Nothing herein shall prevent the dedication or conveyance of all or a portion of any Lot for use by the public utilities or as a street, in which event the remaining portion of said Lot shall for the purpose of this provision be treated as a whole Lot.

Section 22. No Occupancy without C of O. No building, any part of which is designed for dwelling purposes, shall be in any manner occupied while in the course of original construction or until it is completed and the building has received a certificate of occupancy from the applicable government agency.

Section 23. No Violation of Law. Nothing shall be permitted to occur on a Lot which violates any law, ordinance, statute, rule or regulation of any local, county, state or federal entity.

Section 24. Fire Control Maintenance. Each Lot Owner shall be responsible for the maintenance of any fire fuel modification areas and firebreak areas located on the Lot, such as removal of certain trees, dead limbs and other dead vegetation. All barbeque appliances must be lidded. Minimum defensible space requirements of Washoe County and, if applicable, of the Nevada State Department of Forestry, shall be maintained.

Section 25. **Weeds.** No weeds, uncultivated, diseased or infected vegetation of any kind or character shall be placed or permitted to grow upon any Lot or portion thereof.

Section 26. **Subdividing and Land Use.** Except as otherwise provided herein, regardless of any action of any governmental agency, no Lot may be divided, subdivided or resubdivided to a size less than the size of the Lot created by a final map except by Declarant. The zoning and use of any of the Lots in the Subdivision may not be changed and amended to multiple residential use or commercial use.

Section 27. **Paved Surface Requirements.** All driveways, walkways, parking areas and other areas of similar nature shall be paved with a suitable "all-weather" material approved by the Committee such as asphalt, concrete, paving stones, bomanite, brick or other materials approved by the Committee, within thirty (30) days of the completion of construction of the principal residence. Gravel or loose rock is prohibited.

Section 28. **Parking and Storage of Vehicles.** Storage of trailers, campers, boats, recreational vehicles, machinery and motor vehicles, whether they are operative, under repair, junk, inoperative, or unlicensed, or other similar type objects, shall only be permitted on Lots if kept in a fully enclosed garage or if completely screened from view, except that this provision does not preclude operable, licensed passenger vehicles or trucks of up to one (1) ton in capacity which are routinely in use from being parked in private driveways. The intent of this Section is to allow only for the loading and unloading of trailers, campers, boats and recreational vehicles in public view on a Lot and out of a garage. Parking of any vehicle on a street is not allowed, except for collector streets with a minimum right-of-way width of 120 feet, where parking is only allowed during special events.

Section 29. **Water Usage/Landscaping Restrictions.** In order to conserve water usage on Subdivision Lots, the following restrictions shall apply to all Lots:

- a. Automatic sprinkler and irrigation systems shall be required for all Lot landscaping;
- b. The total square footage of turf area on any Lot shall not exceed 20% of the total square footage of the Lot minus the area of the building structures (e.g., main dwelling, garages, porches, gazebos, decks) and the driveway; but, in no event shall the turf area exceed 3,500 square feet. For example, if the Lot is 15,000 square feet in gross area and the combined building areas and driveway cover 5,000 square feet, then only 20% of the remaining 10,000 square feet (*i.e.*, 2,000 square feet) is allowed to be turf; and
- c. Lots with gross areas of 20,000 square feet or more shall maintain in native vegetation a percentage of the total square footage of Lot minus the area of building structures (*i.e.*, main dwelling, garages, porches, gazebos, decks) and the driveway, as follows:

Section 32. Dead Vegetation and Dead Limbs. Except as provided in Section 24 of this Article, within six (6) months of completion of the main single family dwelling, each Lot Owner shall remove all dead trees, dead limbs and any dead vegetation that remain on a Lot, unless the Committee decides some or all of the removal is not necessary.

Section 33. Disposal of Sanitary Waste. All permanent plumbing fixtures, including dishwashers, toilets or garbage disposal systems shall be connected to the sanitary sewer system in the Subdivision.

Section 34. Fences and Obstructions. The following general fencing guidelines shall apply. All front yard property lines from single family dwellings to the street shall be kept free and open, except courtyards may be allowed at the discretion of the Committee. Any fencing allowed shall consist of materials determined by the Committee and at locations approved by the Committee. The Declarant may construct a Subdivision boundary fence or Lot boundary fence around all or any part of the Subdivision or the Golf Course. This perimeter fence shall not be removed, replaced or changed in any way by Lot Owners. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee.

No fence, wall, hedge, tree, plant, shrub, lawn, or foliage shall be planted, kept or maintained by the Lot Owner in such a manner *as* to create a potential hazard or any aesthetically unsatisfactory appearance on the Lot, *as* determined by the Committee. No fence, structural improvement, wall, hedge, tree, shrub, planting or other obstruction to vision shall be more than two (2) feet higher than curb level within twenty-five (25) feet of the intersection of any two (2) streets on any corner Lot.

Section 35. Animal/Equestrian Traffic. No *animals* (excluding fish) or fowl, including without limitation, horses (except as specified below in this section), cows, sheep, goats, pigs, chickens, and exotic pets, except for no more than four (4) usual household pets of a species (e.g., dogs, cats, small birds, hamsters, turtles, frogs, lizards, gerbils, nonpoisonous snakes) shall be allowed or maintained on any Lot. The permitted pets shall be kept, bred, or raised solely as household pets for private use and not for commercial purposes. No animal or fowl shall be allowed to make an unreasonably loud noises or shall otherwise be allowed to be a nuisance. No animal shall be permitted out of a structure on a Lot unless in a fenced enclosure, nor permitted off a Lot unless such animal is under the control of a person by means of a leash or other reasonable physical restraint. No pets shall be kept upon a Lot until such time *as* a certificate of occupancy has been issued for the dwelling on the Lot and adequate provisions approved by the Committee have been made for confining such pets to the Lot. No dog houses or dog runs are allowed on any Lot, unless such dog houses or dog runs are screened from view by landscaping or fencing and approved by the Committee. Upon request of a Lot Owner, the Committee, in its sole discretion, shall determine for the purposes of this Section whether a particular animal or fowl shall be considered as a permitted pet, whether it is a nuisance, or whether the number of animals or fowl on any Lot is reasonable.

Horses may be allowed on certain Lots within the Subdivision, but only if so designated by the Committee. Any said Lots so designated for horses must be at least one (1) acre in size. All plans for improvements for the keeping of horses (e.g., barns, paddocks, arenas, stalls, corrals) must be approved by the Committee. Equestrian traffic shall be allowed on public trails. Subject to rules and

restrictions by the Associations, equestrian traffic may be also allowed on private trails and open space.

Section 36. Antennae/Exterior Or Roof-Mounted Equipment. Television antennae and satellite dishes over 18 inches in diameter, and antennae for shortwave or ham radio installations, will not be installed or permitted on any Lot unless totally screened from public view from all neighboring Lots, Common Areas or the Golf Course. No air conditioning units, ducting or other equipment (except antennae and satellite dishes as allowed under this Section) shall be mounted on any roof, or on the front exterior wall or windows of a dwelling. Any such equipment mounted on side or rear exterior walls or windows must be screened from view and approved by the Committee.

Section 37. Pool, Sport and Play Equipment. No above-grade swimming or wading pools, trampolines, other sports apparatus, swingsets, or children's play equipment may be placed, *installed*, erected, or attached to any structure in the Subdivision unless such apparatus is approved by the Committee. In addition, bicycles, toys and childrens' play equipment, motorcycles, ATV's, snowmobiles, and similar vehicles must be garaged or parked in an enclosure or fenced in a manner to be hidden from public view when not in use.

Section 38. Defacing of Common Area. No tree, shrub, other landscaping or improvement within a Common Area shall be defaced or removed except at the express direction of the Association.

Section 39. Limited Access. There shall be no access to any Lot or parcel on the perimeter of the Subdivision except from designated streets or roads as shown on recorded final maps of the Subdivision, unless prior written approval is obtained from the Association.

Section 40. No Nonresidential Areas Access. Except as otherwise expressly provided in this Declaration, all access to the Nonresidential Areas from any Lot or the Common Area is prohibited for any purpose, whether it be jogging, walking, playing golf or otherwise, without the consent of an affected Nonresidential Areas Owner.

Section 41. Operation of Motor Vehicles. Except for authorized maintenance vehicles, no motor vehicle shall be operated in any area within the Subdivision except on a street or driveway. All speed limit and other traffic control signs erected within the Subdivision shall be observed at all times. Motorized vehicles except authorized maintenance vehicles or emergency vehicles are specifically prohibited on all open space, paths, trails, walkways or Common Areas (except streets or parking areas).

Section 42. Landscaping. Each Owner shall be responsible to properly and attractively landscape his Lot pursuant to approved landscape plans in a manner suitable to the character and quality of the Subdivision, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Subdivision.

Each Lot Owner must establish and maintain landscaping to the applicable fire protection districts requirements for minimum defensible space, and all such landscaping shall be continually

maintained consistent with the standards of the development, good husbandry practices and the applicable fire protection districts requirements.

Section 43. No Commercial Leasing. No Lot Owner shall participate in any plan or scheme for the rental of the improvements on such Lot, nor shall any such Lot be operated as a commercial venture. Nothing in this paragraph shall prevent an Lot Owner from renting the Lot and improvements thereon for residential use during periods of such Lot Owner's absence.

Section 44. Use of Water Features. Active use of lakes, ponds, streams or other bodies of water within the Subdivision is prohibited, except that the Owner of the Golf Course, and its agents, successors and assigns shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas which are within range of golf balls hit from the Golf Course. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams or other bodies of water within or adjacent to the Subdivision.

Section 45. Impairment of Wildlife. Capturing, trapping or killing wildlife within the Subdivision is prohibited, except all common rodents (e.g., rats, mice, moles, marmots, gophers), insects and other animals considered pests.

Section 46. Disturbing Activities. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Subdivision or which use excessive amounts of water or which result in unreasonable levels of sound or light are prohibited.

Section 47. Discharge of Weapons. The discharge or use of firearms or other weapons within the Subdivision is prohibited. The terms "firearms and weapons" includes without limitation "B-B" guns, pellet guns, bows and arrows, pistols, rifles, shotguns, sling shots and other firearms and weapons of all types, regardless of size.

Section 48. No Temporary Structures. No temporary structure of any form or type, including self-contained camper trailer units, shall be permitted as a dwelling unit on any Lot or parcel. No garage or outbuilding shall be constructed before commencing construction of the main dwelling unit, and further, no trailer, garage, basement, outbuilding or other structure other than the completed main dwelling *unit* shall be used for temporary or permanent living quarters, except as provided herein. No covering or tent, if visible from any roadway, is permitted on any Lot for a period longer than 24 hours. Temporary construction-related structures on a Lot for office, storage and other construction uses shall be allowed, subject to approval of the Committee, but only during the period of initial construction of the main dwelling unit on the Lot until issuance of a certificate of occupancy.

Section 49. Variances. The Committee may, in its sole discretion, grant variances to the provisions of this Article IV over which it exercises the power of approval, and the Board may grant variances to any other provisions of this Article IV. No variance granted shall constitute a waiver or restrict enforcement of any other provision hereof, or constitute a precedent for granting another variance.

ARTICLE V
ARCHITECTURAL STANDARDS

As more particularly specified in Article X, Section 2, Declarant is exempt from provisions of Articles V and VI and compliance with Design Guidelines, except the provisions of Section 4 of this Article V. Otherwise, all Builders, Lot Owners and others conducting construction activities within the Subdivision shall comply with the standards specified in Articles V and VI.

Section 1. **Building Envelope**. The Committee may establish a building envelope and recommended point of access for each Lot. This envelope will be based upon the topography of the Lot, its relationship to neighboring Lots, and any unique feature that the Lot may have, such as trees, meadows, rock outcroppings, etc.. The size and shape of the building envelope may vary from Lot to Lot. If, in the opinion of the Committee certain Lots do not warrant the establishment of a specially designated envelope, the envelope for those Lots shall be set according to the normal setbacks of the governing local agency for that type of Lot. In general, *all* building construction shall be confined to the building envelope area. If, in the opinion of the Committee, the building envelope shall cause the Lot Owner undue hardship in locating his home or accessory improvements, variances may be permitted by the Committee.

Section 2. **Design Guideline**. The Committee shall adopt by a majority vote Design Guidelines establishing the architectural standards for construction and uses on all Lots within the Subdivision. Once adopted the Design Guidelines may be amended by a majority vote of the committee from time to time, in the Committee's sole discretion. All Lot Owners shall comply with and abide by the Design Guidelines. Copies of the Design Guidelines shall be available to each Lot Owner at the time of close of escrow and shall be maintained at the office of the Committee. Design Guidelines are intended to be minimum requirements The Committee may, on a case-by-case basis, adopt or impose more stringent design requirements.

Section 3. **Views**. No representation or warranties, covenants or agreements are made by Declarant or Association or their agents, with respect to the presence or absence of any current or future view, scene or location advantage from any portion of a Lot within the Subdivision. The view, scene or location advantage may be adversely affected currently or in the future **by** construction or changes to the following, including, without limitation, residential homes or other structures and facilities, utility facilities, landscaping, Common Areas, public facilities, streets, neighborhood amenities and other activities, development or occurrences whether on other land or on adjacent and nearby Lots. No representations, warranties, covenants or agreements are made by Declarant, Association or their agents concerning the preservation or permanence of any view, scene or location advantage for the Lot. Association and Declarant are not responsible or liable for any impairment of such view, scene or location advantage for any perceived or actual loss of value of the Lot resulting from such impairment. Lot Owners are solely responsible for analyzing and determining all risks concerning the current and future value of any view, scene or location advantage and the potential or existing impairment thereof and the risks of preserving the view, scene or location advantage.

Section 4. **Limitations On Single Family Dwelling Size**. The size of the interior square footage (i.e., exclusive of decks, garage, porches and accessory buildings) of certain areas of the

Phase I of the Subdivision, as shown on the site plan attached as Exhibit "F" to this Declaration, shall be restricted as follows:

- a. Village 1 - 1,800 sq. ft. to 2,450 *sq. ft.*;
- b. Village 2 - 2,800 sq. ft. or more;
- c. Village 3 - 2,800 sq. ft. or more;
- d. Village 4 - 2,400 sq. ft. to 3,100 *sq. ft.*; and
- e. Custom Lots - interior square footage on all lots in Phase I other than those lots in Villages 1-4 shall have a minimum of 2,400 feet.

Single family dwelling size restrictions on other Lots in the Subdivision than those described in this Section may be proscribed by Declarant by a document recorded prior to transfer of any such Lot from Declarant to a third party. The restrictions described in this Section shall apply only to size of each affected single family dwelling initially constructed on a Lot at the time a certificate of occupancy is first issued by Washoe County, and shall not prohibit or impede an expansion, renovation or reconstruction of a single family dwelling which varies from the square footage restrictions after initial issuance of a certificate of occupancy by Washoe County.

ARTICLE VI

ARCHITECTIJRAL CONTROLS AND DESIGN REVIEW COMMITTEE

Section 1. Committee Establishment and Membership. The ArrowCreek Design Review Committee of the Association is hereby established. Each Committee member shall have an indefinite term and serve at the discretion of the Board and, during the period of Declarant Control specified in Article II, Section 5 of this Declaration or for a period of twenty (20) years, whichever is later, shall be subject to approval by Declarant, which approval may be withheld or withdrawn at any time at Declarant's sole discretion.

The Committee shall be composed of not less than three (3) nor more than seven (7) members, to be appointed by the Board, at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.). Committee members shall be subject to removal by the Board, and any vacancies from time to time existing shall be filled by appointment of the Board, except that the Committee need have no more than three (3) members. A quorum of the Committee shall consist of the lesser of a majority of committee members or three (3) persons. A decision may be rendered by a majority of committee members at a meeting at which a quorum is present. Committee members need not be Lot Owners or officers, directors or employees of the Association.

Section 2. Written Approval of Plans. Before commencing any building operations, written approval must be obtained from the Committee covering building and plot plans for all structures erected, altered, renovated, remodeled, placed, assembled, or permitted to remain on any Lot in the Subdivision, including garages, walks, fences, dog runs, landscaping, ditches and walls; except, however, that approval of the Committee shall not be required for building operations conducted by Declarant, its successors and assigns. The approval of said Committee shall include style, design, appearance, harmony of external design, building materials, location of the proposed structure with respect *to* topography, finish grade elevation and the street frontage. No approval shall

be construed as modifying, altering, or waiving any of the provisions here set out unless a variance is issued by the Committee.

Committee approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. In the event a Lot Owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural or architectural changes shall require the Lot Owner to submit complete plans therefor to the Committee, as in the case of erecting new structures.

Each Lot Owner shall be responsible to properly and attractively landscape *his* Lot, and maintain such landscaping. A landscape plan is to be a part of the house plans and is to be submitted to the Committee for approval. Landscaping must be completed as specified in the landscape plan within 90 days of obtaining a certificate of occupancy of the main dwelling on a Lot, subject to extensions granted by the Committee.

Section 3. Committee Powers. The Committee shall have the power to adopt Design Guidelines as well as rules and regulations, and to render decisions on such matters as are subject to approval, review, or consideration of the Committee under this Declaration, or as may be referred to the Committee by the Association, in accordance with such rules Design Guidelines and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, applications must be resubmitted to the Committee.

Section 4. Time of Decision. The decision of a majority of the Committee, acting in good faith in its sole discretion, upon any matters submitted or referred to it, shall be final. It is further provided that if no rejection shall have been sent by the Committee to an applicant within 45 days from the date of receipt of a submittal or as otherwise provided in the Design Guidelines such inaction shall be deemed to constitute approval. Any decision or approval by the Committee shall not relieve an applicant or Lot Owner from complying with any requirement of a public authority having jurisdiction, and shall not constitute any representation or guaranty by the Committee or a member thereof of compliance of the submitted matter with any statute, ordinance, or regulation pertaining thereto.

Section 5. No Improvements without Approval. No building, garage, shed, walkway, satellite dish, fence, wall, retaining wall, dog run, drainage ditch or system, landscaping or any other structure shall be commenced, erected, placed or altered on any Lot in the Subdivision until the building plans and specifications thereof, have been submitted to and approved in writing as to conformity and harmony of external design with the existing structures or general scheme in the Subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Committee.

Section 6. Grounds for Disapproval. The Committee may disapprove any application for any of the following reasons:

1. If such application does not comply with this Declaration., or any rules or regulations promulgated by the Association or the Committee;
2. Because of the dissatisfaction of the Committee, in the Committee's sole discretion. with grading plans, location of the proposed improvement on a Lot, finished ground elevation., color scheme, exterior finish, design., proportions, architecture, shape, height or style of the proposed improvement, the materials used therein., the kind, pitch or type of roof proposed to be placed thereon., or for purely aesthetic reasons.

Section 7. Rules and Regulations. The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria, whether as a portion of the Design Guidelines or as separate provisions, which may include, among other things, provisions for the form and content of application; required number of copies of plans and specifications; additional architectural guidelines; provisions for notice of approval or disapproval, and various approval criteria.

Section 8. No Inspection Required. No inspection of construction for which plans and specifications have been or should be approved by the Committee shall be required of the Committee, although all Committee members shall have the right to inspect all improvements to ascertain compliance with the provisions of Articles V and VI. Any member of the Committee also has the right at all reasonable times and places to enter on a Lot and inspect any structure for purposes of compliance with approved plan and specifications provided such right of entry shall not include the right to enter a completed occupied dwelling without the consent of the occupant.

Section 9. Conformance to Plans Required. After any plans and specifications and other data submitted have been approved by the Committee, no structure of any kind shall be erected, constructed, placed, altered, or maintained upon a Lot unless the *same* shall be erected, constructed, or altered in conformity with the plans and specifications, color scheme, and plot plan approved by the Committee. If any structure of any kind shall be erected, constructed, placed, altered, or maintained on a Lot other than in accordance with the plans and specifications, color scheme and plot plan theretofore approved by the Committee, such erection, construction, placing, alterations and maintenance shall be deemed to have been undertaken without the approval of the Committee ever having been obtained.

Section 10. Variances. The Committee may grant reasonable variances or adjustments from the provisions in *this* Article where literal application thereof results in unnecessary hardship and if the granting thereof in the opinion of the Committee will not be materially detrimental or injurious to other Lot Owners.

Section 11. Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification upon such form as it shall furnish from the Builder, contractor, Lot Owner or a licensed surveyor that such improvement does not violate any height restriction, set-back rule, ordinance or statute, nor encroach upon any easement or right-of way of record and/or that all construction is in strict compliance with plans approved by the Committee.

Section 12. Compensation and Filing Fee. Members of the Committee may be compensated by reasonable fees charged for Committee services to those requesting actions by the Committee, if said fees are approved by the Board. As a means of defraying its expenses, the Committee shall require a filing fee set by the Committee to accompany the submission of plans and specifications for a new single family home and a filing fee for submitting plans for remodeling or additions or exterior redecorating color scheme.

Section 13. Liability. Notwithstanding the approval by the Committee of plans and specifications, neither it, the Declarant, the Association nor any person acting in behalf of any of them shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work done pursuant thereto. Each person submitting such plans or specifications shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. No member of the Committee shall be held liable to any person, whether a Lot Owner or not, on account of any action or decision of the Committee or failure of the Committee to take any action or make any decision.

Section 14. Enforcement. In the event any improvement shall be commenced without Committee approval as herein required, or in the event any improvement is constructed not in conformance with plans therefor approved by the Committee, or not in conformance with this Declaration, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in herein, the Committee shall also have the power and authority to institute arbitration, legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this Declaration, and to recommend fines for levy by the Board. All costs of dispute resolution, including attorney's fees, shall be charged to and paid by the Lot Owner if the Association prevails. Such charges shall constitute a lien on such Owner's Lot as provided in Article III hereof from the date of entry of the judgment therefor in the judgment docket. In the event the Association is not successful, each party shall pay its own costs and attorney's fees.

ARTICLE VII PROVISIONS FOR NONRESIDENTIAL AREAS USES

Section 1. Applicability of Declaration. While the Nonresidential Areas are not a portion of the Subdivision, Nonresidential Areas Owners hereby join in and execute this Declaration for the purpose of obtaining the benefits and bearing the burdens hereof. All provisions of this Declaration shall apply to the Nonresidential Areas and be binding on the Nonresidential Areas Owners, except the provisions of Articles IV, V and VI. All references to real estate and to Owners in this Declaration shall also refer to the Nonresidential Areas and the Nonresidential Areas Owners, respectively, when the context so applies.

Section 2. Membership in Association and Voting Power. Each Nonresidential Area Owner shall be a member of the Association upon the date of first commencement of business operation for that Nonresidential Area, with an allocated interest and commensurate voting power expressed in terms of "Equivalent Lots", established each year (prior to the time of voting at the annual meeting when a budget is adopted) in accordance with the burden each Nonresidential Area

places on the Common Area streets in the Subdivision and Association expenses, as determined by the following formula, to be applied to each Nonresidential Area individually:

- a. The average daily vehicle miles traveled for each Nonresidential Area, as determined by the then-existing traffic generating statistics finally adopted by the Regional Transportation Commission ("RTC") for each Nonresidential Area for purposes of assessing the Regional Road Impact Fee in accordance with the applicable Washoe County ordinance and RTC General Administrative Manual ("Manual"), shall be divided by the daily vehicle miles traveled for a single family dwelling pursuant to the Manual.
- b. The product of the calculation made pursuant to Subsection (a) above shall be multiplied by the percentage of the annual assessment per Lot represented by the following Association expenses: all annual costs of repair, maintenance and reserves for ArrowCreek Drive from the entry gate to the Nonresidential Area (including Common Area landscaping); the main entry gatehouse and entry fence and landscaping; security personnel and other security costs; indirect Association costs (e.g. insurance, office supplies, management fees, rent, office or management employees compensation, accounting and legal fees, and utilities); and other costs of the Association which reasonably provide a direct benefit to the Nonresidential Area
- c. The product of the calculation made pursuant to Subsection (b) above shall be the Equivalent Lots for the Nonresidential Area. Voting power and assessments for the Nonresidential Area shall be based on the Equivalent Lots.

For example, if Course Owner constructs 18 holes on the Golf Course and the RTC determines pursuant to the Manual that the daily vehicle miles traveled is 38.99 per hole for the Golf Course, the daily vehicle miles traveled for 18 holes would be 701.82. If the daily vehicle miles traveled for one single family dwelling in the Subdivision is 14.96, the product of the calculation made pursuant to Subsection (a) would be:

$$38.99 \times 18 \text{ Div. By } 14.96 = 41.91$$

If the percentage of Association annual assessments per Lot comprised of the expenses specified in Subsection (b) were 50%, then the product of the calculation made pursuant to Subsection (b) would be:

$$41.91 \times .50 = 20.955 \text{ Equivalent Lots}$$

If phased expansion, renovation or other changes on the Nonresidential Areas result in determinations by the RTC of additional daily vehicle miles traveled, then the allocated interest and voting power of the Nonresidential Areas shall change accordingly by recalculation of the Equivalent Lots at the end of the calendar year in which the changes occur, prior to the date of the annual meeting of members. Each Nonresidential Area Owner shall be the only member of the Association representing that Nonresidential Area. No member of a Nonresidential Area (e.g. golf course

member) shall be deemed a member of the Association solely by virtue of his or her Nonresidential Area membership, nor have voting power or liability for assessments.

Section 3. Declarant Easements to Nonresidential Areas. Declarant hereby grants to Nonresidential Areas Owners for the benefit of the applicable Nonresidential Area the following easements:

- a. a nonexclusive easement permitting golf balls to come upon any portion of the Subdivision or Commercial Center from the Golf Course. The existence of *this* easement shall not relieve golfers of any liability for damage caused by errant golf balls.
- b. a non-exclusive easement of access and use over those portions of the Common Areas reasonably necessary, with or without the use of maintenance vehicles and equipment, for the operation, maintenance and repair of the Golf Course or Commercial Center.
- c. a non-exclusive easement for overspray of water or runoff on any portion of the Subdivision from any irrigation system serving the Commercial Center or Golf Course, including the use in any irrigation system of nonpotable water (e.g., untreated creek water or effluent from a sanitary sewer treatment plant).
- d. a non-exclusive easement, to the extent reasonably necessary, over the Subdivision for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment; including, without limitation, wells, pumps and pipelines, serving all or portions of the Golf Course or Commercial Center.
- e. a non-exclusive easement, to the extent reasonably necessary, over the Subdivision for the installation, maintenance, repair, operation, replacement and monitoring of utility lines, wire, drainage pipelines and other utility facilities serving the Golf Course or Commercial Center.
- f. a nonexclusive easement over the Subdivision for natural drainage of storm water runoff from the Golf Course or Commercial Center.
- g. an easement over the Subdivision for the construction, maintenance and repair of golf cart paths serving the Golf Course in reasonable locations to be mutually agreed by Declarant and the Course Owner.
- h. A nonexclusive easement of access over all Common Area streets, located or to be located within the Subdivision, for the Nonresidential Areas Owners, their agents, successors and assigns, as well as guests, invitees, licensees, patrons, members, employees, and authorized users of the Nonresidential Areas, reasonably necessary to travel to and from the Nonresidential Areas, and the right to park vehicles on the streets and Common Area parking places

within the Subdivision at reasonable times and places in conjunction with special events and other similar functions held at Nonresidential Areas.

Section 4. No Liability for Use of Certain Easements for Golf Course. Declarant, Association and Course Owner and Commercial Center Owner shall not be liable to each other or to Lot Owners for damage or injury caused by errant golf balls, overspray or runoff of Golf Course irrigation or other use of the Golf Course easements granted by the provisions of this Article.

Section 5. Ownership and Operation of Nonresidential Areas. Declarant, Association and Nonresidential Areas Owners make no representations or warranties with regard to the continuing existence, ownership or operation of the Nonresidential Areas, if any, and no purported representation or warranty in such regard by any person, either written or oral, shall be effective without an amendment to this Declaration executed or joined into by the applicable Nonresidential Area Owner. Further, the ownership and operation of the Nonresidential Areas may change at any time and from time to time by virtue of (but without limitation) the creation or conversion of the ownership or operating structure of the Nonresidential Areas to "equity" clubs or similar arrangements whereby the Nonresidential Areas or the rights to operate them are transferred to an entity or entities which are owned or controlled by members. No consent of the Association or any Lot Owner shall be required to effectuate such transfer or conversion.

Section 6. No Right to Use. Neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Nonresidential Area. Nonresidential Area Owners shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Nonresidential Areas, (Golf Course membership rights) including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and shall also have the right to reserve use rights and to terminate use rights altogether, subject to the provisions of any outstanding membership documents.

Section 7. Golf Course View Impairment. In addition to Section 3 of Article V, neither the Declarant, the Association nor the Course Owner guarantee or represent that any view over and across the Golf Course from Lots or Common Areas will be preserved without impairment. The Course Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course, as well as to construct safety or security-related improvements such as fences and screens, from time to time. In addition, the Course Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the trees, bunkers, fairways and greens, or holes on the Golf Course from time to time. Any such additions, improvements or changes to the Golf Course may diminish or obstruct any view from the Lots or any expressed or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed by Declarant, Association and Course Owner.

Section 8. Limitation on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Nonresidential Areas, no amendment to this Article may be made without the written approval of each Nonresidential Area Owner affected by the amendment.

ARTICLE VIII
OTHER EASEMENTS

Section 1. Reservation. The following easements (also constituting irrevocable licenses) over each Lot and all Common Areas, and the right of ingress and egress to the extent reasonably necessary to exercise such easements, are reserved to Declarant and are granted for the benefit of the Association and the Declarant:

- a. Utilities. Such easements for the installation, maintenance and operation of all utilities as shown on recorded final maps of the Subdivision, together with the right to extend all utility services within such easements to other areas being developed within the Subdivision (including street lights) and the right to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance and operation.
- b. Fencing Facing Common Area. An easement on all applicable Lots to install or maintain (including repair and reconstruction) Lot fencing which faces Common Area or Nonresidential Areas, including without limitation streets, the Golf Course, the swim and tennis club, and the Commercial Center. The Association shall decide for each specific Lot, in the Association's sole discretion, whether any said fencing shall be installed or maintained, in order to enhance or preserve the general appearance of the Subdivision. The Association shall have the right, but not the obligation to do so. Any said fencing not so maintained by the Association shall be maintained by the Lot Owner. The Association may elect to maintain, in its sole discretion, only the side of said fencing facing the Common Area or Nonresidential Areas, in which case the Lot Owner shall maintain the remainder of the fence. In the event the Association elects to maintain a Lot Owner's fence as specified in this subsection, the Lot Owner shall not be charged the expense therefor other than as part of the Lot Owner's pro rata assessment for all Association costs.
- c. Common Areas. An easement on, over and under all Common Areas, in the Subdivision for the purpose of installing, maintaining and operating utilities to serve any portion of the Subdivision; for purposes of drainage control; for access to any Lot; for the purpose of construction or maintenance of Common Area improvements or Subdivision improvements; and for providing access to undeveloped portions of the Subdivision for any and all purposes at any and all times, including, but not by way of limitation, the right to use said Common Areas during construction of improvements on undeveloped portions of the Subdivision.
- d. Signs. An easement within ten (10) feet of a street or other Common Area for the installation of street and traffic signs (or other signs reasonably related to the regulation or enforcement of provisions of this Declaration) on all Subdivision Lots, together with the right to cut, trim or remove trees and plantings wherever necessary in connection with such installation, maintenance, repair and reconstruction.

- e. Snow Plowing and Snow Placement. An easement within ten (10) feet of any street or other Common Area upon all Subdivision Lots for the placement of snow plowed from that adjacent street or Common Area, provided that this easement is not intended to create a snow storage or dumping area on any Subdivision Lot, but only to allow the berming and placement of snow plowed from a street or other Common Area immediately adjacent to a Lot in order to clear the street of snow for the safe passage of vehicles and pedestrians on the street or other Common Area.
- f. Right of Entry. The Association *shall* have the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons or to perform maintenance allowed or required of Association pursuant to provisions of this Declaration or pursuant to County requirements, as well as for the purpose of insuring or enforcing compliance with this Declaration, which right may be exercised by any member of the Board or the Committee, officers, agents, employees, and managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation or as provided in Article VI, Section 8, entry shall only be during reasonable hours and after notice to the Lot Owner. This right of entry shall include the right of the Association to enter upon any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event a Lot Owner fails or refuses to cure the condition within a reasonable time after request by the Board. However, this right shall not authorize entry into any occupied single family dwelling without permission of the occupant, except by emergency personnel acting in their official capacities.

Section 2. Transfer Of Easements. A conveyance of Common Area to the Association *shall* also transfer to the Association all easements herein reserved to Declarant which are necessary or convenient to the obligation of the Association to carry out its duties prescribed herein, which transfer shall not diminish the rights in and to said easements herein reserved to Declarant. Nothing set forth herein shall be construed to impose on Declarant any duty or obligation of maintenance of Common Areas or improvements thereon after conveyance of the Common Areas to the Association.

Section 3. Use or Maintenance by Owners. The areas of any Lot affected by the easements reserved in this Article shall not be improved with structures placed or permitted to remain (or other activities undertaken) thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

Section 4. Liability for Use of Easement. No Owner shall have any claim or cause of action against the Declarant, the Association, or the Nonresidential Areas Owners arising out of the use or nonuse by any person of any easement reserved or created by this Declaration.

Section 5. Modification. None of the easements and rights granted under this Article VIII may be modified, terminated or abridged without the written consent of the persons in whose favor such easements run.

ARTICLE IX
PROTECTION OF LENDERS

Section 1. Encumbrance of Lots Permitted.. Any Lot or Nonresidential Area may be encumbered with a deed of trust.

Section 2. Breach of Covenants. A breach by an Owner of any of the provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value; provided, however, the provisions of this Declaration shall be binding upon the Owners whose title thereto is acquired under foreclosure, trustee's sale, or otherwise.

Section 3. Notice of Default. Upon written request to the Association, the beneficiary of a first deed of trust encumbering real estate subject to this Declaration shall be entitled to written notification from the Association of any default by the Owner of that real estate in the performance of such Owner's obligations under this Declaration that is not cured within ninety (90) days.

Section 4. Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the Association Articles shall give an Owner, or any other party, priority over any rights of a first deed of trust beneficiary in the case of a distribution to the Owner of insurance proceeds or condemnation awards.

Section 5. Appearance at Meetings. Because of its financial interest in the Subdivision, any beneficiary of a first deed of trust may appear (but cannot vote) at meetings of the members and the Association Executive Board.

Section 6. Examination of Records. Beneficiaries of first deeds of trust shall have the right to examine the books and records of the Association and can require the submission of financial data concerning the Association, including annual reports, audits and operating statements as and when furnished to the Owners.

ARTICLE X
LIMITATION OF RESTRICTIONS

Section 1. General/Assignment. Declarant and any Successor Declarant may be undertaking the work of constructing improvements to the Subdivision or on Lots. The completion of such construction and the sale or other disposal of the Lots is essential to the establishment and welfare of the Subdivision as a residential community. The rights granted to Declarant which are contained in this Article are personal to Declarant and any Successor Declarant, and may only be transferred by a written, express assignment duly recorded from the Declarant to a Successor Declarant, or from Successor Declarant to another Successor Declarant, and are not assigned merely by the conveyance of title to Lots or Nonresidential Areas, without such an express assignment.

Declarant may assign its rights as to a portion of the Subdivision to a Tract Builder, who shall then be the Successor Declarant as to those Lots subject to the assignment. Such a partial assignment may provide for limitations or qualifications of a Successor Declarants rights, in the sole discretion of Declarant

Section 2. Limitations on Restrictions. Nothing in this Declaration shall be understood or construed to:

- a. Prevent Declarant, its contractors or subcontractors from doing on the Subdivision or on any Lot whatever is reasonably necessary or advisable in connection with the commencement or completion of the above described work;
- b. Prevent Declarant or its representatives from erecting, constructing, and maintaining on any part of the Subdivision such structures as may be reasonably necessary for the conduct of its business of completing the work, establishing the Subdivision as a residential community, and disposing of the Lots by sale, lease, or otherwise;
- c. Prevent Declarant from maintaining such signs on any part of the Subdivision owned by Declarant or by the Association as may be necessary for the sale, lease, or disposition of Lots;
- d. Prevent Declarant from utilizing mobile homes or temporary structures as sales offices or for construction activities; and
- e. Allowing Lot Owners or Association to enforce any provision of Articles IV, V and VI against Declarant (except Section 4 of Article V), it being the intent of this subsection to exempt Declarant completely from compliance with the provisions of Articles IV, V and VI regarding Declarant's activities and Lots owned by Declarant (except Section 4 of Article V).

Section 3. Modification. The provisions of this Article may not be amended, terminated or abridged without the written consent of the Declarant.

ARTICLE XI COMPLIANCE WITH COUNTY CONDITIONS

Section 1. Perpetual Funding. The provisions of Article III are intended to establish perpetual funding in interest-bearing accounts for the maintenance of all Common Area.

Section 2. Enforcement of Special Assessment and Lien Provisions by County. In the event the Association fails to enforce any of the following described provisions of this Declaration:

- a. the obligation of the Association to properly maintain all Common Areas in the Subdivision; or
- b. the obligation of the Association to pay prior to delinquency all County taxes and assessments levied against Association property or against the Association;

then County shall be entitled to commence an action to enforce such provisions by any means allowed in law or equity, including the levy of a special assessment against all of the Owners, which special assessment shall be secured by a lien in the manner provided in Article III hereof.

Notwithstanding the foregoing, the County shall be entitled to commence such action only after:

- a. the County has given reasonable notice (which shall be not less than thirty (30) days) to the Association, describing such violation, or if no Association is in existence, by publication of reasonable notice in a newspaper of general circulation in Washoe County; and
- b. the Association or the Owners shall have failed to cure such violation within a reasonable time thereafter to the reasonable satisfaction of Washoe County.

Section 3. Disclaimer of County Responsibility. WASHOE COUNTY WILL NOT ASSUME RESPONSIBILITY FOR MAINTENANCE OF THE PRIVATE STREET SYSTEM NOR ACCEPT THE STREETS FOR DEDICATION TO WASHOE COUNTY UNLESS THE STREETS MEET THOSE WASHOE COUNTY STANDARDS IN EFFECT AT THE TIME OF OFFER FOR DEDICATION.

Section 4. Public Access Easements. Certain Common Areas within the Subdivision shall be open to the public. These Common Areas include the bicycle paths on minor arterial streets and some collector streets; and areas for access to the public trail system, as more particularly specified in Exhibit "G", the Open Space Management Plan, of the Final Development Agreement. An access easement for these purposes on portions of the above-described Common Area is hereby granted to Washoe County on behalf of the public, at reasonable times during daylight hours and subject to reasonable restrictions imposed by the Association to reconcile issues of security, privacy and nonaccess for private residential areas of the Subdivision with the right of limited public access as described in this Section.

Section 5. County as Third Party Beneficiary. The County or other political subdivision in which the property may be located, is hereby expressly made a third party beneficiary to this Article of this Declaration, and to the following provisions of other Articles:

- a. Article II, Section 1.b, c and d; and
- b. Article III.

Section 6. Common Open Space Area Plan. Either Declarant or Association (as the case may be) during the period Declarant or Association owns Common Area which is designated open space pursuant to County requirements, shall monitor and maintain open space within the Common Area. The maintenance plan for open space within the Common Area shall consist of the following, at a minimum:

- a.. **Vegetation Management.** Open space may be planted or landscaped to enhance it, or to improve it as wildlife habitat. Destruction or disturbance of native vegetation during Subdivision construction or by authorized use shall be avoided when possible, in order to preserve and maintain existing vegetation.
- b. **Debris and Litter Removal.** Debris and litter shall be removed on a regular basis, and a regular schedule of inspection and removal shall be established and adhered to, in order to keep the open space in a clean and sanitary condition.
- c. **Fire Access and Suppression.** Access for purposes of fire suppression shall be maintained at all times. Fuel modification and fire breaks required by County or the Nevada Division of Forestry shall be constructed and maintained in a good and proper manner.
- d. **Maintenance of Public Access and Limitations to Public Access.** While Declarant or Association owns all or any part of the open space, they reserve the right to limit and exclude public access (except on public trails), except that open space owned by Association as Common Area shall be subject to public access rules and limitations which may be promulgated from time to time on a case-by-case basis for each open space area. In order to preserve vegetation and avoid disturbance of open space, the Association may limit access on all or any part of the open space. In general, the provisions of Article IV, Sections 46 and 47 apply to all open space, except in a designated area for such vehicle travel, if any.

The responsibility of Declarant or Association (as the case may be) for maintenance of open space shall cease for open space dedicated pursuant to Section 10 of this Article.

Section 7. **Limitation on Amendments.** In recognition of the fact that the provisions of this Article are for the benefit of the County, no amendment to this Article may be made without the written approval of the County.

Section 8. **Notice of Sewer User Fees.** All uses in the Subdivision requiring sanitary sewer connection will be required to pay a sewer connection fee, specified by County ordinance and administered by the County Utility Services Division, unless otherwise provided by the County.

Section 9. **Setbacks for Overhead Power Lines.** Overhead electrical power lines traverse portions of the Subdivision. The minimum setbacks specified in the National Electric Safety Code shall be required in all applicable areas in proximity to these overhead power lines.

Section 10. **Dedication of Certain Open Space.** An area of ArrowCreek of approximately 1,500 acres (or as otherwise approved by Washoe County) is required to be dedicated to an entity approved by the County as public open space. Upon said dedication, which will probably be conveyed incrementally as residential development occurs, areas so dedicated shall not be (or shall

cease being) Common Area. Said dedication may be subject to conservation easements or covenants imposed by Declarant against uses which are not compatible with open space. If for any reason the County does not designate or approve the dedication of all or any portion of the Subdivision open space to an entity other than the Association, then it shall remain Common Area and be owned by the Association after designation on a final map pursuant to the provisions of this Declaration.

Section 11. Notice of Pedestrian Access. Subject to rules and restrictions of the Association, open space and private trails (as well as public trails) abutting Lots shall have access by pedestrians. To the extent said open space and private trails are also Common Area, pedestrian or other types of access may be denied to the general public and may be further restricted by the Association.

Section 12. Termination Of Declaration Upon Dedication Of Common Area. If portions of the Subdivision are dedicated in fee simple to Washoe County, or another governmental entity, for public use purposes (e.g., water storage tanks, well sites, certain streets, public trails, drainage channels or basins), or if the dedication of open space specified in Section 10 of this Article XI takes place, then this Declaration shall be terminated as to the real property so dedicated.

Section 13. Limitation On Water Use/Lot Owner Liability For Excess Water Rights. Declarant has entered into a certain Water Dedication Agreement ("Water Agreement") dated March 18, 1997 with the County, the water service provider for the Subdivision. The Water Agreement requires Declarant to dedicate sufficient water rights acceptable to the County for use on each Lot, pursuant to a proscribed dedication schedule ("Schedule") based on the size of each Lot. The Nevada State Engineer approves the dedication and use of these water rights on each Lot prior to construction of a residence on the Lot. If Lot Owners in the Subdivision actually use more water on their Lots in the aggregate on an average annual basis than the water rights so dedicated, pursuant to a verification procedure specified in the Water Agreement, the Declarant is then required to dedicate an additional amount of water rights acceptable to the County necessary to make up the difference between the actual aggregate water usage by Lot Owners and the amount of water rights dedicated for the Lots pursuant to the Schedule ("Deficiency").

In the event the Declarant is required by the County to dedicate water rights for a Deficiency, each Lot Owner whose actual water usage exceeds the water rights dedicated for that Owner's Lot shall be liable to Declarant to either provide the additional water rights or to reimburse Declarant a sum of money sufficient to pay for the value and costs of the water rights Declarant must dedicate for the Lot, in the following manner:

- a. After a Deficiency is established pursuant to the provisions of the Water Agreement, Declarant shall ascertain from the Subdivision water meter usage records which Lots have exceeded by water usage the amount of water rights dedicated under the Schedule, and the amount of excess water used on each Lot. Declarant shall then deduct from this amount an amount of water equal to the percentage in which the aggregate amount all excess water used by Lots which have exceeded by usage the water rights dedicated under the Schedule exceeds the Deficiency. The result shall be the deficiency in water rights for each Lot for which each said Lot Owner is liable ("Lot Deficiency"). For example if the Deficiency is 100 acre feet per annum and the

total aggregate of excess water used by all Lots exceeding by water usage the water rights dedicated under the Schedule is 120 acre feet then the actual excess water usage for each Lot would be reduced by 20% to arrive at the Lot Deficiency.

- b. The Declarant *shall* notify each Lot Owner by certified mail at the Lot address of his Lot Deficiency and the fair market value of water rights constituting the Lot Deficiency (including costs of application, permits and consultant's fees to transfer the water rights to the County) ("Lot Deficiency Cost").
- c. Each Lot Owner with a Lot Deficiency shall have sixty (60) days from the date of delivery of the notice (or the date said notice is returned as undelivered or refused) either to pay to Declarant the Lot Deficiency Cost or to deliver to Declarant an amount of water rights acceptable to the County equal to the Lot Deficiency.
- d. In the event a Lot Owner fails or refuses to perform its obligations under Subsection c, above, Declarant shall be entitled to a lien against the Lot Owner's Lot in the amount of the Lot Deficiency Cost (plus all costs and attorneys fees reasonably incurred for collection, and interest on the Lot Deficiency Cost at the rate of twelve percent (12%) per annum until paid) in which case the Declarant may record a Notice of Lien against said Lot in the office of the Recording Washoe County, and the Lot Owner shall be personally liable, in addition to any other legal or equitable remedy allowed to Declarant by law, for the Lot Deficiency Cost. Said lien, upon recording of the Notice of Lien, shall be a burden on the Lot which runs with the land and binds all successors and assigns.

ARTICLE XIII MISCELLANEOUS GENERAL PROVISIONS

Section 1. **Enforcement.** Except as expressly limited herein, Association, Declarant or any Owner shall have the right to enforce the provisions of this Declaration now or hereafter imposed by arbitration as prescribed by Nevada Revised Statutes 38.300-360, or by any proceeding at law or in equity. Failure by the Association, Declarant or by any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. The Association may establish and impose administrative procedures for resolving claims or disputes arising from the interpretation, application or enforcement of any provisions stated herein or specified in the Articles, Bylaws, or rules and regulations adopted by the Association or the Committee.

Section 2. **Suspension of Privileges.** The Board may, anything herein to the contrary notwithstanding, suspend all voting rights, other membership rights and all rights to use the Association's Common Areas of any Owner 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 Owner after the existence thereof has been declared by the Board, including a violation by virtue of the failure of a member to comply with the rules and regulations of the Association, provided the Association first complies with the following procedures:

- a. Association must either mail to the Owner by registered mail, return receipt requested, or personally deliver to the Owner a notice that voting rights, other membership rights and rights to use the Common Area will be suspended unless the unpaid assessments are paid or the violation is cured, as the case may be, within fourteen (14) days of delivery of the notice. Notice by registered mail shall be deemed delivered 48 hours after deposit with the U.S. Postal Service or on the date a receipt is signed, whichever is earlier.
- b. Opportunity to be Heard: The notice shall also specify, in the case of a proposed suspension on grounds other than failure to pay an assessment, that the Owner may protest the suspension by written notice to the Board delivered to any Board member in the manner specified above in subsection (a). In the event of a protest the suspension shall not take effect until the Board has held a hearing to consider the protest and made a decision on the merits of the protest.

Section 3. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order *shall* in no way affect any other provisions, which shall remain in full force and effect.

Section 4. Amendment. This Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, unless at least a majority of the Owners with voting power agree to terminate this Declaration, effective at the end of the then current term or ten (10) year extension period, in which case a notice signed by said Owners must be executed and recorded. Subject to the provisions of Article I, Section 5 Article VII, Section 8, Article VIII, Section 5, Article X, Section 3 and Article XI, Section 7, this Declaration may be amended by an instrument signed by at least a majority of the Owners with voting power. Any Amendment must be recorded or it has no effect. For purposes of this Section, the signature of one of the Owners, for a Lot with more than one Owner, shall be deemed sufficient.

Section 5. Declarant Consent To Withdrawal Of Real Estate. Notwithstanding an assignment by Declarant to a Successor Declarant of all or part of Declarant's rights, no said Successor Declarant shall have the right to withdraw real estate unless the prior written consent of the Declarant, in Declarant's sole discretion, is granted and recorded concurrently with the recorded notice of withdrawal.

Section 6. Approval of Declarant. In all circumstances described herein in which Declarant has the right of approval, said approval and any request for approval shall be in writing. Declarant shall have a *minimum* of thirty (30) days after a request to approve or deny. If Declarant has not issued its written approval or denial within said thirty (30) days, the request shall be deemed approved.

Section 7. Liability. Declarant shall have no liability for repairs or maintenance of roads, or other improvements, including utility lines, located within the Common Areas of the Subdivision from and after the date of conveyance of such Common Areas to the Association. Neither Declarant,

County, the Committee, Association, nor any Owner shall be deemed liable in any manner whatsoever to any other Owner in the Subdivision or third party for any claim, cause of action or alleged damages resulting from:

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

Section 8. Attorneys Fees and Costs. In any action to enforce or administer the provisions hereof, the prevailing party shall be entitled to reasonable attorneys fees and costs.

Section 9. Cumulative Rights/Waiver. Remedies specified herein are cumulative and any specification of them herein shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect of a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuance of said violation or the occurrence of a different violation.

Section 10. Grantee's Acceptance. Each grantee or purchaser of real estate subject to this Declaration shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By acceptance such grantee or purchaser shall for himself (his heirs, personal representatives, successors and assigns) covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent Owners to keep, observe, comply with and perform all of the provisions of this Declaration and shall further agree to the continuation and completion of the Subdivision and all parts and projected Lots therein.

Section 11. Captions. Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions hereof

Section 12. Use of the Words "Southwest Pointe" and "ArrowCreek". No person shall use the words "Southwest Pointe" or "ArrowCreek" or any derivative, or any other term which Declarant may select to name or identify the Subdivision or any component thereof, in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the words "Southwest Pointe" or "ArrowCreek" in printed or promotional matter solely to specify that particular property is located within the Subdivision, and the Association shall be entitled to use the words "Southwest Pointe" or "ArrowCreek" in its name and in the normal conduct of its business.

Section 13. Interpretation. The Association shall have sole right and authority to interpret any of the provisions of this Declaration, which interpretation shall, so long as the same is reasonable, be conclusive.


Section 14. ChoiceOfLaw/Venue. This Declaration shall be construed and enforced in accordance with the laws of the State of Nevada, and venue for any action arising from this Declaration shall be in Washoe County, Nevada.

Section 15. Gender And Number. Unless the contract otherwise requires, when used herein, the singular includes the plural and vice versa, and the masculine includes the feminine and neuter and vice versa.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand.

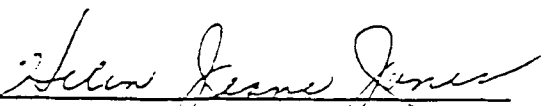
DECLARANT:

SOUTHWEST POINT ASSOCIATES, LLC.,
a Delaware limited liability company,

By: 
Jeffrey E. Dingman, President

NELL J. REDFIELD TRUST

By: Gerald C. Srruth, Trustee

By: 
Helen Jeane Jones, Trustee

DESCRIPTION

SUBDIVISION AIR-TD OPEN SPACE

Portion of Sections 3, 10, 14, 15, 22, 23, 24, 26 and 27, T1SN, R19E, MDM, \1\washoe
County, Nevada, more particularly described as follows:

Parcels 1A and B of Survey Map 3294, as shown on the plat thereof, recorded August
26, 1997, as Document No. 2128435, Official Records of Washoe County, Nevada;

excepting therefrom the following described parcel of land:

Commencing at the southeast corner of said Section 24;

thence along the south line of said Section 24, S 89°56'17" E, 554.69 feet;

thence S 70°07'09" E, 429.99 feet;

thence N 31°56'15" E, 623.45 feet to a point on the northerly line of Arrowcreek
Parkway;

thence along said northerly line the following courses and distances:

N 37°41'43" W, 429.99 feet;

along the arc of a tangent 910.00 foot radius curve to the left through a central angle of
16°45'17" a distance of 266.90 feet;

N 54°30'00" W, 386.14 feet;

along the arc of a tangent 490.00 foot radius curve to the right through a central angle of
50°49'12" a distance of 116.62 feet;

thence S 03°07'51" W, 455.56 feet;

along the arc of a tangent 710.00 foot radius curve to the left through a central angle of
46°09'22" a distance of 578.35 feet;

thence N 50°21'06" W, 375.49 feet;

along the arc of a tangent 540.00 foot radius curve to the right through a central angle of
22°56'45" a distance of 336.42 feet to the TRUE POINT OF BEGINNING;

thence continuing along the arc of said 840.00 foot radius curve to the right through a
central angle of 14°25'02" a distance of 211.37 feet;

thence N 72°35'00" E, 300.09 feet;

thence S 17°03'29" E, 411.29 feet;

thence along the arc of a non-tangent 252.50 foot radius curve to the left from a tangent
bearing S 72°56'31" W through a central angle of 54°56'25" a distance of 242.12 feet;

thence S 17°55'07" W, 41.29 feet;

thence along the arc of a tangent 87.50 foot radius curve to the right through a central
angle of 46°09'22" a distance of 70.49 feet to the point of beginning.

Containing 2638.43 acres, more or less.

GOLF COURSE AREA

Portions of Sections 14, 15, 22, 23, 24, 26 and 27, T1SN, R19E, MDM, Vvashoe Co'..L'ity, Nevada, more particularly described as follows:

Parcel 2A of Survey Map 3150, as shov.'!1 on the plat thereof, recorded November 27, 1996, as Documer1t No. 2051794, Official Records of \Vashoe County, Nevada;

Parcels 2 a.i-td 3 of Parcel Map 3215, as shoVv'n on the plat thereof, recorded Ju."1e 2, 1997, as Documer1t No. 2104035, 0£fida1 Records of vVashoe County, Nevada;

Parcels 2A, 3A and 1B of Survey Map 3294, as shO¼'n on the plat thereof, recorded August 26, 1997, as Document No. 2128435, Official Records of Vvashoe Connty, Nevada; :-

Containir1g 551.90 acres, more or less.

EXHIBIT

"'

B

BK 5502 PG 0343

i

2 6281

When Recorded, Return To:

2 Southwest Point Association, LLC
3 % ROBERT M. SADER, ESQ.
462 Coun Street
-1 Reno, NV 89501

FIRST AMENDMENT TO ARROWCREAK DECLARATION IF
COVENANTS, CONDITIONS AND RESTRICTIONS

8 This First **amendment** is made this 1 day of La September 1997 by
9 SOUTHWEST POINT ASSOCIATION, LLC, a Delaware limited liability company.
10 ("Southwest Point"); and JAMES LEON JONES, KENNETH G. WALKER and GERALD C.
11 SMITH, Trustee, of The Nellie J. Field Trust ("Redfield Trust").

WHEREAS

13 WHEREAS, that certain Arrow Creek Vacation of Covenants, Conditions and Restrictions
14 was executed by a certain document recorded as Document No. 2145699 on October 17, 1997

15 in Official Records of the County of Washoe, Nevada; and

16 WHEREAS, the definitions of terms used in the Declaration shall have the meaning as
17 used herein.

18 NOW THEREFORE, Redfield Trust and Southwest Point Association amend the Declaration as
19 provided herein, pursuant to Article X, Section 4 of the Declaration, which provides that the
20 Declaration may be amended by not less than a majority of the owners of lots and equivalent lots in
21 the subdivision. Redfield Trust and Southwest Point Association, more than a majority of one and
22 the same persons in the subdivision.

A new Section 6, Article VIII shall be added to the Declaration, as follows:

Section 6. PLIANT 1.1. SOUTHWEST POINT ASSOCIATION, LLC
Southwest Point Association shall record in the public records of
Washoe County, Nevada, the following full plat within the
subdivision (collectively, the "Plat Maps") which are affected by the
amendment described in this Section 6:

Tract Map 3461, recorded on October 17, 1997 as
File No. 2145697;

CSM070803 Print Assembled CCR to
December 9, 1998

17

21

c:.u:wKICftil,.....

Description: Washoe, NV Document-DocID 2286281 Page: 3 of 5
Order: 7811-KAS CCR Comment:

STATE OF NEVADA)

) ss.

2 COUNTY OF WASHOE)

3 I, DINGMAN, do hereby acknowledge before me on 1/1/1998 by JEFFERY
DINGMAN as Trustee of SOUTHWEST POINTE ASSOCIATES, L.C., a Delaware limited

4 liability =
5
6 (CHERYL L. BAUER)
7 Notary Public - State of Nevada
8 My Commission Expires October 9, 2001

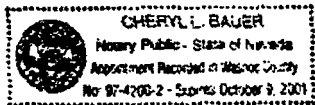
NOTARY:

10 STATE OF NEVADA)

) ss.

11 COUNN' OF WASHOE)

12 This instrument was acknowledged before me on 1/4/98 by CLAUDIA
13 TROISI as Trustee of SOUTHWEST POINTE ASSOCIATES, L.C., a Delaware limited
14 liability company.



NOTARY:

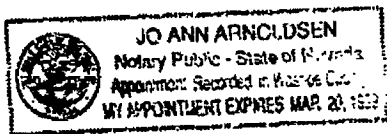
Cheryl L. Bauer

16 STATE OF NEVADA)

) ss.

17 COUNTY OF WASHOE)

18 I, JO ANN ARNOLDSEN, do hereby acknowledge before me on 1/1/1998 by HELEN JEM
19 JONES as Trustee of THE ELLIOTT J. REDFERN TRUST.

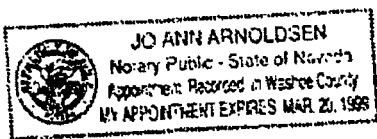


NOTARY:

1 STATE OF NEVADA)
) iii
2 COUNTY OF WASHOE)

3 This instrument was acknowledged before me on 11-15-1998 by GERALD C.
4 SMITH as Trustee of TIFENELL J. REOFIELD TRUST.

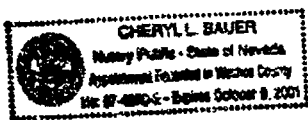
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NOTARY

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

13 This instrument was acknowledged before me on December 15, 1998 by
Gerald C. Smith as Treasurer of ARROWCREEK HOMEOWNERS
14 ASSOCIATION, a Nevada nonprofit corporation.



NOTARY: 

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22SGZ81
OFFICIAL RECORDS
WA.SHOE CO. NEVADA
RECORDED BY

93 - 1

JGE MELCHER
COUNTY RECORDER

FEE L/ OEP J7i

CHS/STANDARD New Amendment CCR by
December 9, 1998

Jl-