

# **BUCKEYE CREEK**

**Development Standards Handbook**

**139433**

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BUCKEYE CREEK

DEVELOPMENT STANDARDS HANDBOOK

Prepared For:

Sierra View Development  
and  
Douglas County,

A Political Subdivision of the State of Nevada

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BUCKEYE CREEK DEVELOPMENT

STANDARDS HANDBOOK

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The Buckeye Creek Development Standards Handbook is intended to provide standards, guidelines, conceptual designs, and general planning concepts which will guide the overall development of the Buckeye Creek community. The following handbook is divided into three separate chapters. Chapter 1 outlines the legal framework within which the implementation of the overall plan for Buckeye Creek can take place. As such, it represents an agreement or understanding between Douglas County and the project developer, Mr. John Shahin. Chapter 2 provides the specific standards or guidelines for the development of Buckeye Creek. These Standards and guidelines are to be recorded against the land itself so that the overall development of the community will be consistent, compatible, and cohesive. Chapter 3 lists the private covenants, conditions, and restrictions which the developer has provided to secure the preservation of the natural beauty of the area, and to create a community which will be convenient and enjoyable for its residents.

The Development Standards Handbook is intended to be supplemental to all federal, state, and local laws and ordinances. The standards in this handbook only apply in cases where they are more restrictive than federal, state, or local procedures.

**Chapter 1:**  
**Project Description And**  
**Development Conditions**

CHAPTER 1

PROJECT DESCRIPTION  
AND  
DEVELOPMENT CONDITIONS

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CHAPTER 1  
PROJECT DESCRIPTION AND DEVELOPMENT CONDITIONS  
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PROJECT DESCRIPTION AND DEVELOPMENT CONDITIONS

I, YVONNE BERNARD, County Clerk and Clerk of the Board of County Commissioners, Douglas County, Nevada, do hereby certify that at a regular meeting of the Board held on May 1, 1986, the Board of County Commissioners approved the application of John S. Shahin for Special Use Permit for a Planned Unit Development. Please see the Board of County Commissioner minutes attached hereto as Exhibit A. The approvals granted by the Board are subject to the following requirements, conditions, guidelines and standards for the development and construction of the Project known as Buckeye Creek, which is more particularly described in Exhibit B, attached hereto.

1.0 PROJECT DEFINITIONS

The following words and phrases as used in this Development Standards Handbook shall have the following meaning:

1.0.1 "Buckeye Creek" shall mean the Buckeye Creek Project and any portion thereof.

1.0.2 "County" shall refer to Douglas County, a political subdivision of the State of Nevada acting by and through its Board of County Commissioners.

1.0.3 "County Standards" shall mean the then established code requirements of Douglas County, Nevada, as amended

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from time to time for the construction of improvements within the Project.

1.0.4 "Douglas County Code" shall refer to the then existing adoption of the County requirements and regulations codified in the various titles of the publication, the Douglas County Code.

1.0.5 "Douglas County Public Works Director" shall refer to the individual employed by the County whose responsibilities include among other items, engineering and utility matters for Douglas County, Nevada.

1.0.6 "Developer/Owner" shall mean John S. Shahin, Sierra View Development, Inc., a Nevada corporation, Buckeye Creek Corporation, a Nevada corporation, or any successor owner of all or any part of the Exhibit "A" real property.

1.0.7 "Initial Map" shall mean the first subdivision map prepared by the Developer creating 30 separate parcels which are co-existent with the various land use zones in the Project, which Initial Map will not require any improvements and which will not allow construction or further division without subsequent maps and/or permits.

1.0.8 "Present Master Plan" as used herein shall refer

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to the Douglas County General Plan 5 P.C. as amended on January 10, 1985.

1.0.9 "Pass-Through Recapture" shall mean the method through which the Developer is reimbursed for all of the costs of creating a water appropriation and distribution system and a wastewater collection and treatment system. Such methods shall include but not be limited to connection fees at less than the par rate until the total cost is reimbursed to the Developer and the payment to the Developer of a portion of the connection fees charged to third parties for connection to the system constructed by Developer as detailed in Sections XII and XIII hereof.

1.0.10 "Project" shall mean the initial final map consisting of thirty (30) parcels as the same may be expanded from time to time.

1.0.11 "Project Densities" shall be defined to be those densities that are based on gross acreages instead of development densities which will be based on net acreages. Nothing herein contained shall be construed as a tacit approval allowing the construction of units based on gross acreage densities.

1.0.12 "Project Infrastructure" shall be defined to be those improvements necessary to provide community services to a phase or sub-phase of the Project, including a water appropriation and distribution system, wastewater collection and treat-

ment system, roadways, streets, sidewalks, curb and gutter, intersections, street lights and generally all utility lines and extensions.

1.0.13 "Public Works" shall mean the Public Works Department of Douglas County, Nevada.

1.0.14 "Service Level C" shall mean the roadway loading capacity relating to the value and average daily trips as established by the Nevada Department of Transportation from time to time.

#### 1.1 PROJECT CHARACTERISTICS

Buckeye Creek (hereinafter sometimes referred to as the Project) is planned as a mixed use development within the Single Family (R-1), First Estates (E-1), Limited Multiple Residential (R-2), Multiple Residential (R-3), Limited Commercial (C-1), and Farm, Forestry and Open Space (A-4) zones, together with all of the uses accessory to and customarily incidental to these zones as provided for in the Douglas County Code. The overall Project densities for the various types of land use are set forth in Exhibit C, attached hereto and incorporated herein by this reference.

Based on the present Master Plan, the project contains 179 acres of R-1 zoned area, 107 acres of E-1 zoned area, 104 acres of R-2 zoned area, 96 acres of R-3 zoned area, and 35±

acres of C-1 zoned area in addition to 209 acres which are zoned A-4. The Project will also contain school sites, parks, recreational areas and other accessory uses customarily incident to such a multi-use residential community, as defined within this document or the Douglas County Code.

1.2 ADMINISTRATION OF PROJECT DEVELOPMENT

The Project shall be developed in accordance with the approval by the Douglas County Board of Commissioners with the following characteristics and requirements:

1.2.1 Mapping Procedures: Over the build-out life of the Project, Buckeye Creek shall proceed to subdivide the Project into its various lots, building sites, units, condominiums, commercial sites, streets and open area in accordance with this paragraph.

The initial map filing by Buckeye Creek shall be for the purpose of subdividing all of the land described in Exhibit B into approximately 30 parcels based on the Master Plan, consisting of commercial areas, single family residential areas, multi-family residential areas, and recreational and open space areas. The recordation of the initial final map shall not entitle Developer to the issuance of any building permits for residential structures until a subsequent tentative map is approved by the County. The process of tentative and final subdivision maps will be utilized for creation of parcels and lots except where it is

convenient and appropriate to utilize the parcel map process. The initial map filing shall depict the proposed locations for roadways, recreational facilities, and ingress and egress to the Project from existing roads. No improvements or security will be required for the recording of this initial map and no building permits will be allowed unless and until improvements for access, utilities, etc. are either fully constructed or secured for as required pursuant to the provisions of this Development Standards Handbook.

The subsequent maps filed by Buckeye Creek shall be tentative and final subdivision and/or planned unit development maps for phase one of the Project or portions thereof showing the proposed location of the land uses set forth herein and lots within phase one. The improvements required for each of the various phases shall be secured or completed as required under Section 1.2.3. This filing shall include an estimated Project phasing schedule in accordance with Section 1.2 hereof.

Successive maps for other phases or portions of phases within the Project shall proceed in the same manner set forth above, unless Douglas County and Buckeye Creek mutually agree to an alternative procedure which complies with all federal, state and local requirements. Nothing herein shall restrict the overlapping of phasing and concurrent development so long as Buckeye Creek adheres to the terms of this Development Standards Handbook and Section 1.15.

Any and all parcel maps utilized to subdivide shall be subject to this Development Standards Handbook and to any tentative or final map or maps previously approved for the Project containing the subject site. It is agreed that any parcel map shall be subject to tentative map type conditions. After a parcel map or tentative map is approved, Buckeye Creek may submit construction drawings and specifications for approval, obtain permits and commence construction of Project infrastructure. When there is adequate fire protection provided to the building sites and after recordation of a final map, Buckeye Creek may apply for building permits in accordance with the Douglas County Code, provided however that the Certificates of Occupancy shall not be issued until the completion of the Project Infrastructure attributable to the phase or subphase in question. No sales of lots or occupancy of buildings shall be allowed until a final map is recorded for the phase or sub-phase in question.

1.2.2 Utility Connections: Within the Project, utilities, including telephone, gas, cable television, and electrical power, shall be provided by Buckeye Creek to each building site or dwelling unit and shall be placed underground to each lot or parcel line.

1.2.3 Final Map Financial Assurance: The approval of the several anticipated final maps on each phase of the Project, but not the overall initial filing, shall required a letter of credit, set-aside letter, or other guaranty satisfactory to Douglas County to insure completion of all or any portion of the

public improvements within such phase equal to 150% of the estimated construction costs for such improvements as approved by the Douglas County Public Works Director. Buckeye Creek, at its discretion and option, may install any such public improvements within any phase prior to the recordation of that phase's final map in lieu of posting such letter of credit or other security. Public improvements may include streets and sewer, electrical, telephone, water and gas lines where the same are offered for dedication to a public or quasi-public agency or body. Those private improvements in the nature of optional recreational amenities which are subject to Nevada Real Estate Report requirements such as swimming pools, spas, tennis courts, parks, bike paths, pedestrian paths, etc., will be secured as required by State statute.

1.2.4 Restrictive Covenants: Prior to filing the final map for each phase of the Project, Buckeye Creek shall prepare and submit to the Douglas County Staff, conditions, covenants and restrictions (CC&R's), if any, intended to apply to the property contained within that phase of the Project.

1.2.5 Home Owners Association: The parties acknowledge that there shall be one or more associations whose responsibilities shall relate, among other items, to the internal road system, maintenance, and marketing and advertising.

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1.2.6 Discontinuance: Should Buckeye Creek for any reason be unable to meet conditions or requirements of this Development Standards Handbook or for any reason find the Project uneconomical or impractical to continue after completion of a phase of development, Buckeye Creek may suspend all further and future phases of the Project at its option. After such discontinuance, the balance of the Project shall require reapproval by the Board of County Commissioners of Douglas County as a new project before any action or development is recommenced by Buckeye Creek. Nothing herein contained shall be construed to allow the Developer to abandon or fail to complete a phase, sub-phase or portion of the Project prior to the full completion of that phase, sub-phase or portion of the Project.

1.2.7 Expiration by Inaction: The Project shall be diligently pursued and the approvals referenced above, if no extension has been granted, shall expire if the first final map for property within Phase One or a sub-phase of Phase One of the Project is not recorded by July 1, 1989. In such event, Buckeye Creek must make reapplication to the Board as if it were a new project. Subsequent final maps for additional development phases or sub-phases must be recorded within two (2) year intervals unless extended.

1.2.8 Further Covenants: The Board of County Commissioners of Douglas County shall not require payments, contributions or economic concessions as a condition for approvals,

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authorizations or permits contemplated within or by this Development Standards Handbook other than as provided herein, except for taxes, fees or other charges applied on a uniform basis by Douglas County to all development projects.

1.2.9 Mutual Cooperation: Douglas County shall cooperate with Buckeye Creek to obtain all necessary approvals, permits and rights-of-way, and to meet other requirements which are or may be necessary to implement the intent of the Project approval and this permit. Nothing contained within this paragraph, however, shall require Douglas County or its employees to function on behalf of Buckeye Creek or be deemed to relieve Buckeye Creek from normal developer responsibilities. The foregoing shall not prohibit or exclude Douglas County or its employees from dealing directly or making application directly to other governmental agencies where it is appropriate to do so on behalf of Buckeye Creek. Any costs associated with applications shall be the responsibility of Buckeye Creek.

1.2.10 Modifications: The Board of County Commissioners of Douglas County and Buckeye Creek acknowledge that in the administration of the development contemplated by this Development Standards Handbook, alterations and modifications of this Handbook may be necessary due to changes in technology, construction practices, economic trends or other presently undefinable changes. In light of such changes, the parties agree to consider alteration and/or modification of this Development Standards

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Handbook in accordance with the Douglas County Code, provided that no alterations or modifications shall contravene the conceptual intent of this Handbook or the approval given by the Douglas County Board of County Commissioners on May 1, 1986. Modifications which are ministerial in nature may be handled by the Douglas County Public Works Director, whereas modifications which are substantial shall be submitted to the Board of Commissioners for formal approval. Ministerial modifications may typically involve engineering changes such as change in pipe size and minor roadway changes, while substantial modifications are those that would alter the project intent or master plan such as a change from apartments to commercial or the re-alignment of a major collector street.

Nothing herein contained shall be deemed to obligate the Board of County Commissioners to approve any requested modification or alteration.

### 1.3 ARCHITECTURAL GUIDELINES

The architectural guidelines governing the Project are included in the Technical Guidelines set forth in Section 2.3 of this Handbook.

### 1.4 LANDSCAPE GUIDELINES

Landscaping and revegetation within the Project shall be in accordance with the Technical Guidelines set forth in Section 2.7 of this Handbook.

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The guidelines insure that revegetation practices on the Project will include the utilization of plants with emphasis on adaptability, functionability, and practical availability.

1.5 GRADING EROSION CONTROL AND DRAINAGE GUIDELINES

All grading, erosion control, drainage, and slope stabilization work shall be detailed on plans submitted with each construction permit application for any phases or sub-phases of the Project. All plans for grading, drainage, erosion control and slope stabilization will be submitted to and reviewed by the Douglas County Public Works Department in accordance with the guidelines set forth in Sections 2.5, 2.6 and 2.8 of this Handbook.

1.6 ENERGY STANDARDS

Energy conservation for construction in Buckeye Creek shall conform to the requirements and procedures as set forth in "Energy Conservation Standards for New Building Construction" prepared by the Office of Community Services (OCS), State of Nevada (10-01-83), as amended. The standards, or any other state standards which may be in effect at a future date, together with design methodologies are set forth in Section 2.14 of this Handbook. As practicable, the Project shall encourage the use of passive solar aspects of construction.

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Project phasing and the interrelationship of Project infrastructure are projected in Section 2.22 of this Handbook, attached hereto and incorporated herein by this reference. The phases and subphases are premised upon economic and marketing projections which may prove to be inaccurate as the Project develops. Likewise, demands on infrastructure components may fluctuate due to a present inability to forecast specific economic or physical conditions. Therefore, Buckeye Creek will submit updated technical reports on affected areas of the Project for review by Douglas County Public Works Department as significant changes occur in these systems and as needed for specific Project review prior to subsequent tentative map approvals in accordance with Section 1.15.

1.7.1 SUB-PHASES. Due to the size of the Buckeye Creek Project, it may become necessary to proceed with one or more sub-phases of the phases established in Section 2.22 of this Handbook. Notwithstanding the potential utilization of sub-phases, infrastructure threshold requirements will be equally applicable to any sub-phase.

In the event that the Developer or any successor in interest should desire to develop a phase or a sub-phase that is not contiguous to the then established and existing phases of the Project (hereinafter an "out-of-phase" development) then such out-of-phase development will be required to extend all utilities

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and infrastructure to the out-of-phase development site. All infrastructure threshold requirements will remain in full force and effect for such out-of-phase development.

1.8 PUBLIC SAFETY COMPONENTS. All building construction shall be in accordance with Nevada and local fire codes. After recordation of the initial final map, Developer shall prepare and file a parcel map creating a three (3) acre parcel in the Public Use zone of Parcel 8 as shown on the initial tentative map. The 3-acre parcel shall be gifted to the County for use as a location for future law enforcement and fire protection facilities. The 3-acre parcel shall be provided with utilities, including water, sewer, gas, power and telephone, and frontage on East Valley Road.

The standard fire fee of \$400.00 per residential unit shall be paid on all construction in the Project at the time of the recordation of a final map for a phase or sub-phase. The Developer will be subject to any future County-wide fee mitigating impacts on law enforcement in Douglas County. Except for taxes, fees or other charges applied on a uniform basis to all developments in Douglas County, Nevada, no additional costs, fees or improvements will be required to be paid except as set forth herein.

1.9 GIFTING OF SCHOOL SITE

The Developer has previously made arrangements accept-

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able to the Douglas County School District for gifting elementary school sites to the Douglas County School District. Such action is voluntary on the part of the Developer since Nevada State Statute precludes a governmental body from compelling dedication.

Sewer, water, electricity, gas and roadway access to a standard of service level "C" will be provided to the sites by Buckeye Creek when development is proceeding within the same phase as the school is located. The Douglas County School District may at its sole expense and option, provide utility service and access sooner if desired.

1.10 RECREATIONAL COMPONENTS

The recreational facilities within the project will be constructed in accordance with the Project Phasing Schedule set forth in Section 2.22 of this Handbook. Facilities will include a golf course, open space linkages, neighborhood parks, bicycle paths, pedestrian walks, and assorted sports fields.

1.11 PROJECT WASTEWATER SYSTEM COMPONENTS

A wastewater facility plan will be developed for the Project to be approved by both the State of Nevada and Douglas County prior to recordation of any final map.

Prior to the issuance of a certificate of occupancy for the first residential unit, Buckeye Creek will obtain the required County and State authorizations of plans and construct

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to Nevada EPA and Douglas County Public Works specifications a wastewater collection and treatment facility for the current approved phase or subphase capable of component growth on a phased basis, together with a land application and reservoiring site and program. Guidelines set forth in Section 2.19 of this Handbook will be followed and adhered to, as well as the "Recommended Standards for Sewage Works" 1978 Edition, prepared by the Great Lakes-Upper Mississippi River Board of State Sanitary Engineers.

Buckeye Creek shall be entitled to "pass through recapture" for all costs incurred by Buckeye Creek in the acquisition, construction and financing of the wastewater treatment facility and collection system or, alternatively, shall be entitled to connect by payment of twenty-five percent (25%) of the then applicable connection fee charge for the number of connections available within the wastewater treatment system. In the instance of a third party connecting to the system, Buckeye Creek shall receive from the operator of the wastewater treatment system seventy-five percent (75%) of the then applicable connection fee charge for each third party connection made to the system.

At the completion of each phase or subphase of the wastewater treatment facility, the Developer shall offer to the County for dedication the system recently completed, which dedication shall be a continuing dedication and subject to the provisions of this document.

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In the event that the County takes over the ownership, operation and maintenance of the wastewater treatment facility, the County and Developer will enter into an agreement detailing the terms of such transfer including but not limited to the cost recapture provisions set forth herein; the prorata cost sharing of future expansion of the system and providing the Developer the assurance that the Developer can build-out its Project assuming the payment of expansion costs and compliance with the terms of this document.

In no event shall Buckeye Creek be entitled to a recapture pass-through, through connection fee credits or payments of an amount greater than its costs as set forth above.

#### 1.12 PROJECT WATER SERVICE COMPONENTS

Prior to the issuance of building permits, the Developer must provide water service supplying adequate fire flows to the construction site as determined by the East Fork Fire Protection District.

Prior to the issuance of a certificate of occupancy for any unit in Phase 1, Developer, shall construct a water system necessary to serve that subphase of Buckeye Creek then under construction. Project water service components will follow the guidelines set forth in Section 2.21 of this Handbook, as well as the "Recommended Standards for Water Works" prepared by the Great Lakes-Upper Mississippi River Board of State Sanitary Engineers.



1.12.1 Consumptive Use: Developer shall dedicate to the water system such water rights as approved by the State Engineer that are required to serve the actual consumptive water needs of the Project on a phased basis (based upon metered consumptive use). The consumptive use for the Project shall be initially determined and established in Phase 1 for the next phase(s) of the Project, and appropriately adjusted thereafter based upon continuing metered use. All water uses within the Project shall be fully metered and water conservation devices shall be required in all structures. The final amount of water actually consumed by the Project shall be evidenced by certificate of appropriation as issued by the Nevada State Engineer.

Upon completion of each Phase or Subphase of the water appropriation and distribution system, the Developer will offer for dedication to the County such Phase or Subphase of the system recently completed, which dedication shall be a continuing offer of dedication and subject to the provisions of this document.

1.12.2 Dedication: At the recordation of a final map for a phase of the Project, Developer shall grant, commit and dedicate to the water system serving the project sufficient water rights to serve that phase of the Project. At completion of each phase of the water appropriation and distribution system, Developer shall offer for dedication the water system and water rights then appurtenant to the water system to Douglas County, together with all equipment

and appurtenances used for diverting, appropriating, purifying and delivering potable water to all of the various uses within Buckeye Creek. It is the intention of Developer and the County that Developer dedicate to the County only those water rights which are necessary to adequately serve the Buckeye Creek project.

1.12.3 Use of Water: Nothing in this Development Standards Handbook shall be construed to allow Douglas County to utilize water or water rights dedicated as envisioned hereunder to serve customers other than those in Buckeye Creek. The intent is that Buckeye Creek is to have the right to demand service for any and all of the water rights dedicated hereunder for delivery within the Buckeye Creek project. Except for failure to pay the appropriate monthly service charges, Douglas County shall not under any circumstance suspend, discontinue, interrupt, refuse to extend or in any fashion refuse water service to any portion of Buckeye Creek in which the water facilities and water rights have been provided by or for the account of Buckeye Creek.

Buckeye Creek shall be entitled to "pass through recapture" for all costs incurred by Buckeye Creek in the acquisition, construction and financing of the water treatment and distribution system or, alternatively, shall be entitled to connect by payment of twenty-five percent (25%) of the then applicable connection fee charge for the number of connections to the water system equal to the service capacity of the water rights dedi-

cated to the water utility or to Douglas County pursuant to paragraph 1.12.1. In the instance of a third party connecting to the system, Buckeye Creek shall receive from the operator of the water system seventy-five percent (75%) of the then applicable connection fee charge for each third party connection made to the system.

In the event that the County takes over the ownership, operation and maintenance of the water appropriation and distribution system, the County and Developer will enter into an agreement detailing the terms of such transfer including but not limited to the cost-recapture provisions set forth herein; the providing of Developer assurances that all water rights contributed by the Developer to the system are to be used solely for the benefit of the Developer insuring to Developer the ability to build-out its Project assuming the payment of expansion costs and compliance with the terms of this document; and prorata cost sharing for future expansion if the County serves other developments with water rights acquired from sources other than the Developer. Nothing herein shall preclude the combination of water systems by the water servicing entities, so long as there is no use of Buckeye Creek water rights for projects other than Buckeye Creek.

In no event shall Buckeye Creek be entitled to a recapture pass-through, through connection fee credits or payments of an amount greater than its costs as set forth above.

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1.12.4 Contract Warranties: Buckeye Creek, upon acceptance of dedication, shall assign, transfer and deliver to Douglas County, as the operator of the water system, any and all contract rights of any nature relating to the water treatment and distribution facilities and equipment.

1.12.5 Infrastructure Reimbursement: If, through the requirements of this documents or subsequent County approvals, Developer is required to construct public infrastructure improvements which are subsequently utilized by other developments, then the Developer may request from the County Board of Commissioners a prorata reimbursement for all costs incurred by Developer in the design, acquisition, construction and financing of the improvement.

The Developer shall submit a detailed list of costs to the Public Works Director. The prorata reimbursement shall be based upon a determination by the Douglas County Public Works Director and imposed by the Board.

### 1.13 TRANSPORTATION IMPROVEMENT COMPONENTS

1.13.1 Internal Project Roads: All internal roads within the Project will be designed in accordance with all County Standards. Roadway capacity ratios will be monitored by Buckeye Creek and the County pursuant to a monitoring program approved by the County. Buckeye Creek will provide to the County an annual report on the monitoring program.

1.13.2 Transportation Component Participation.

Buckeye Creek will participate in the improvements or upgrading of roadways and intersections within the Project and on a prorata basis as set forth herein. To the extent of internal project road improvements required and the determination of the prorata participation shall be based upon the impact of existing traffic generated from the Project, plus the impact of the necessary proposed phase or sub-phase of the Project, if an approval is being requested when taken in light of the total traffic from all sources. The percentage of prorata participation by Buckeye Creek for internal project road capacity improvements will be determined by the Public Works Director.

All internal roadway traffic improvements will be designed to maintain a service level "C" as defined by the Department of Transportation of the State of Nevada. When a roadway or intersection within the Project reaches 75% of the volume/capacity of the roadway or intersection in question, Buckeye Creek will be responsible for its prorata share of improvements or post security as required by Section 1.2.3 for its prorata share.

At each tentative map request by Buckeye Creek, a traffic analysis will be prepared and submitted to Douglas County. This analysis will describe the existing traffic flows within the project. The analysis shall evaluate the service levels of the roadways and intersections establishing the origin of the traffic flows so as to provide the basis upon which the prorata share of

improvements attributable to the Project can be based. In addition to the then existing traffic, the analysis shall calculate the projected impact of the development within the proposed tentative map for the next phase or sub-phase of the Project. Once the impact of a proposed phase or sub-phase is established, the mitigation participation amount is determined, and the security required or the cash has been deposited by Buckeye Creek, the phase or sub-phase proposed under this map shall be considered approved with regard to traffic within the Project and all conditions or approval relating to internal traffic shall be deemed and considered satisfied.

In addition to the impact on internal roadways, the development of Buckeye Creek will impact the East Valley Road Toler Lane linkage to U.S. Highway 395. The amount of this off-site impact is difficult to determine, particularly in light of the uncertainty with regard to other developments would also be served by the Toler Lane linkage. The developer has undertaken to become part of an assessment district which will result in the development of East Valley Road from Toler Lane into the development.

In order to mitigate the off-site impacts of Buckeye Creek, the developer proposes to pay with each residential unit building permit requested a building permit transportation fee of \$182.00 per unit. Over the 3,302 residential units covered by the Development Standards Handbook, a total of \$603,750.00 will be generated. This represents 75% of the total cost of building

and rebuilding Toler Lane from East Valley Road to Elges and Waterloo Lane from Elges to U.S. 395. The cost also includes an allowance of \$100,000.00 for signalization of the intersection of Waterloo and U.S. 395. The estimated cost of \$60.00 per lineal foot of roadway is consistent with regional transportation estimates for reconstruction of portions of Toler Lane which have been previously evaluated as part of the regional transportation program.

The \$182.00 per residential unit would be initiated with the recordation of the first final map where residential units or residential lots were created. From that point, the \$182.00 per residential unit would be adjusted annually for inflation. This adjustment would be equal to the consumer price index for the twelve-month period beginning each year on the anniversary of the first final map, not to exceed a maximum annual increase of 5% of the prior year's building permit transportation fee. This fee will be considered to fully satisfy off-site traffic impacts of the Project as described in this handbook.

Douglas County, at its sole option and discretion, may elect to utilize the Buckeye Creek participation funds paid by Buckeye Creek or posted by Buckeye Creek for improvements to any county roads directly servicing the Project, provided that in no circumstance may the basis for establishing the prorata participation as set forth above and as determined prior to the phase or

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sub-phase be utilized repetitively for purposes of assessing a participation by Buckeye Creek.

1.13.3 Internal Road Maintenance: All internal roads will be perpetually offered for dedication and if not accepted by Douglas County for dedication will be maintained by Buckeye Creek and/or any property owner association established for the management of the Project or portions thereof.

1.13.4 Road Improvement District: Douglas County may, at its sole discretion, establish a road improvement district (local assessment district) pursuant to Chapter 271 of the Nevada Revised Statutes and in such event will undertake to construct East Valley and Buckeye Road as described in Section 2.17 of this Handbook.

#### 1.14 PROJECT CONSTRUCTION REQUIREMENTS

All construction on the Project shall be done in accordance with the Uniform Building Code as adopted by Douglas County and all other applicable state and local codes, ordinances and statutes. To the extent that the provisions of Sections 2.1 through 2.21 of this Handbook are in conflict with the standards for construction set forth in any Douglas County ordinance or applicable state or federal law, the ordinance, state or federal law shall prevail except where these provisions are more stringent and then the Exhibit F provisions of Sections 2.1 through 2.21 of this Handbook will prevail.

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During all phases of construction, Buckeye Creek shall establish a material storage and marshalling area to minimize deleterious effects to the Project site resulting from scattered material and equipment storage.

1.15. ASSESSMENT COMPLIANCE STATEMENTS

16.1 With the submittal of each tentative map and/or every two (2) years a compliance statement shall be provided to the County enumerating compliance with the conditions hereof and indicating the continued and diligent work being done toward completion of that project phase or sub-phase. Should the application not be in compliance with these Development Standards Handbook, the attached compliance statement shall note the difference(s) from the conditions, the reasons for the differences, and any measures proposed to mitigate identified adverse impacts. The Douglas County Public Works Department shall review the completed application and the attached compliance statement and provide its comments to the Board of County Commissioners relative to the attached compliance statement and the conditions hereof within the time frame required pursuant to Nevada law. All applications will be processed within the prescribed time frames of Nevada Statutes and Douglas County Ordinances.

1.16 ENFORCED DELAY, EXTENSION OF TIME OF PERFORMANCE

In addition to specific provisions of this document, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection,

strikes, walkouts, riots, floods, earthquakes, avalanches, inclement weather, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance. If written notice of such delay is given to Douglas County within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation.

1.17 APPLICABLE LAW

This Handbook shall be construed and enforced in accordance with the laws of the State of Nevada and Douglas County, Nevada. Nothing herein contained shall be deemed to contravene applicable County, State or Federal law.

1.18 HOLD HARMLESS AND INDEMNIFICATION

Buckeye Creek hereby agrees to, and shall hold Douglas County, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for property damage which may arise from Buckeye

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Creek or Buckeye Creek's contractors, subcontractors or by any one or more persons directly or indirectly employed by, or acting as agent for Buckeye Creek, or any of Buckeye Creek's contractors or subcontractors. Buckeye Creek agrees to and shall defend Douglas County, and its elective and appointive boards, commissions, officers, agents and employees, from any suits or actions at law or in equity for damage caused or alleged to have been caused by reason of the aforesaid operations.

1.19 PROJECT AS PRIVATE UNDERTAKING

It is specifically understood and agreed by and between the parties hereto that the Project is a private development and no partnership, joint venture or other association of any kind if formed by this Development Standards Handbook. The only relationship between Douglas County and Buckeye Creek is that of a governmental entity regulating the development of private property within the parameters of applicable law and the owner of such private property.

1.20 FURTHER ASSURANCES

In the event of any legal action instituted by any third party or other governmental entity or official challenging this Development Standards Handbook, Douglas County and Buckeye Creek shall cooperate and use their best efforts in defending any such action.

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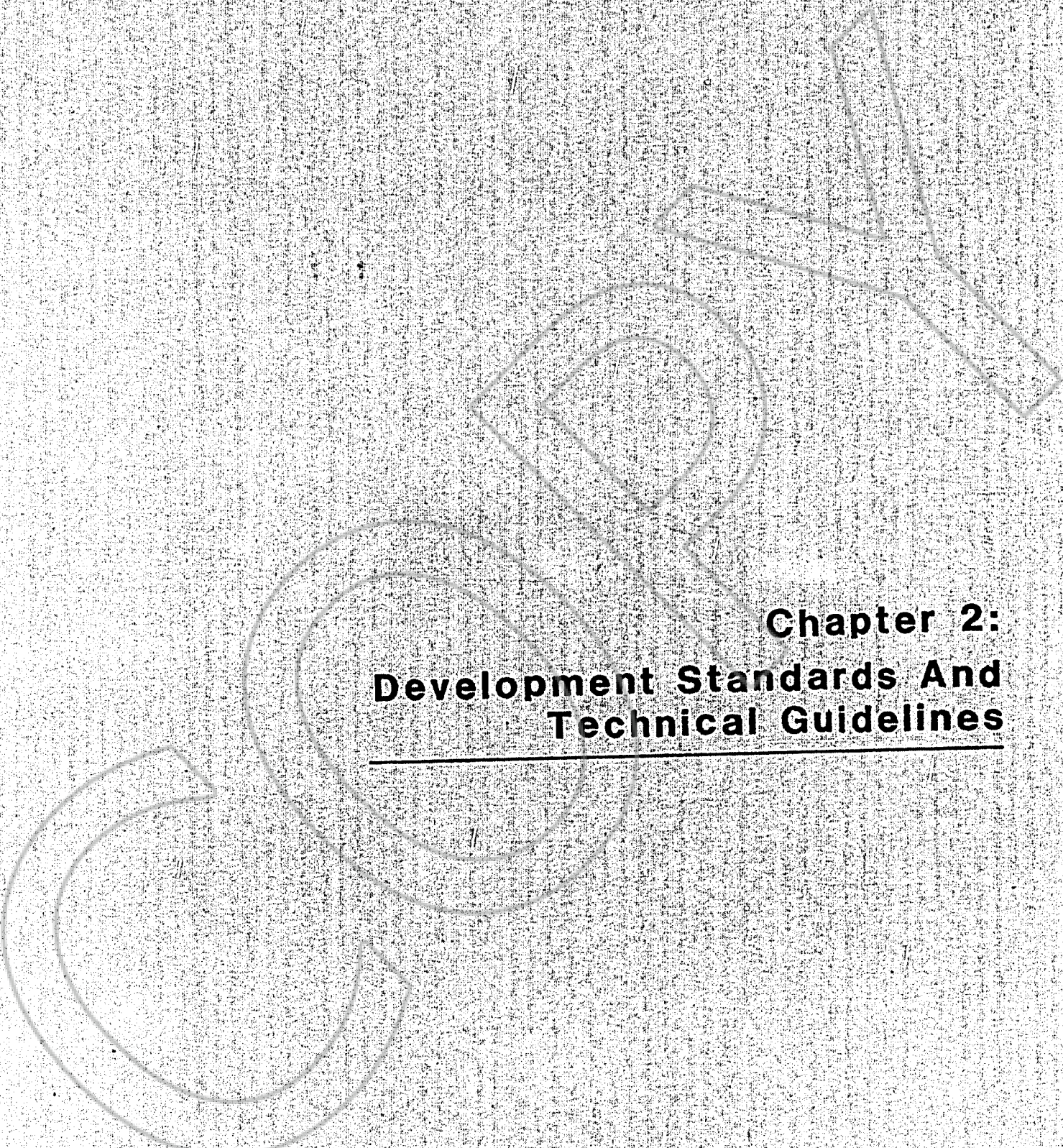
All of the property described in Exhibit B comprising the Buckeye Creek Project shall be held, conveyed, encumbered, developed, improved and enjoyed subject to the terms of this Development Standards Handbook. This Development Standards Handbook as long as it is in effect shall be an equitable servitude which shall run with the Project and the Exhibit B land and be binding upon all persons having or acquiring an interest in the Project. Each of the limitations, uses, obligations, rights, benefits, and restrictions herein contained shall be construed as a covenant running with the land and equitable servitude to insure the integrity of the Buckeye Creek Project master planned community.

This Development Standards Handbook is intended to contain, define, delineate, modify and expand upon all of the conditions attendant to Douglas County's approval as set forth in Exhibit A for the Special Use Permit, Resolution of Intent and zone changes for the development application of Buckeye Creek. Such approval was granted pursuant to Douglas County Ordinance Chapter 17 and NRS Chapters 278 and 278A and, as such, Douglas County and Buckeye Creek acknowledge that the approval under and by virtue of such statutory provision creates a new development made with requirements and characteristics consistent with the terms and conditions of this Development Standards Handbook for Buckeye Creek as a whole on the conditions approved by Douglas County. No other Special Use Permit or zone changes, except for the

wastewater treatment plant, effluent disposal and water tank or reservoir site, are to be required to implement the Project or its component parts as the same is approved and contained in the approval and conditions set forth by the Douglas County Board of County Commissioners on May 1, 1986, although Buckeye Creek at its option may request site zone changes with its tentative map applications.

Effective this 17th day of July, 1986.





**Chapter 2:  
Development Standards And  
Technical Guidelines**

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CHAPTER 2

DEVELOPMENT STANDARDS  
AND  
TECHNICAL GUIDELINES

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Site work shall be accomplished in accordance with generally accepted good construction practices and all applicable codes of Douglas County at the time work is commenced. Work shall reflect use of methods, materials and equipment which are safe and suitable for the intended purposes.

### 2.1 CONSTRUCTION PRACTICES

A Construction Plan in accordance with Section 2.03 of these Guidelines shall be submitted with any Major Grading Permit application. A major grading permit shall be a permit for any area greater than one acre. Such plan, in general, shall consider the following elements:

1. Disturbances - vegetation and soil disturbances, stabilization of and mitigation.
2. Utilities - confinement to a single corridor when possible.
3. Vegetation - all vegetation not to be removed shall be protected.
4. Paved Areas - shall be constructed before or concurrently with the completion of buildings.
5. Dust Control - All disturbed areas will be watered or treated to prevent soil movement.
6. Pollutants - chemicals, fuels, lubricants, raw sewage, and other harmful wastes shall not be discharged onto the ground or into or along side streams, impoundments or channels leading thereto.
7. Site Clean-up - the project site shall be kept in a clean and orderly condition during construction. Refuse storage areas and containers shall be provided.

### 2.2 CONSTRUCTION PLAN

The plan will specify the manner and scheduling of activities involving the construction of facilities, grading, filling, or removal of vegetation including the limits of disturbance.

The plan will provide for ensuring proper consideration of surface water management, erosion control, vegetation protection, and public nuisance when any construction or grading activity is contemplated. The methods and procedures for construction and the

construction schedule will be included. Revisions in the proposed project must be accompanied by revisions in the construction plan as necessary.

## Plan Contents

1. An accurate plot plan showing existing and finished grade contours at a 1 foot interval; the exterior boundaries of the property on which the construction or other disturbance is to be performed; elevations, dimension, and location of proposed construction or other disturbance; and the location of stream environment zone boundaries.
2. Temporary and permanent soil and slope stabilization and revegetation.
3. Proposed drainage and infiltration facilities.
4. A schedule showing when each stage and element of the project will be completed, including estimated starting and completion dates.

### 2.3 CONSTRUCTION RESTRICTIONS

1. The construction site boundary shall be defined in the construction plan and staked on the construction site.
2. Removal of vegetation, compaction of soil, and grading shall be minimized.
3. Excavated materials and construction materials shall be stored within the perimeter of the construction site boundary.

### 2.4 MITIGATION MEASURES

1. Rehabilitation and clean up of the site following construction must include:
  - a. Removal of all construction wastes and debris;
  - b. Restoration of natural topography;
  - c. Revegetation of disturbed sites; and
  - d. Periodic inspection and maintenance to assure the rapid restoration of the disturbed areas.

## 2.5 SITE GRADING

### General

Grading (all cuts and fills) will conform to recommendations of a qualified Engineer and approved by Douglas County Public Works Department, and will comply with the UBC, 1985 edition, or later edition as adopted by the County.

Grading near vegetation that is to remain permanent is discouraged.

### Finish Grading

Finish grading on site areas shall be established by final plans and specifications approved by Douglas County. Finished surfaces shall be finished true to line and grade and represent a smooth, compacted, and nonyielding surface that will readily drain.

### Drainage

Grades shall not be designed which direct a concentrated flow of surface drainage over existing or proposed slopes.

### Compacted Fill

Fill material shall be free of debris, rubbish, and rocks which affect the compactibility or stability of the compacted fill.

All fill material shall be placed in layers of eight inches or less in loose thickness and compacted with approved equipment to meet the requirements of Douglas County ordinances or 90 percent (90%), whichever is greater. Field density tests shall be performed to determine relative compaction of each layer of fill. These tests shall be performed in the compacted material below the disturbed surface.

Where the field moisture and density tests indicate that the required moisture content and/or compaction of any layer of fill has not been attained, the particular layer shall be reconditioned to the required density prior to placing additional fill material.

No fill material shall be placed, spread, or rolled while it is frozen or thawing or during unfavorable weather conditions. When work is interrupted by heavy rain or snow, fill operations shall not resume until it is determined that the moisture content and density of the previously placed fill are as specified.

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Structural Stabilization

General

All disturbed areas within Buckeye Creek shall be stabilized using either revegetative or structural treatments or combinations thereof. Methods of structural stabilization are delineated in this Section.

1. Slopes that exceed an angle of 2 horizontal to 1 vertical (2:1) shall only be permitted upon approval of the Douglas County Public Works Department after consideration of appropriate mitigation measures.
2. None of the structural stabilization methods presented herein provide surface protection to bare soil. Therefore, newly disturbed areas which have structural stabilization measures in place shall also utilize appropriate soil surface stabilization methods such as revegetation.
3. Structural and vegetative stabilization shall be installed immediately upon completion of final grading on all disturbed areas, unless otherwise permitted by the Douglas County Public Works Department.
4. Drainage diversions shall be installed at the top of all slopes where surface run-off may flow uncontrolled over the slope face.
5. The toe of all slopes shall be protected from erosion by surface run-off and mechanical undercutting with drainage facilities, mechanical stabilization, or other means.
6. Design specifications and construction plans for stabilization structures described in this section shall be prepared by a qualified Engineer and approved by the Douglas County Public Works Department on a site specific basis.
7. Structural stabilization standards discussed herein shall not be used to alter or improve any existing off-site, channelized run-off which passes through the project area. Alteration of any such channelized waterway shall be made on a site specific basis by a qualified Engineer and is beyond the scope of these standards.

# Native Rock Retaining Wall

## Definition

A low gravity wall constructed of rock materials native to the Buckeye Creek area or other rock material approved by Buckeye Creek.

## Purpose

To provide an aesthetically attractive method for physically stabilizing a slope.

## Applicability

The design described below should be used for low gravity walls up to about 5 feet in vertical height on slopes which are steeper than 2:1 and cannot be regraded to achieve this gradient.

## Methods and Materials

1. Remove all large rocks from the eroding slope face and stockpile on site.
2. Excavate a footing trench along the toe of the slope.
3. Place the largest rocks in the footing trench with their longitudinal axis normal to the embankment face.
4. Arrange subsequent rock layers so that each rock above the foundation course has a three-point bearing on the underlying rocks.
5. The slope of the wall shall be between 1/2:1 and vertical, depending upon the height of the wall, the height of the slope, or the width of the right-of-way, or other limitations on space.
6. Obtain fill material from the slope and place behind the rock wall. Slope above the wall shall be maintained at 2:1 or as recommended by a geotechnical engineering consultant and approved by Douglas County Public Works Department.
7. If a roadway is located at the toe of the wall, pave the roadway up to the base of the rock wall and provide roadway curb for water transport. If a roadway is not located at the toe of the retaining wall, slope the backfilled material away from the wall at 2 percent (2%) and stabilize it.

8. Revegetate the stabilized slope immediately with a method applicable to the particular site.
9. The determination of final wall height, requirements for drainage, and acceptability of rock material must be made by on-site inspection.

### Maintenance

Inspect periodically for damage caused by subsurface drainage or material sloughing. Repair as needed.

### Natural Wood Retaining Wall

#### Definition

A retaining wall constructed of natural wood planking and posts or other wood products approved by Buckeye Creek and the Douglas County Public Works Department. The wood material used should be of a density and nature to resist rot for a long life of structural integrity.

#### Purpose

Mechanical stabilization of oversteepened or otherwise unstable slopes.

#### Applicability

Natural wood retaining walls are useful for relatively small slopes of loose material which are underlain by a rigid rock base material or a firm, non-plastic subsoil with high shear strength. The firm foundation is necessary to securely anchor the wall.

#### Methods and Materials

1. Site preparation requires rough grading of the slope surface.
2. Work from the bottom of the slope toward the top as follows:
  - a. Set bottom course of wood posts into rigid base foundation material and secure with a concrete collar.
  - b. Install planking on the up-slope side of posts. Provide sufficient vertical spacing to allow drainage at the base of the wall and between planks.

- c. Backfill behind the wall with material from the slope above. Slope backfill material between wood walls at 2 percent (2%) toward the top of the lower wall.
- d. Proceed in a similar fashion up the slope to the desired height.
- e. Revegetate backfilled benches behind the walls.
- f. Install subsurface drainage as needed.

### Maintenance

Inspect periodically for damage. Repair as needed.

### Riprap

#### Definition

Broken rock, cobbles or boulders placed on earth surfaces for protection against the action of wind and flowing water.

#### Purpose

To provide an aesthetically attractive method for physical slope or drainage stabilization and erosion control.

#### Application

Riprap can be used to mechanically stabilize steep slopes or for revetments, weirs, channel linings, culvert headwalls and culvert outlet aprons. It is particularly useful and aesthetically pleasing when topsoil is compacted in and around riprap and seeded with grasses and wild flowers.

#### Methods and Materials

1. Care should be given in the design of riprap structures in areas of concentrated water flow.
2. The quality of rocks to be used in riprap must be of proper size and shape as specified in the design and will be of a material common to the local Buckeye Creek area unless otherwise approved by Buckeye Creek.
3. Use of a filter material between the riprap and underlying soil surface to prevent soil movement into and through the rocks may be required, but will depend upon the purpose and function of the structure.



4. Site preparation requires final grade of site with a foundation and supports to adequately hold riprap in place.
5. Rock material shall be placed and compacted to meet the specifications of the design.

### Maintenance

Periodic inspection of riprap structures will be necessary to determine sign of undercutting or other instability. Damaged areas shall be repaired immediately.

### Gabions

#### Definition

Large, single- or multi-celled rectangular wire mesh boxes that are filled with rock and wired together to form a protective structure.

#### Purpose

Permanent slope or drainage stabilization and erosion control.

#### Applicability

Gabions can be used to mechanically stabilize oversteepened slopes as retaining walls, or for revetments, weirs, channel linings, culvert headwalls, and culvert outlet aprons. They are particularly useful where seepage is anticipated.

#### Planning Criteria

Gabions are rock-filled baskets which when wired together form flexible, permeable, and monolithic building blocks that can be used for construction of erosion control structures. The wire baskets must be assembled and wired in position. The rock filling holds the gabions in place by gravity, but tie-backs may be used if conditions warrant additional structural strength.

#### Methods and Materials

1. Site preparation requires rough grading of the site.
2. Empty gabions are placed into position, wired together, and filled with rock.
3. Rock fill material shall be adequately compacted using dynamic or vibratory techniques.

4. Erosion and sediment control construction design should insure that foundations are properly prepared to receive gabions, that the gabion structure is securely "keyed" into the foundation and abutment surfaces, and that rock used is durable and adequately sized to be retained in the baskets, approximately 4 to 8 inches in diameter.

## Maintenance

Periodic inspection is necessary for signs of undercutting or other instability. Damaged areas shall be repaired immediately.

## Sediment Detention

### Definition

A barrier or basin formed by excavation and/or an embankment to intercept sediment laden run-off and to trap and retain the sediment.

### Purpose

The purpose of sediment detention is to intercept sediment-laden run-off and reduce the amount of sediment leaving a disturbed area in order to protect downstream drainageways, property, and rights-of-way from sedimentation.

### Application

There are two types of sediment detention structures, sediment traps and sediment basins, with each differing in purpose and capacities. A sediment trap is usually installed in a drainage-way, at a storm drain inlet, or at other points of discharge from a disturbed area, and has a drainage area of 5 acres or less. Sediment traps are used for on-site detention of sediment. In contrast, sediment basins are used below construction areas and normally are designed to handle larger capacities of run-off associated with drainage areas larger than 5 acres.

All run-off from disturbed or exposed upland areas within the project shall be routed through either sediment traps, sediment basins, or combinations thereof, before releasing to downstream watershed. Such run-off treatment will be required and maintained until such time as all disturbed areas are protected against erosion by permanent stabilization.

### Methods and Materials

1. Design and construction shall comply with State and Douglas County laws, ordinances, rules, and regulations.

2. The location of sediment detention shall be to obtain the maximum storage benefit from the existing terrain, for ease of clean-out and disposal of trapped sediment, and to minimize interference with construction activities.
3. The design of sediment detention facilities shall have sufficient capacity to carry peak run-off expected from a storm frequency consistent with the hazards involved and the expected life of said structures.
4. Sediment shall be removed from detention structures with structure restoration to its original dimensions when the sediment has accumulated to 1/2 of the design depth. Removed sediment shall be deposited in a suitable area and in a manner that it will not erode.
5. Any excavated or fill portions used in detention facilities shall have 2:1 or flatter slopes.
6. Area under embankment shall be cleared, grubbed and stripped of any vegetation and root mat. The pool area shall be cleared.
7. The fill material for embankments shall be free of roots or other wood vegetation as well as oversized stones, rocks, organic material, or other objectionable material. The embankment shall be compacted with equipment to meet specifications of the design.
8. Construction operations shall be carried out in such a manner that erosion and water pollution are minimized.
9. All pipe joints shall be watertight.
10. Sediment detention structures are attractive to children and can be very dangerous. It may be advisable to fence or otherwise make inaccessible to persons or animals all sediment detention facilities.
11. When detention structures have served their intended purpose and the contributing drainage area has been properly stabilized, the structures and resulting sediment deposits shall be removed and otherwise disposed of in such a manner that collected sediment shall not be subsequently deposited downstream from the site.
12. Upon completion of sediment detention structure, appropriate revegetation practices shall be immediately implemented.

## Buckeye Creek, General

### General

1. For reasons of channel stabilization, all existing off-site creeks or waterways that pass through the community (i.e., Buckeye Creek) shall be disturbed as little as possible and left in a natural state.
2. Buckeye Creek shall serve as a natural open space link between the community areas and the Bently Science Park, with the associated floodplain serving as active or passive park areas.
3. No habitable or commercial construction shall be allowed within the 100 year flood zone of Buckeye Creek.
4. All alterations or improvement of Buckeye Creek within the project include appropriate mitigation measures to insure channel stabilization and erosion control. Such measures shall be designed on a site specific basis by a qualified Engineer and shall be approved by Buckeye Creek.
5. All undisturbed portions of Buckeye Creek shall be kept under natural vegetation. Disturbed areas shall be immediately stabilized using the appropriate revegetation procedures discussed elsewhere in these STANDARDS.

### Maintenance

A maintenance program for Buckeye Creek shall be developed and implemented. The purpose of the program shall be to regularly remove and dispose of all debris, sedimentation, vegetation and other obstructive materials that will interfere with the proper functioning of the channel. Inspection of the waterways shall be frequent with immediate repair and revegetation of all damages.

### 2.7 LANDSCAPE GUIDELINES

#### General

A major component in the community design of Buckeye Creek will be the establishment of a landscape "character" which is compatible with the rural environment of the area. This will be accomplished by utilizing the following visual and functional standards for landscape design.

## Visual Standards

1. The general appearance of the introduced plant material should be similar to surrounding vegetation in the area.
2. Colors and textures of plant material should be limited within each phase to strengthen unity and provide a consistent theme.
3. Plant materials selected should contain a combination of fast, medium, and slow growth rates. Fast growth plants adapt quickly, provide quick cover, but have a short life span and are sometimes subject to disease. Medium growth plants take over as the faster plants begin to die out, usually after 15-20 years. They are generally more attractive and less subject to disease. Slow growth plants remain small for a long period of time, but eventually become a dominant plant type. They are highly resistant to disease, long-lived, and are not subject to the problem of wind breakage.
4. A variety of sizes should be planted to provide a more natural appearance and reflect the availability of a particular plant material.

## Functional Standards

1. Plants selected should have similar growing requirements to those already existing in the area. This reduces the problem of over-watering and shading out plants which have adapted to natural conditions.
2. In areas where screening is needed, the plants selected will be evaluated for their screening effectiveness. Evergreens which branch close to the ground will be favored.
3. Trees which provide a shade canopy over hard surface areas are desirable. Trees will be evaluated in terms of how well they enhance architecture, enclosed pedestrian spaces, and link various land uses within the project.
4. The use of plants to reduce heating and cooling needs around living units is desirable. Evergreens along the north and west sides of units will be encouraged, since they create air pockets against the house which act as an insulator. Deciduous plants around the perimeter of the unit will be encouraged since they provide summer shade while allowing winter sun to enter the unit from the south.
5. The primary intent will be to match the requirements of the proposed plants with those existing on the site in order to insure survival rates and compatibility.

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6. Because water conservation is critical, plant material that can survive on existing rainfall or that can withstand prolonged periods of drought will be favored. Plants with higher water requirements will be limited to intensely used public areas and small areas of private lots.
7. Many of the same species shall be used for both erosion control and landscaping such that separate treatment areas will blend into each other. Recommended seeding mixtures, rates, horticultural practices, and containerized plant material shall be developed on a site specific basis.

### Recommended Plant List

The following is a list of a recommended plants:

		<u>Mature Height</u>
<u>Evergreen Trees</u>		
Scotch Pine	<u>Pinus sylvestris</u>	50'
Austrian Pine	<u>Pinus nigra</u>	40'
Jeffrey Pine	<u>Pinus jeffreyi</u>	60'-120'
One-seed Juniper	<u>Juniperus monosperma</u>	40'
Mtn. Mahogany	<u>Cercocarpus ledifolius</u>	10'-15'
Arizona Cypress	<u>Cupressus arizonica</u>	40'
Rocky Mtn. Juniper	<u>Juniperus scopulorum</u>	40'
<u>Deciduous Trees</u>		
Black Cottonwood	<u>Populus trichocarpa</u>	50'-150'+
Hybrid Columnar Poplar	<u>Populus X</u>	80'
American Sweet Gum	<u>Liquidamber styraciflua</u>	60'
Russian Olive	<u>Eleagnus angustifolia</u>	20'
<u>Medium Evergreen Shrubs</u>		
'San Jose'	<u>Juniperus chinensis</u>	2'
'Sea Spray'	<u>Juniperus chinensis</u>	8'
'Blue Point'	<u>Juniperus chinensis</u>	8'
Nick's Compact Phitzer Juniper	<u>Pfitzerana compacta</u>	2'
Mugho Pine	<u>Pinus mugo mugo</u>	2'-4'
<u>Deciduous Shrubs</u>		
'Warminster' Broom	<u>Cytisus praecox</u>	3'-5'
'San Francisco' Broom	<u>Cytisus sp.</u>	3'-5'
'Atropurpurea' Barberry	<u>Berberis thunbergii</u>	4'
'Rosy Glow' Barberry	<u>Berberis thunbergii</u>	2'-4'
'Crimson Pygmy' Barberry	<u>Berberis thunbergii</u>	1.5'
Ornamental Sage	<u>Salvia azurea grandiflora</u>	3'-5'

Fringed Sage	<u>Artemisia frigida</u>	1'-1.5'
'Silver Mound' Angel Hair	<u>Artemisia schmidtiana</u>	1'
Golden Current	<u>Ribes aureum</u>	3'-6'
Shrubby Cinquefoil	<u>Potentilla fruticosa</u>	2'-3'
New Mexico Olive	<u>Forestiera neomexicana</u>	6'-8'
Service Berry	<u>Amelanchier alnifolia</u>	3'-6'

Deciduous Shrubs

Silver Buffaloberry	<u>Shepherdia argentia</u>	8'-10'
Skunkbrush Sumac	<u>Rhus trilobata</u>	3'-6'
Autumn Olive	<u>Eleagnus umbellata</u>	3'-5'

Groundcover

Silver Spreader	<u>Artemisia caucasica</u>	
Moss Pink	<u>Phlox subulata</u>	
Snow-in-Summer	<u>Cerastrium tomentosum</u>	
Potentilla	<u>Potentilla verna</u>	
Sheep Fescue	<u>Festuca ovina</u>	
Blue Fescue	<u>Festuca ovina glauca</u>	
'Colorata'	<u>Euonymus fortunei</u>	
'Silver Edge'	<u>Euonymus fortunei</u> ('Gracilis')	
Royal Beauty' Bearberry		
Cotoneaster	<u>Cotoneaster dammeri</u>	

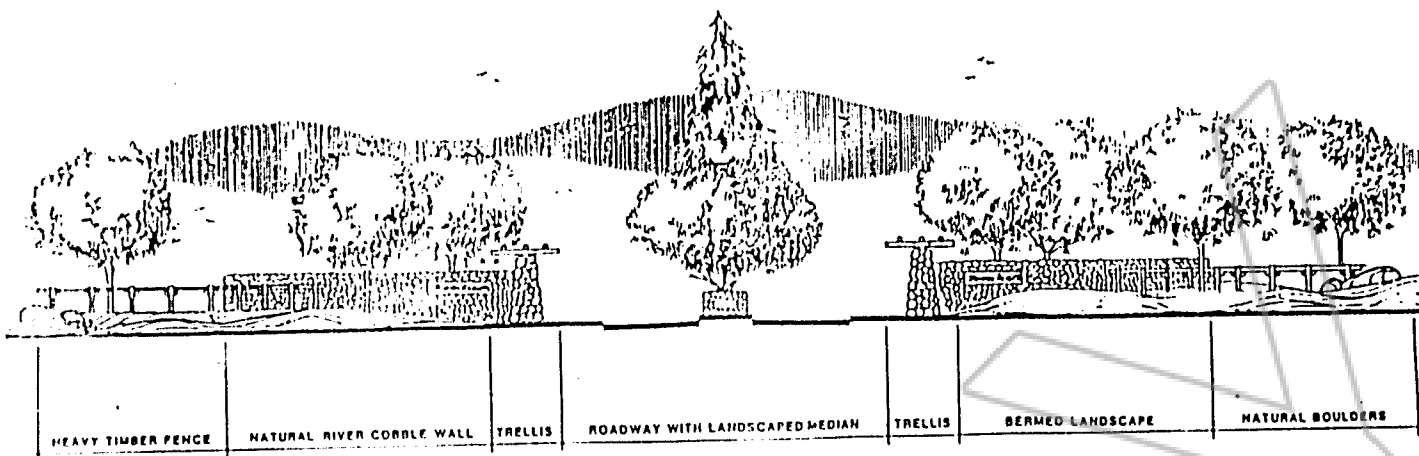
Roadway Landscape Theme

The main entries along the East Valley roadway will provide an important element in creating the visual image of the community. Developed as an entry theme, it will provide a focus for the first look at the community (see Figure 1). As such, the landscape treatment of the streetscape will highlight the aesthetic appeal of the community. Included within the entry will be informal, but intense landscaping and a community fence or wall to define the entry.

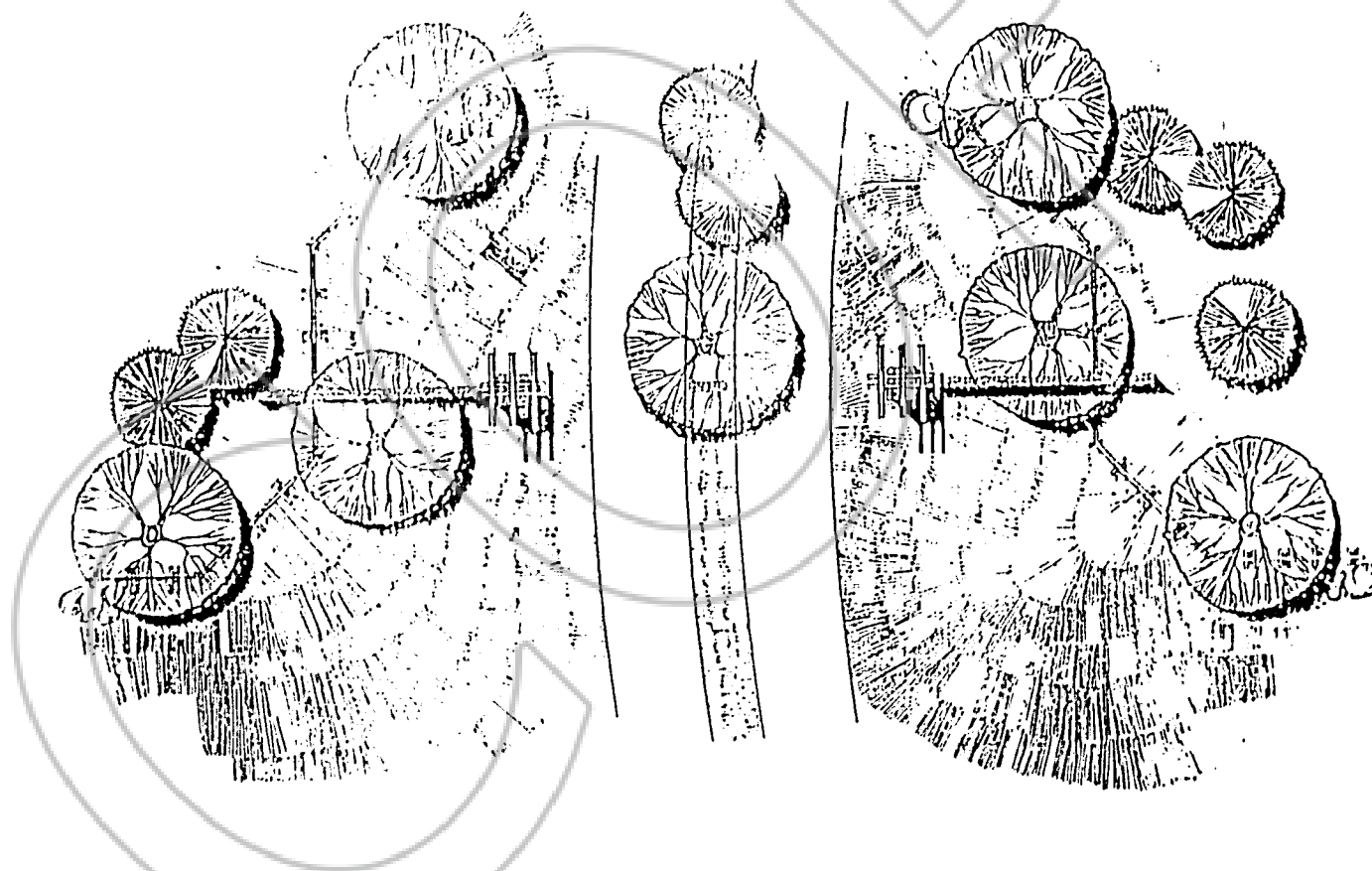
The East Valley roadway will be designated as a parkway within the project as per Transportation/Circulation, Section 2.17 of this handbook. It will be landscaped on both sides and include a landscaped median strip. Along the roadway, a pedestrian/bike path will be included.

Neighborhood entries will also be treated with a focus on landscaping for improved visual image. Included would be a neighborhood fence and landscaping to define the entry.

# THEME ELEVATION



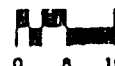
# THEME PLAN



## ◆ BUCKEYE CREEK ◆

HOGAN·ROY·PARTNERS

PLANNING  
LANDSCAPE ARCHITECTURE  
URBAN DESIGN



139433



TENNIS COURT

CUL-DE-SAC W/ PAVERS

GUEST PARKING W/BERMED BUFFER

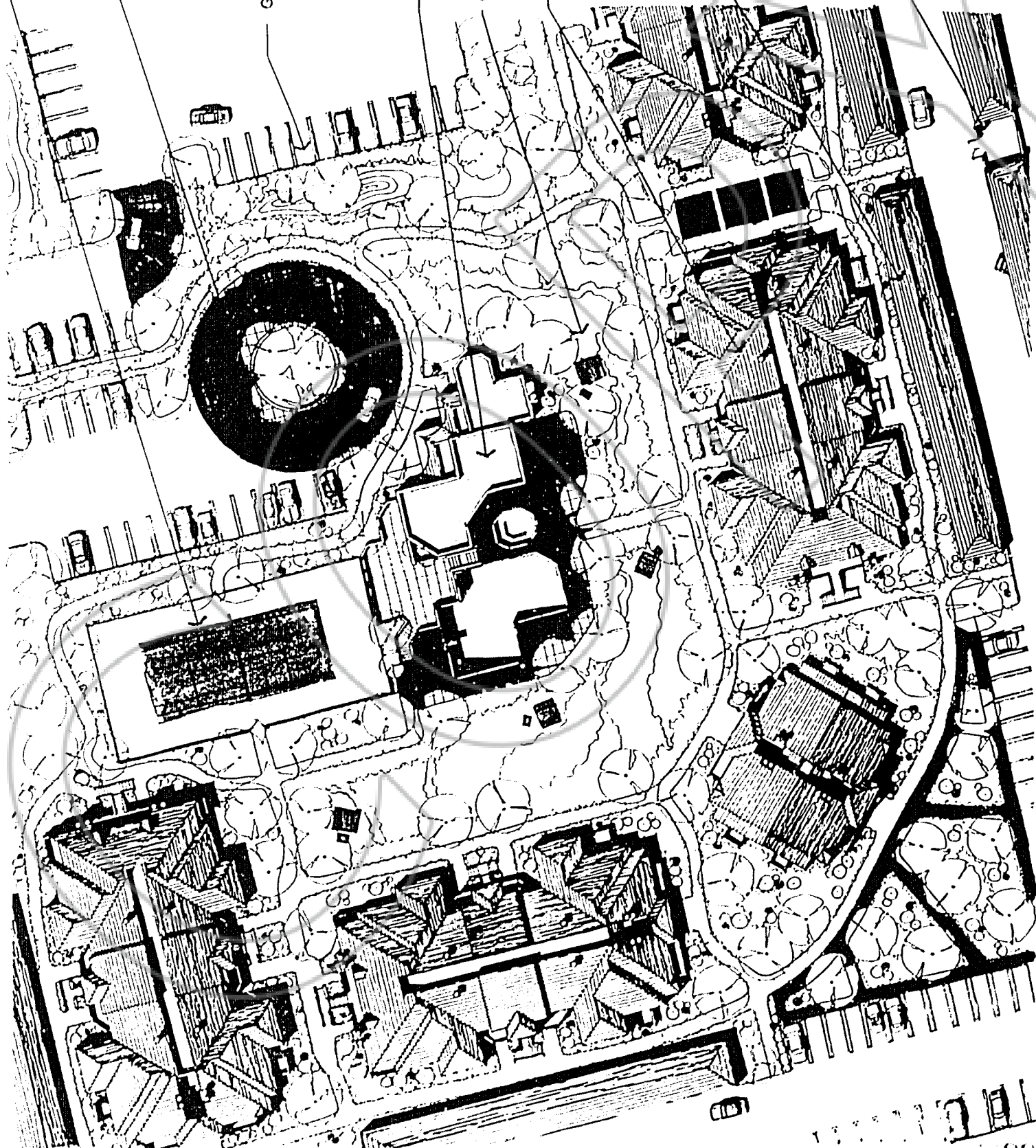
RECREATION BUILDING W/ POOLS

OPEN SPACE W/ PICNIC FACILITIES

16 PLEX APARTMENT BUILDING

COVERED PARKING

TRASH ENCLOSURE



SCALE IN FEET



# PARTIAL SITE PLAN

## Landscape Plans

The erosion control and landscaping plans to be submitted with the tentative map for each of the various phases of the project shall detail landscape and revegetation procedures. These tentative maps shall show, to the satisfaction of the Douglas County Public Works Department, that the following design standards have been met:

1. A minimum of 5 percent of the site and 15 percent of the parking lot and driveway areas shall be landscaped.
2. There shall be a minimum of one (1), 15 gallon minimum, tree planted per every 400 square feet of landscaped area.
3. Landscaped areas shall have a minimum area of 25 square feet.

See the following Figure 1-A for an example of the landscape concept.

The plans shall also address the following topics:

1. Planting Plan - details plant species, sizes, seeded areas and locations.
2. Final Grading and Clean-up - details site preparation required prior to revegetation.
3. Topsoil and Plant Mix Application - details planting mediums.
4. Planting Sequence - details treatment priorities.
5. Plant Handling and Storage - details proper care for revegetation materials prior to installation including acclimation.
6. Plant Material Installation Procedures - details planting procedures and seeding application including application rates and methods.
7. Plant Maintenance Program - details fertilization and watering regimes.
8. Mulching - details materials, rates, and application procedures.
9. Clean-up and Dust Control - details procedures to control dust during construction and describes daily site clean-up procedures.

## Quality of Plant Material

The final criteria for selection of suitable plant materials for the project area is practical availability. Some of the indigenous plants obviously adapted to the site are not available commercially, and many of the plants which are available and adapted to the site are not indigenous.

All plant material provided shall be the highest quality material available and shall meet the requirement for 100 percent (100%) successful, vigorous growth and development. All plant material, unless otherwise indicated, shall be nursery grown, and well developed, branched and proportioned. All plants shall have a normal habit of growth and shall be sound, healthy, vigorous, and free from disease and insect infestations. Trees shall have a single straight trunk unless otherwise specified. Any tree having a weak or thin trunk which does not appear capable of supporting itself without being staked shall be rejected. All container stock plant material shall have sufficient roots to hold the rootball together after removal from containers, but shall not be root bound. All plant materials not meeting these requirements shall be rejected. All seeds provided shall be the highest quality available from the supplier. All seeds provided shall meet the supplier's standard requirements for maximum purity and maximum germination possible for the purchase and planting of all seeds on a pure live seed (PLS) basis.

## 2.8 DRAINAGE

### Storm Drain System

Drainage shall be designed to accommodate storm run-off calculated on the basis of developed conditions of contributory site and off-site drainage areas.

The minimum grades at buildings and at openings into basements shall be at elevations which prevent adverse effect by water or water entering basements from flood levels equivalent to a 50-year return frequency. The floor elevations of all habitable space shall be above flood levels equivalent to a 100-year return frequency.

Provision shall be made for the best available routing of run-off water to assure buildings or other important facilities will not be endangered by the path of major emergency flood run-off. This is to include the possibility of the storm drainage system exceeding its capacity.

Streets shall be usable during run-off equivalent to a 10-year return frequency. Where drainage outfall is inadequate to prevent

run-off equivalent to a 10-year return frequency from ponding over 6 inches deep, streets shall be made passable for local commonly used emergency vehicles during run-off equivalent to a 25-year return frequency, except where an alternate access street not subject to such ponding is available.

Site drainage shall be directed to permanent surface or subsurface structures adequate to dispose of present and future anticipated run-off from the site and from contributing off-site water shed areas, except where such water is necessary for controlled irrigation.

Developed portion of a site which can be adversely affected by a potentially high groundwater table shall be drained where possible by subsurface drainage facilities adequate for disposal of excess groundwater.

Storm water drainage shall be connected only to outfalls approved by Douglas County. A maintenance program shall be developed and Buckeye Creek or the Homeowner's Association shall be responsible for maintenance of drainage facilities within the community.

#### Primary Storm Drain

Pipe size for the primary storm drain (any storm drain or inlet lateral located in a street or other public right-of-way) shall have an inside diameter based on design analysis of the 50-year storm, but not less than 15 inches. The minimum gradient shall be selected to provide for self-scouring of the conduit under low-flow conditions and for removal of sediments foreseeable from the drainage area.

#### Secondary Drains

Pipe drains of adequate size from minor run-off concentration points shall be provided and connected to appropriate disposal lines when design analysis of the 10-year storm indicates the need.

#### Gutters

Concrete and paved gutters shall have a minimum grade of 0.5% and have adequate depth and width to accommodate the maximum foreseeable run-off without overflow.

#### Storm Inlets and Catch Basins

All storm inlets and catch basins shall be adequate in size and design to accept and carry the calculated potential run-off without overflow. All storm inlets and catch basins shall be constructed in accordance with Douglas County standards. An

access for cleaning shall be provided to all inlet boxes and catch basins. Where any inlets are located in areas of potential pedestrian, bicycle, or equestrian use, the design of openings and exposed surfaces shall be arranged to minimize the danger of tripping or slipping.

#### Manholes and Junction Boxes

Manholes and junction boxes shall be placed according to Douglas County code, and at areas of potential blockage, at abrupt changes in alignment, and at junctions with mains and principal laterals.

#### Headwalls

Headwalls and other appropriate structures shall be placed at the open ends of storm drain inlets and outlets to prevent excessive erosion and undermining of conduit.

#### Detention Facilities, Open Channels and Swales

The use of detention facilities, open channels and swales shall conform to Douglas County code and all guidelines in this handbook, as well as the approval of the director of Public Works.

### 2.9 PEDESTRIAN WALKS AND BICYCLE PATHS

A large network of pedestrian walks and bicycle paths are to be developed within Buckeye Creek. These walks and paths will help to minimize the dependency on the automobile to get from place to place within Buckeye Creek, help to reduce emittant pollutants, and create a very livable outdoor environment.

Paths and trails will travel along the edges of open areas within the project, and will be kept separate from roadways whenever possible. Wherever crossings of paths and roadways occur, special efforts will be made to minimize this conflict, such as:

1. At grade intersections between paths, trails, and streets will be clearly marked with cross-walks on the street.
2. Signs alerting automobile traffic will be placed at least 75 feet ahead of the intersections.
3. A below grade intersection will be constructed under East Valley Road just north of Stockyard. This feature will eliminate the conflict between foot and bicycle traffic crossing the primary collector to reach the commercial area.

The following standards will apply to all pedestrian pathways:

1. Path widths will vary from 4 to 8 feet, depending on the projected traffic.
2. Bicycle trail surfaces will be asphalt pavement, and paths that are strictly for pedestrians may be of decomposed granite.
3. Compatibility with and connection to any existing path and bikeways will be made whenever possible.
4. All walks and bicycle paths will be owned and maintained by the Buckeye Creek Homeowner's Association.

With the filing of a tentative map for various components of Buckeye Creek, a system of pedestrian walks and bicycle paths will be included which shall provide for safe, convenient access to all dwellings and for safe pedestrian circulation throughout the development, between facilities, and at locations where major need for pedestrian and bicycle access can be anticipated.

Walks shall be located to assure a minimum vertical clearance of 8 feet from all permanent or temporary obstructions. Walks and step treads shall have a slip resistant surface. Pedestrian walks shall be a minimum of 4 feet in width and joint pedestrian/bicycle paths shall be a minimum 5 feet in width and, where anticipated load warrants, 8 feet in width.

#### 2.10 OUTDOOR LIGHTING

Standards for outdoor lighting will be consistent with illumination factors presented in Table 0.

TABLE 0  
STANDARDS FOR ILLUMINATION  
OF PUBLIC AREAS

AREA  
ILLUMINATION

(FOOT CANDLES)

Building Entrances

4

Walks:

Public

2

Commercial

2

Heavy Use

2

Steps

2

Hazardous Areas

2

Common Areas

2

Parks

2

Roadways

4

Parking Areas

1

## 2.11 SIGNAGE

### Intent

Signage will be used as business and activity center identification, for public traffic control (stop signs, road crossings, etc.), and for public information (street names, etc.). All signs will be in conformance with the Douglas County sign ordinance.

## 2.12 ADDRESSING

All addressing of street names and numbers will be done in accordance with Douglas County addressing policies.

There may occur streets within Buckeye Creek that are private and on which access is or may be controlled by the owners of the streets. Whether streets are maintained as public or private, a street sign as required by this Standard shall be posted on all private streets for purposes of street identification. The location shall be approved by Buckeye Creek before the sign is placed. These signs shall be maintained by the property owners association or the Buckeye Creek Master Association for the purpose of identifying the street for utility and emergency services and for giving general directional and locational information. The sign shall conform to Buckeye Creek design and construction specifications to make a uniform street sign pattern.

## 2.13 ARCHITECTURAL GUIDELINES

### Intent

The architectural element chosen as the theme for Buckeye Creek is the barn. The Carson Valley has numerous barns which evoke the rural nature of the area and dominate architectural styles (see Figure 2 and 2A). The barn has simple clean lines and is flexible in shapes and texture. The western barn is characterized by a low, sprawling, wood frame structure which is typically added onto with sheds.

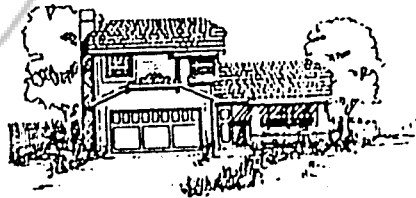
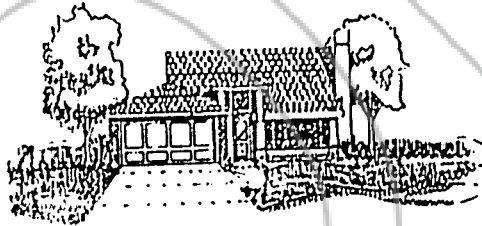
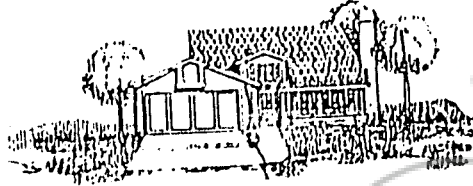
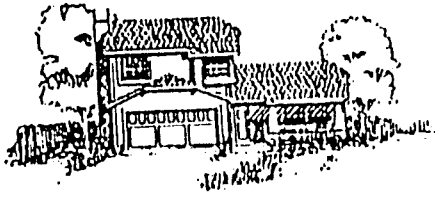
The primary use of the barn as an architectural theme will be in the development of the commercial buildings, recreation buildings, and other community structures such as the fire station.

### Protected Lower Wall

Lower portions of walls shall be protected from severe weathering and staining. Materials such as concrete block (with finish),



# FALCON MEADOWS



## ELEVATIONS

◆ **BUCKEYE CREEK** ◆

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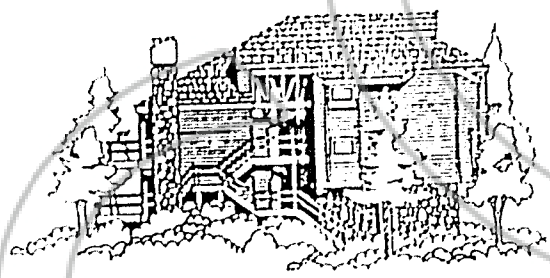
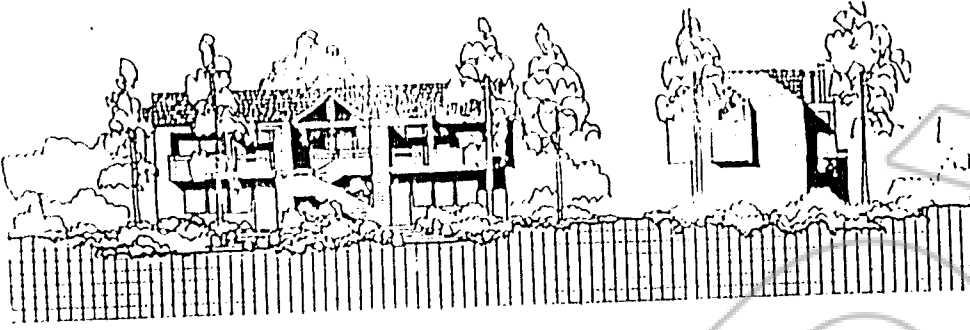
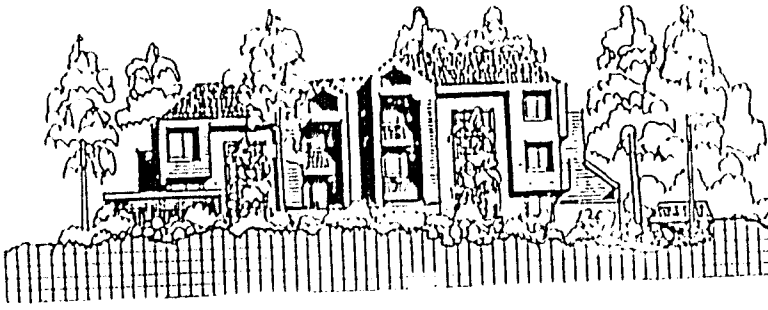
SINGLE FAMILY



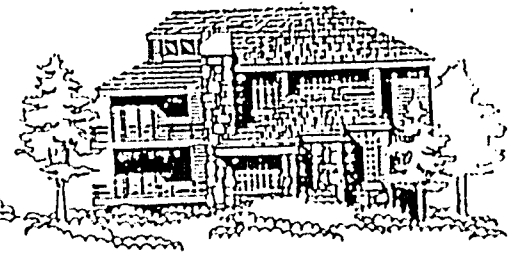
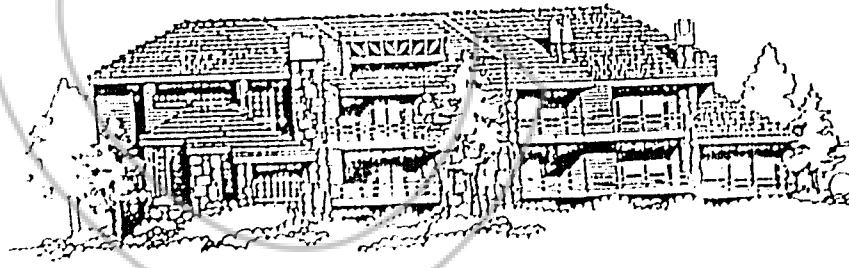
2.23

FIGURE 2

# DEERRUN APARTMENTS



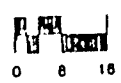
# BUCKEYE LAKES CONDOMINIUMS



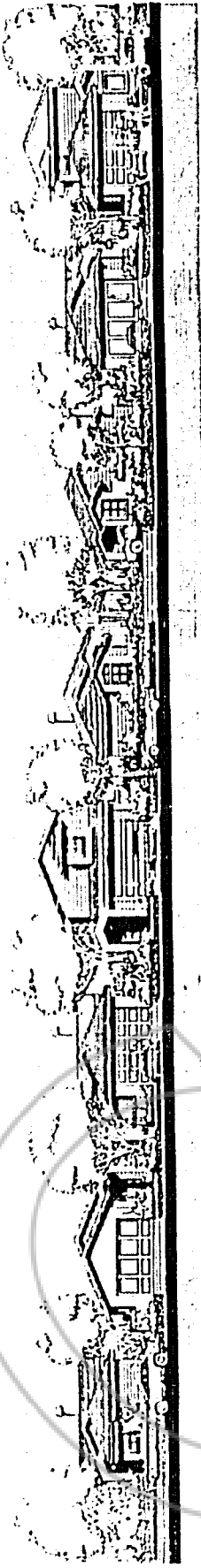
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# BUCKEYE CREEK

# ELEVATIONS



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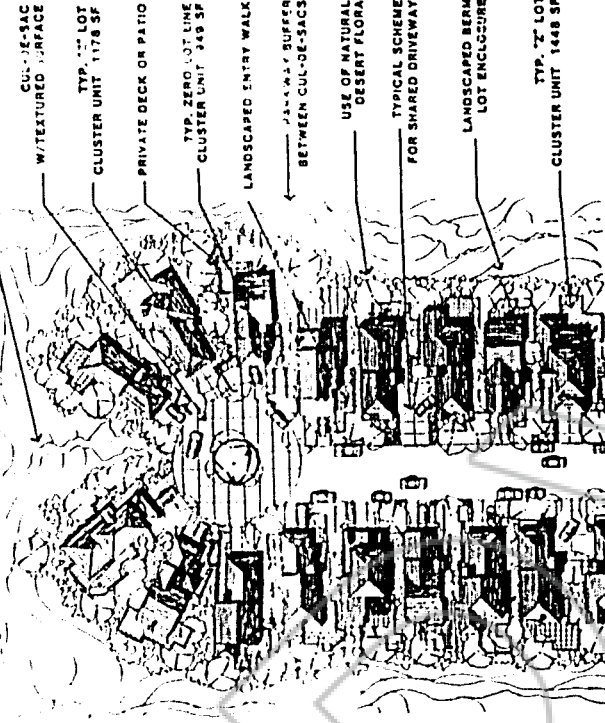


SCALE: 1/8" = 1'-0" TYPICAL ELEVATION

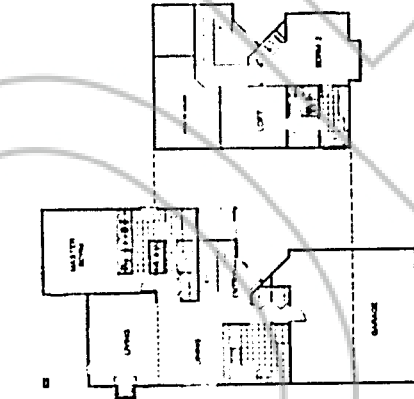
PLAN 3

PLAN 2

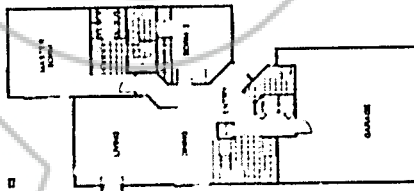
PLAN 1



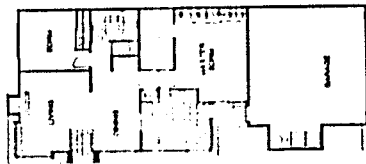
SCALE: 1/8" = 1'-0" PARTIAL SITE PLAN



2 BR LOFT 1448 SF



2 BR 1178 SF



2 BR 949 SF

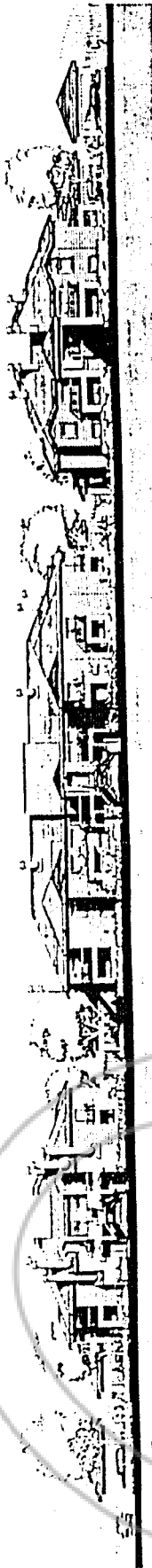
# BUCKEYE LAKES CLUSTER HOUSING

# CONCEPTUAL PLANS

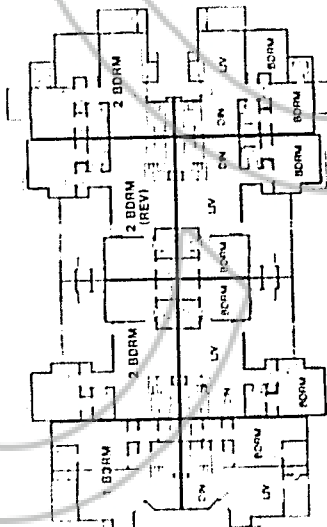


WARKENTIN COX ARCHITECTS

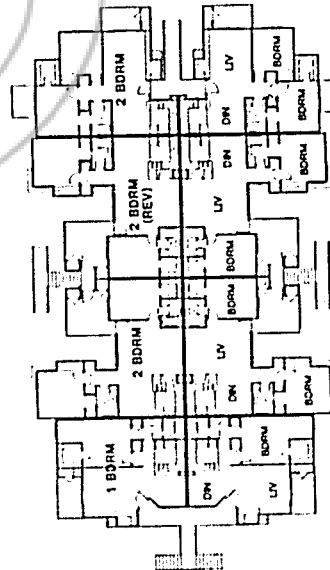




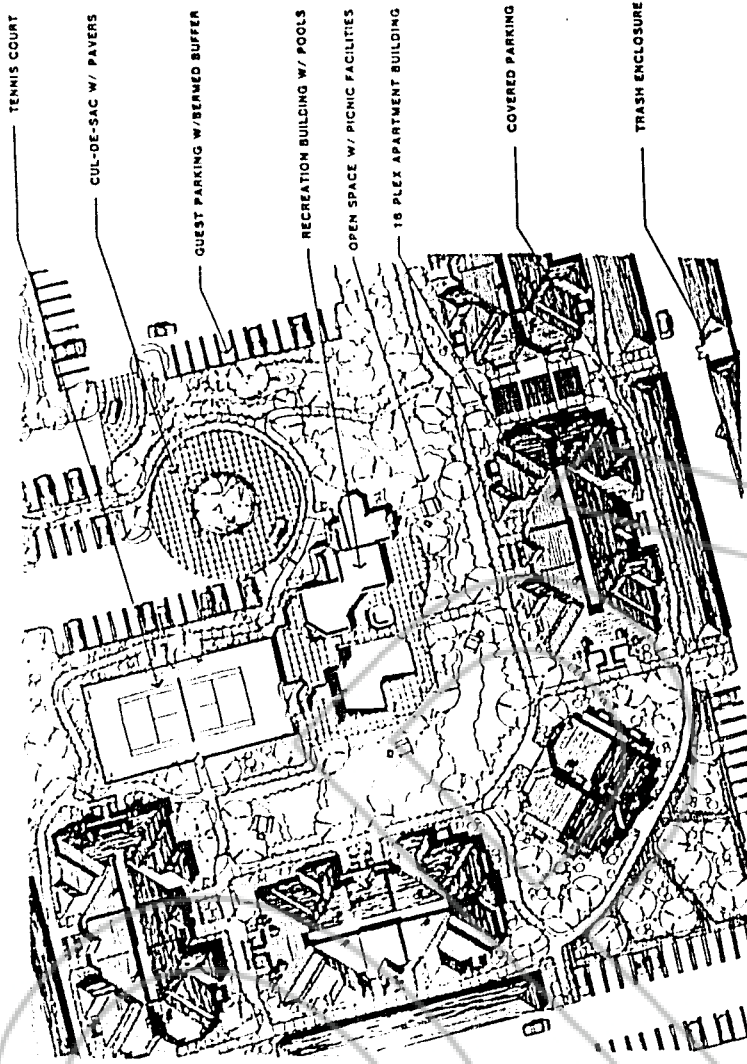
SCALE: 1/8" = 1'-0"  
TYPICAL ELEVATION



SCALE: 1/8" = 1'-0"  
FIRST FLOOR PLAN



SCALE: 1/8" = 1'-0"  
SECOND FLOOR PLAN



SCALE: 1/8" = 1'-0"  
PARTIAL SITE PLAN

TENNIS COURT  
 CUL-DE-SAC W/ PAVERS  
 GUEST PARKING W/BERMED BUFFER  
 RECREATION BUILDING W/ POOLS  
 OPEN SPACE W/ PICNIC FACILITIES  
 16 PLEX APARTMENT BUILDING  
 COVERED PARKING  
 TRASH ENCLOSURE



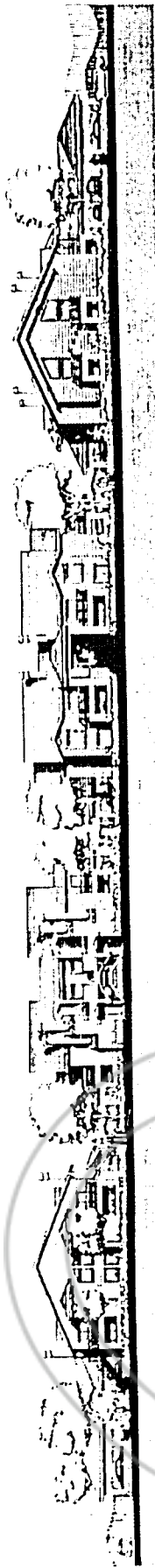
**CONCEPTUAL  
 PLANS**

WARKENTIN COX  
 ARCHITECTS

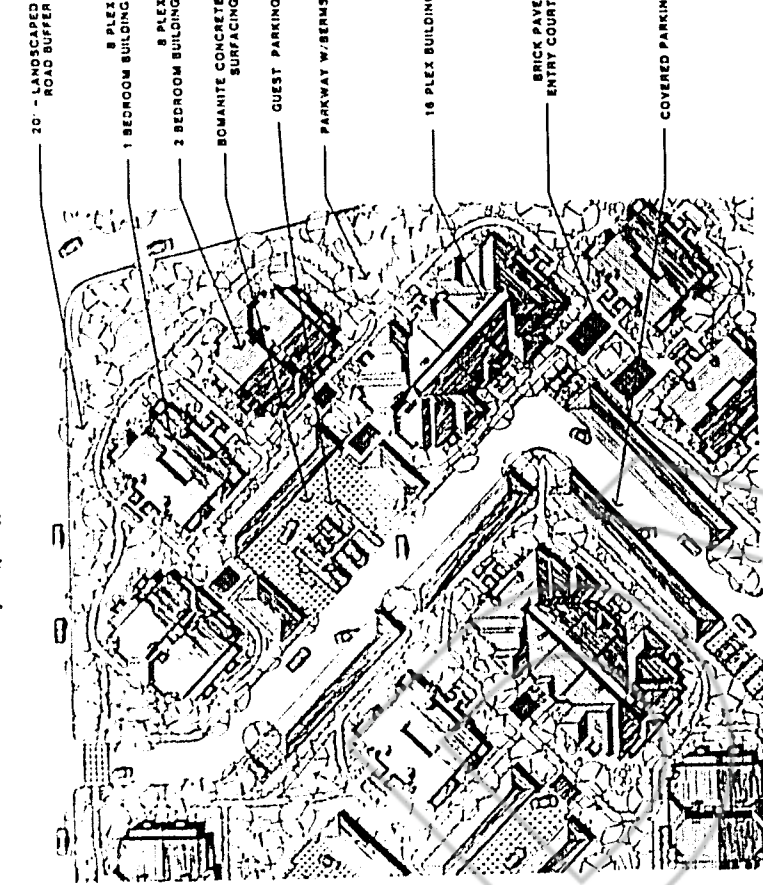
2-C

**16 PLEX BUILDING  
 DEERRUN APARTMENTS**

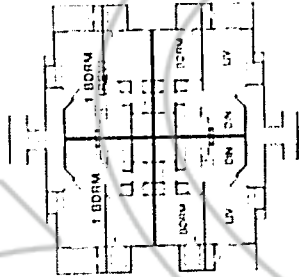
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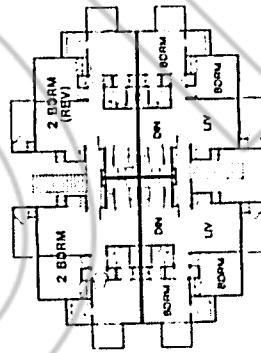
TYPICAL ELEVATION



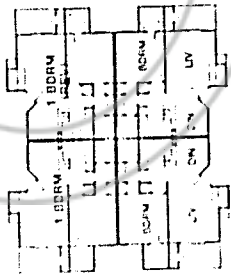
PARTIAL SITE PLAN



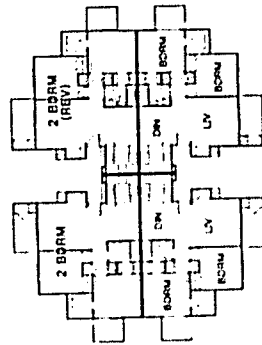
SECOND FLOOR



SECOND FLOOR

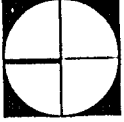


FIRST FLOOR



FIRST FLOOR

2 BR 8 PLEX



WARREN COX ARCHITECTS

CONCEPTUAL PLANS

2 BR 8 PLEX DEERRUN APARTMENTS

concrete with exposed aggregate or other appropriate finish, or stone should be considered for the lower wall portions.

### Upper Wall Materials

Upper wall materials convey the warmth and character of the building and tend to significantly effect the sense of scale of the building. Natural colors and textures are to be emphasized.

The following material types are allowed for upper walls:

1. Stone;
2. Concrete block (finished, stucco coat);
3. Concrete (finished);
4. Wood shingles or siding;
5. Cedar or redwood plywood (finished and trimmed);
6. Stucco (trimmed);
7. Brick.

Materials which are not allowed are:

1. Plastic siding;
2. Aluminum siding;
3. Steel siding;
4. Simulated stone or brick;
5. Asphalt or hardboard siding;

Number of Wall Materials: Maximum of three.

### Wall Openings

Rectilinear wall openings having the appearance of single holes in the wall surface are preferred. Other shapes of opening may be approved if not predominant.

### Color Palette

Colors chosen for exterior walls should blend with the building's surroundings. Accent colors should be subtle and used sparingly. Bright, dramatic colors should not be used.

## Windows

Windows may be wood or wood covered with color-fast vinyl. Metal windows are discouraged. All windows are to be double-glazed and rectilinear in shape. Circular or other windows may be approved if not the predominant shape.

## Door Openings

Doors should open into protected areas to avoid winds, drifting or falling snow. Use of vegetation, fencing, walls or extended roofs can provide this shelter.

## Arcades

Arcades may be designed within the building mass, attached to the building mass, or used to connect two or more building masses.

## Wall Appurtenances

Functionally, wall appurtenances are useful for windows, doors, and to allow a relationship to occur between interior and exterior spaces. Appurtenances used in this manner should be functional, not simply decorations. Shutters, balconies, shop fronts, bay windows and flower boxes are representative examples of acceptable wall appurtenances. Wall decoration in the form of painted relief is not acceptable.

## Roof Slopes

Range of roof slopes allowed are from 4:12 to 12:12 and flat roofs are not allowed.

Buildings incorporating solar energy features may deviate from slope criteria at the sole discretion of Buckeye Creek and the Douglas County Design Review committee.

## Roof Shapes

The following roof shapes are allowed:

1. Partial hip roof;
2. Full hip roof;
3. Gable roof;
4. Joined shed roof.

The following roof shapes are not permitted:

1. Curvilinear roof;

2. Domed roof;
3. Mansard roof;
4. Fake mansard roof;
5. Gambrel roof.

### Roof Materials

The following materials are allowed for roofs:

1. Metals - copper, zinc, terne, Kor-ten steel;
2. Asphalt composition shingles;
3. Wood shingles;
4. Slate;
5. Clay, ceramic, and concrete tiles.

Roof murals are disallowed.

Roof flashing must be color coordinated with the chosen roof surface material.

### Roof Appurtenances

The following roof appurtenances are allowed:

1. Dormers - shed, gable, hip;
2. Ornaments - All ornamentation is discouraged;
3. Rooftop stairs - must be confined within the roof structure;
4. Skylights - skylights may be flush mounted in the field of the roof;
5. Chimneys - materials chosen for chimney surface must be compatible with those of the building exterior.

Roofs may not serve the function of a wall (i.e., A-Frame shapes). Predominate roof surfaces extending from the same ridgeline should have the same slope.



## Roof Overhangs

Protection of vertical wall surfaces and wall openings from rain and snow is the function of a roof overhang. An overhang of a minimum of 12 inches has been prescribed for such protection.

## Roof Surfacing Material

Roofing materials give an opportunity to blend buildings with their surroundings. Functionally, the choice of roofing materials partly depends on the slope of the roof and roof assembly.

Solar collectors must be approved by Buckeye Creek.

## 2.14 ENERGY CONSERVATION

### General

Energy conservation for construction in Buckeye Creek shall conform to the requirements and procedures as set forth in "Energy Conservation Standards for New Building Construction" prepared by the Office of Community Services (OCS), State of Nevada (10-1-83). These Standards shall provide flexibility in the use of innovative approaches and techniques to achieve efficient utilization of energy. The Standards are structured to permit compliance with any one of three methodologies for design, as follows:

1. A systems approach for the entire building and its energy-using subsystems;
2. A component performance approach for various building elements and mechanical systems and components;
3. Specified acceptable practice.

Compliance with any one of the three methods meets the intent of these Standards.

### Materials and Equipment

All materials and equipment shall be identified as required by the latest editions of the following codes:

1. The Uniform Building Code as published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California, 90601;

2. The Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, 5032 Alhambra Avenue, Los Angeles, California 90032; and the International Conference of Building Officials;
3. The Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials (same address as in 2, above);
4. The National Electric Code as published by the National Fire Protection Association, 470 Atlantic Avenue, Boston, Massachusetts 02210.

Materials and equipment certified by the manufacturer as meeting the performance requirements of ASHRAE Standard 90A-1980, "Energy Conservation in New Building Design," shall be considered as meeting the performance requirements of these STANDARDS.

#### Building Design by Systems Analysis

This section establishes design criteria in terms of total energy use by a building including all of its systems.

An annual energy analysis is required for buildings constructed in compliance with this section. Sections 10 and 11 of OCS requirements establish minimum criteria for the different energy consuming and enclosure elements of the building, which eliminates the requirement of an annual energy analysis while meeting the intent of these Standards.

A building designed in accordance with Systems Analysis will be deemed to comply with these Standards if the calculated annual energy consumption is not greater than a similar building, or "standard design", whose enclosure elements and energy consuming systems are designed in accordance with OCS requirements.

The building heating and cooling load calculation procedure used for annual energy consumption analysis shall be sufficiently detailed to permit evaluation of the effect of factors specified in this section.

The calculation procedure used to simulate the operation of the building and its service systems through a full year's operating period shall be sufficiently detailed to permit the evaluation of the effect of system design, climatic factors, operational characteristics and mechanical equipment on annual energy usage. Manufacturer's data or comparable field test data shall be used when available in the simulation of all systems and equipment. The calculation procedure shall be based upon 8,760 hours of operation of the building and its service systems, and shall

utilize the design methods specified in the following ASHRAE publications:

1. "ASHRAE Handbook of Fundamentals," latest edition;
2. "ASHRAE Handbook and Product Directory, System Volume," latest edition.
3. Energy Calculations I: Procedures for Determining Heating and Cooling Loads for Computerizing Energy Calculations-- Algorithms for Building Heat Transfer Subsystems, 1975.
4. Energy Calculations II: Procedures for Simulating the Performance of Components and Systems for Energy Calculations, 1975.

The calculation procedure shall cover the following items:

1. Design requirements: Environmental requirements as required by OCS, Section 8.
2. Climatic data: Coincident hourly data for temperature, solar radiation, and wind and humidity of typical days in the year representing seasonal variation.
3. Building data: Orientation, size, shape, mass and air, moisture and heat transfer characteristics.
4. Operational characteristics: Temperature, humidity, ventilation, illumination, and control mode for occupied and unoccupied hours.
5. Mechanical equipment: Design capacity and part load profile.
6. Building loads: Internal heat generation, lighting, equipment, and number of people during occupied and unoccupied periods.

#### Building Design by Component Performance Approach

All buildings that are heated or cooled shall be constructed so as to provide the required thermal performance of the various components as provided in OCS requirements.

A building that is designed to be both heated and cooled shall meet the more stringent of the heating or cooling requirements for the exterior envelope required by OCS requirements when such requirements differ. The following shall be included in analysis:

1. Building enclosure elements:
  - a. Heating and cooling criteria;
  - b. Floors over unheated spaces;
  - c. Slab-on-grade floors;
  - d. Concrete or masonry foundation walls.
2. Criteria for all other buildings:
  - a. Heating criteria;
  - b. Floors over unheated spaces;
  - c. Slab-on-grade floors.
3. Alternate heating design criteria for warehouses, garages, service stations and similar construction.

The provisions of this section may be applied only to buildings in which the primary objective for heating is to keep the building temperature above the freezing level and which are heated only.

4. Cooling criteria:
  - a. Walls;
  - b. Roof and ceiling;
  - c. Air curtain entrances.
5. Air leakage for all buildings.

The requirements for this section apply to all buildings and structures or portions thereof, and apply to those locations separating outdoor ambient conditions from interior spaces that are heated or cooled, but are not applicable to the separation of interior conditioned spaces from each other.

Exterior joints around windows and door frames; openings between walls and foundations, between walls and roof and ceilings and between wall panels; openings at penetrations of utility services through walls, floors and roof; and all other such openings in the building envelope; shall be caulked, gasketed or weatherstripped or otherwise sealed in an approved manner.

All exterior door and windows shall be designed to limit air leakage into or from the building envelope.

6. Building mechanical systems:

This section covers the determination of heating and cooling loads, design requirements, system and component performance, control requirements, insulation of EVAC systems and duct construction.

- a. Infiltration;
- b. Simultaneous heating and cooling;
- c. Recovered energy may be used for control of temperature and humidity if the new energy expended in the recovery process is less than the amount recovered;
- d. Reheat systems;
- e. Dual duct and multi-zone systems;
- f. Recooling systems;
- g. Concurrent operation of independent heating and cooling systems serving common spaces and requiring the use of new energy for heating or cooling shall be minimized by one or both of the following:
  - (1) Providing sequential temperature control of both heating and cooling capacity in each zone;
  - (2) Limiting the heating energy input through automatic reset control of the heating medium temperature (or energy input rate) to only that amount necessary to offset heat loss due to transmission and infiltration, and, where applicable, to heat the ventilation air supply to the space.
- h. Energy recovery;
- i. HVAC equipment performance requirements
  - (1) HVAC-system heating equipment heat pumps, heating mode:

These requirements apply to, but are not limited to, unitary heat pumps (air source and water source) in the heating mode, and to heat pumps in packaged terminal air conditioners and room air conditioners in the heating mode.

Total energy input shall be determined by combining the energy inputs to all elements, except supplementary heaters, of the heat pump, including but not limited to, compressors, pumps, supply air fans, cooling tower fans and the HVAC-system equipment control circuit.

(2) Supplementary heater

Supplementary heater operation is permitted during transient periods, such as start-ups, the period following room thermostat setpoint advance, and during defrost.

A two-stage thermostat which controls the supplementary heat in its second stage shall be accepted as meeting this requirement. The cut-on temperature for the compression heating shall be higher than the cut-on and cut-off temperatures for the supplementary heat. Supplementary heat may be derived from any source of electric resistance heating or combustion heating.

(3) HVAC-system combustion heating equipment;

(4) Mechanical ventilation;

(5) HVAC-system equipment, electrically operated, cooling mode.

Total energy input shall be determined by combining the energy inputs to all elements of the equipment, including, but not limited to, compressors, pumps, supply-air fans, cooling tower fans and pumps, and the HVAC-system equipment control circuit.

(6) Applied HVAC-system components, electrically operated, cooling mode

Total energy input shall be determined by combining the energy inputs to all elements

and accessories of the component, including, but not limited to, compressors, internal circulating pumps, condenser-air fans, evaporative-condenser cooling water pumps, purge and the HVAC-system component control circuit.

- (7) HVAC-system equipment, heat operated, cooling mode;
- (8) Balancing;
- (9) Cooling with outdoor air (economizer cycle);
- (10) Temperature control;
- (11) Humidity control;
- (12) Zoning for temperature control

- (a) One- or two-family dwellings

At least one thermostat for regulation of space temperature shall be provided for each separate HVAC system. In addition, a readily accessible manual or automatic means shall be provided to partially restrict or shut off the heating or cooling input, or both, to each zone or floor.

- (b) Multi-family dwellings

For multi-family dwellings, each individual dwelling unit shall be considered separately and shall meet the above requirements.

- (c) All other types of buildings or occupancies

At least one thermostat for regulation of space temperature shall be provided.

- (13) Control setback and shutoff:

- (a) Residential occupancy groups, one- or two-family and multi-family dwellings

An alternate means, including but not limited to a switch or clock, shall provide a readily accessible manual or automatic means for reducing the energy required for heating and cooling during periods of non-use or reduced need, including, but not limited to, unoccupied periods and sleeping hours. Lowering thermostat set points to reduce energy consumption of heating systems shall not cause energy being expended to reach the reduced setting.

(b) Other building and occupancies

Each HVAC-system shall be equipped with a readily accessible means of shutting off or reducing the energy used for HVAC during period of non-use or alternate uses of the building spaces or zones served by the system.

(14) Air-handling duct system insulation

All ducts, plenums and enclosures installed in or on buildings shall be thermally insulated.

(15) Duct construction

All duct work shall be constructed and erected in accordance with the Uniform Mechanical Code, latest edition.

(16) Piping insulation

All piping installed to service buildings and within buildings shall be thermally insulated.

(17) Other insulation thickness.

7. Water heaters, storage tanks, boilers and piping.

a. Performance efficiency

(1) Electric storage water heaters



(2) Gas- and oil-fired storage water heaters

b. Insulation

c. Combination domestic water heating and space heating boilers

d. Temperature controls.

8. Swimming pools:

Heated swimming pools shall be equipped with adjustable controls.

Uncovered or unenclosed heated pools shall be controlled so that electric or fossil-fueled heating systems are operative whenever the outdoor air temperature is below 60 degrees Fahrenheit.

a. Pump operation

b. Insulation

9. Electrical power and lighting

Electrical distribution systems shall be designed for efficient distribution of electrical energy from the service entrance to the points of use.

a. Power factor

b. Service voltage

c. Voltage drop

d. Lighting switching

e. Electric energy determination

f. Lighting power budget

(1) Building interiors

(2) Illumination level criteria

(3) Task lighting

(4) General lighting

(5) Noncritical lighting

- (6) Lighting system criteria
- (7) Building exteriors
- (8) Facade lighting.

### Building Design by Acceptable Practice

The requirements contained in this section are applicable only to buildings of less than 5,000 square feet in gross floor area and three stories or less in height. The provisions of this section are limited to residential buildings that are heated or cooled, or both; to other buildings that are heated or cooled, or both; and to other buildings that are heated only. Buildings constructed in accordance with OCS requirements listed in this section are deemed to comply with the requirements of these Standards.

1. Building envelope
  - a. Thermal insulation standards
  - b. Thermal design standards for openings
2. Air leakage
  - a. Windows and doors
  - b. Caulking
3. Building mechanical systems.

All HVAC devices, components and their elements shall conform to the requirements of this section.

Systems other than combustion heating equipment and unitary cooling and heating equipment regulated from a single point of control shall be designed in accordance with Section 10 of OCS requirements.

- a. Heating and mechanical cooling equipment performance
- b. Combustion heating equipment
- c. Control
  - (1) Temperature control

Each HVAC system shall be provided with at least one thermostat for the adjustment of temperature. Each thermostat shall be capable of being set as follows:

- (a) Where used to control heating only, a maximum temperature setting of 75 degrees Fahrenheit;
- (b) Where used to control cooling only, a minimum temperature setting of 70 degrees Fahrenheit; and
- (c) Where used to control both heating and cooling, it shall have a maximum high temperature setting of 85 degrees Fahrenheit and a minimum low temperature setting of 55 degrees Fahrenheit, and shall be capable of operating the system heating and cooling in sequence.

d. Zoning for temperature control

(1) One- or two-family dwellings

At least one thermostat for regulation of space temperature shall be provided for each separate HVAC system. In addition, a readily accessible manual or automatic means shall be provided to partially restrict or shut off the heating or cooling input to each zone or floor.

(2) Multi-family dwellings

For multi-family dwellings, each individual dwelling unit shall be considered separately.

(3) Control setback or shutoff

An alternate means, such as a switch or clock, shall provide a readily accessible manual or automatic means for reducing the energy required for heating and cooling during periods of nonuse or reduced need, including, but not limited to, unoccupied periods and sleeping hours. Lowering thermostat set points to reduce energy consumption of heating systems shall not

cause energy to be expended to reach the reduced setting.

- e. Duct insulation and construction
- f. Pipe insulation.

4. Domestic water heating.

Water heating storage tanks, boilers and piping for all water heating systems shall be installed in accordance with OCS requirements.

Water heaters shall be certified by the manufacturer as meeting the efficiency standards of OCS requirements.

- a. Temperature controls.

Domestic water heating systems shall be equipped with automatic temperature controls capable of adjustment from the lowest to the highest acceptable temperature settings for the intended use.

- b. Electric domestic water heaters and all other types of domestic water heating systems must be equipped with separate switches and valves to permit turning off the heaters in accordance with OCS requirements.

5. Electrical power and lighting.

The electrical power distribution and lighting systems shall conform to OCS requirements.

Exception: One- or two-family detached dwellings and the dwelling portion of multi-family buildings are exempt from OCS requirements.

Thermal and Moisture Protection

The following are minimum insulation and weatherstripping requirements:

1. Outside walls minimum insulation factor of R-19;
2. Ceilings separating attic from roof minimum insulation factor of R-33
3. Vaulted ceilings that are also the roof minimum insulation factor R-33

4. Exposed underfloor areas minimum insulation factor R-33
5. Exposed underfloor areas minimum insulation factor R-33
6. Underfloor areas over crawl space minimum factor R-22
7. Perimeter concrete foundation walls to be insulated with a minimum of one inch thickness of rigid insulation
8. Outside windows and sliding glass doors must be double-glazed to provide an air space for insulation
9. Outside doors and windows must be weatherstripped on all edges
10. Hot water heating devices and piping shall be insulated.

#### 2.15 ELECTRICAL/NATURAL GAS REQUIREMENTS

The Developer/ owner will prepare and comply with an energy conservation plan that incorporates space heating, cooling, water heating and other devices (such as appliances, lighting, etc.) showing energy consumption. The energy conservation plan should predict energy usage through one calendar year, both heating and cooling (if applicable) on a monthly basis. The cost of energy for the proposed plan should be correspondingly prepared using current rate schedules for the appropriate public utility.

#### 2.16 WATER CONSERVATION

Water conservation alternatives to modify demand of water supply shall be implemented.

Developers will present to Buckeye Creek a Water Conservation Plan that incorporates pressure reducing valves and low flow fixtures for kitchens, baths, and laundries. The Water Conservation Plan will predict both interior and exterior water usage for one calendar year on a monthly basis.

##### Domestic Use

Specific water usages of a variety of fixtures and appliances shall be calculated and low usage devices shall be utilized.

##### Exterior Use

Exterior uses of water are predominantly the amounts of water used for lawn irrigation. Potential evapotranspiration to sprinkling requirements shall be considered in the design of sprinkling

systems. Both sprinkling and drip type irrigation systems shall be considered.

## Water Saving Devices

Standard plumbing fixtures and appliances have in the past been designed with little or no regard for water consumption. This has changed in the last decade as plumbing and appliance manufacturers have realized the market potential of low volume devices.

Practically every type of household water using fixture can and has been redesigned to use less water. Many devices have been developed in an effort to cut down on toilet flushing volumes. Reduced flow shower heads and faucet controls have been introduced, as have low volume washing machines.

### 1. Water Closet Devices.

The four main types of devices on the market for reducing toilet flushing are (a) reduced volume water closets, (b) volume displacement devices, (c) variable flush modifications, and (d) special systems. These devices can effect a relatively large reduction in total domestic water usage.

#### a. Shallow Trap Toilet.

There are several types of reduced volume water closets. The most common is termed the shallow trap toilet which is a modification of the conventional toilet. Changes in the bowl design and the tank volume allow the shallow trap toilet to save about 1.5 gallons per flush over conventional models.

#### b. Volume Displacement Devices.

Volume displacement devices are generally fixtures designed to fit inside the water closet. They function, much as their name implies, by taking up some of the space flush water would occupy or by preventing escape of some of the tank water into the bowl. Examples of volume displacers include bricks, plastic bottles, and damming devices. Bottles and bricks can save up to about one-half gallon per flush or approximately 2.5 gpcd.

#### c. Variable Flush Attachments.

Variable flush attachments are devices that let the operator choose when the flush cycle should end. Through the use of weights or flapper type

tank balls, the amount of water flushed can be varied by the length of time the toilet lever is depressed. One cycle of this toilet is for liquid wastes and uses approximately 1-1/4 gallons per flush, and the other cycle is for solid wastes and uses 2.5 gallons per flush.

Batch-type flush valves are currently used in many commercial establishments. These valves provide for a forceful flushing action due to an oversized feed line and a quick release valve. These devices can be set to deliver from 0.5 to 4 gallons per flush, with three to four gallons being the usual setting. The main disadvantage of these flush valves is the cost of installing the feed line.

d. Special systems.

The fourth category of water saving toilet devices is termed special systems. These systems range from variations in the design of conventional toilet models to self-contained treatment units. Generally, the systems cost more than conventional toilets and may be most applicable in areas where traditional means of waste water disposal cannot be utilized. The water use of these systems ranges from none to 2-1/2 gallons per use. The substitution of non-water modes of disposal of wastes has been designed into several of these systems.

The vacuum system was first used in Sweden and has since been marketed in the United States. Several types of systems utilizing compressed air or pressurized flush tanks have been designed. Other systems utilizing mineral oil as a recirculating medium have been tested and are in use in some areas. The main problem with these systems is the need for ultimate disposal of the wastes.

2. Shower Head Devices.

Flow limiting shower heads are designed to deliver less water per unit time than conventional models. These shower heads restrict the passage of water by decreasing the shower head opening. Most shower heads operating under a supply pressure of 40-50 psig have flow of 50 to 100 gpm when fully opened. Flow limiting shower heads reduce the flow rate to about 2.5 or 3.0 gpm. Both fixed and variable orifice shower heads are available, the latter allowing the user to control the flow rate.

### 3. Faucet Control Devices.

Faucet control devices operate in the same manner as shower flow controls. By installing a fixed orifice in the supply line, the delivery rate can be reduced to between 0.5 to 4.0 gpm. The use of aerators and spray taps are two other means of structurally reducing the amount of water used. Aerators introduce air, thus reducing the amount of water needed for rinsing.

The spray tap is another alternative. The spray tap is simply a miniature shower head designed to deliver small droplets of water and thus reduce usage by increasing rinsing power. A number of studies have shown decreases of over 50 percent (50%) in water used for sinks in commercial buildings using spray taps.

Another means of reduction of both sink and shower water usage is through the use of thermostatically controlled mixing valves. These valves control the temperatures of the delivered water. The savings of these devices lies principally in hot water conservation, however, their high cost does not make them cost-effective at current water and energy prices.

### 4. Low Water Using Appliances.

The clothes washer and dishwasher are the chief domestic water-using appliances.

a. Clothes washer water requirements have been reported to vary from 38 to 69 gallons per cycle. Front loading machines use one-third less water than top loaders, but also wash about one-third less clothes per load. Some machines are equipped with a suds saver option. This alternative allows for reuse of the washwater for additional loads. Savings of 20 to 26 percent (20% to 26%) of the washwater has been estimated utilizing the suds saver option. However, the necessity of a utility storage sink may preclude the use of the suds saver in many homes. Machines having water level controls enable the consumer to use water according to the load. A savings of 1.2 gpcd has been estimated using water level controls.

b. Dishwashers use between 12 and 18 gallons per cycle. Adjustment of the cycle has been estimated to result in savings of from 7.5 to 12.5 gallons in some models.



## Pressure Reduction

Pressure reduction to regulate the flow of water for individual services has been recognized as a conservation technique. The amount of water savings possible with flow restrictors is a function of the normal operating pressure and the desired reduced pressure of the system. The minimum advisable water pressure is 20 psi based upon the needs of various household water using appliances.

## Metering

Metering the use of water assigns a positive value to the water. The effects of metering on residential water usage produce a substantial reduction in residential water use.

## Leakage Reduction

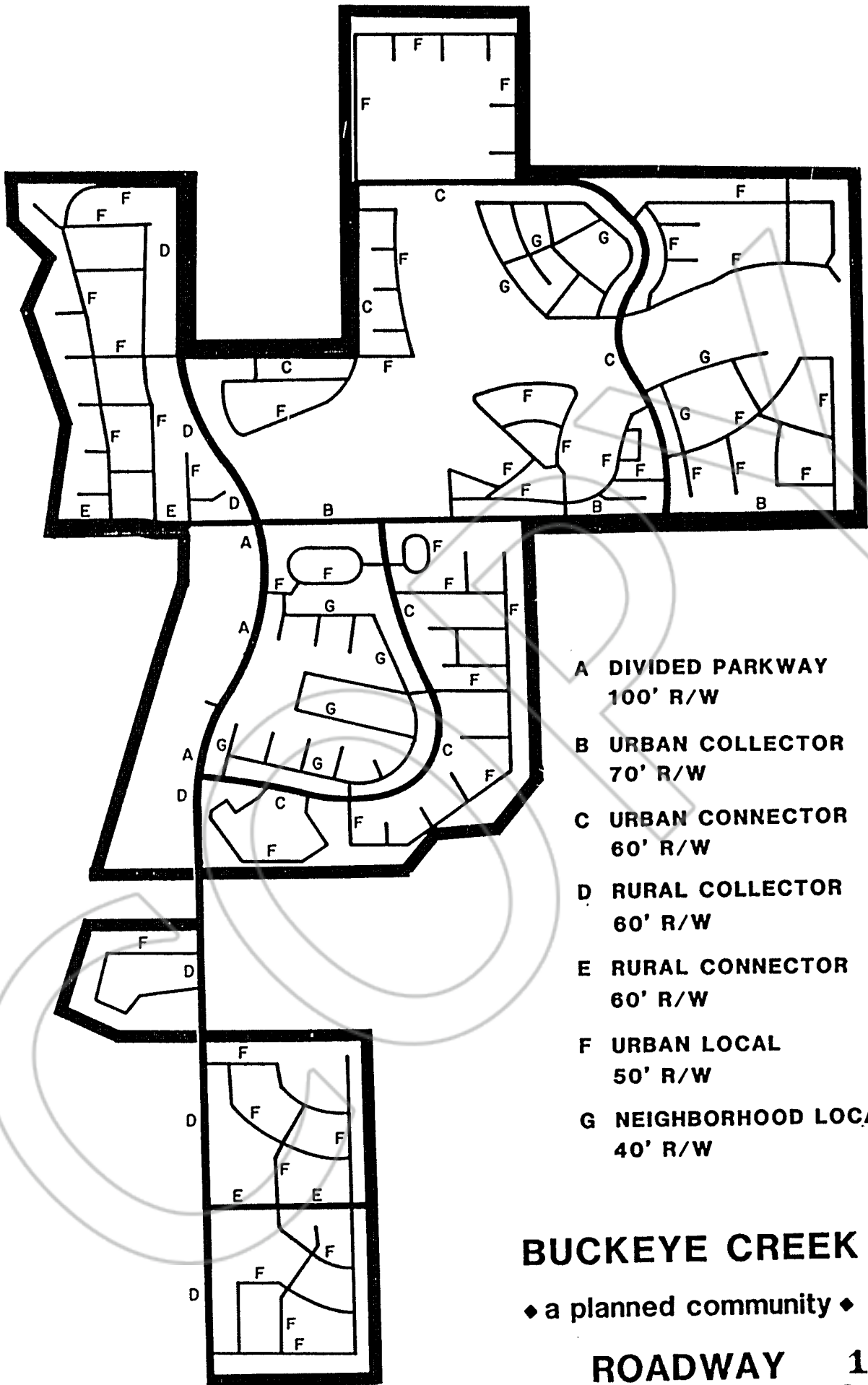
Leakage occurs in all water distribution systems and in individual homes. The primary causes of system leakage relate to the age of the system, the quality of plumbing and piping materials used, the physical and chemical soil properties, the chemical properties and pressure of the water, and the degree of system maintenance. It is difficult to determine precisely the amount of leakage present in a system. This is partially due to the fact that most systems have uses that are not accounted for, such as street cleaning, firefighting and hydrant flushing. These unaccounted for uses are quantified by subtracting the amount of metered use from the total water production.

## 2.17 TRANSPORTATION/CIRCULATION

### General

The development of the transportation system within Buckeye Creek will conform to the circulation plan as shown in Figure 3. This plan shows the general locations and hierarchy of the internal roads and paths.

There are three general types of streets which will comprise the internal circulation pattern of Buckeye Creek: major collectors, connectors, and local streets. In general, the anticipated traffic volumes and the surrounding land uses will determine the type of street required and their associated parking and sidewalk requirements. At a minimum, all internal roads within Buckeye Creek will be designed and constructed to Douglas County Standards.



## BUCKEYE CREEK

◆ a planned community ◆

**ROADWAY CLASSIFICATIONS** 139433

## Major Collectors

Type I - A High Volume, Divided Parkway Collector Street will be used on East Valley Road from its intersection with Deer Run Road to its intersection with Stockyard Road. This portion of East Valley Road will collect the majority of traffic within Buckeye Creek and distribute it to the various connector streets.

Type II - Rural Collector Streets will be used for East Valley Road north from Stockyard Road to the northern edge of the community, and south from Deer Run Road to the southern edge of the community.

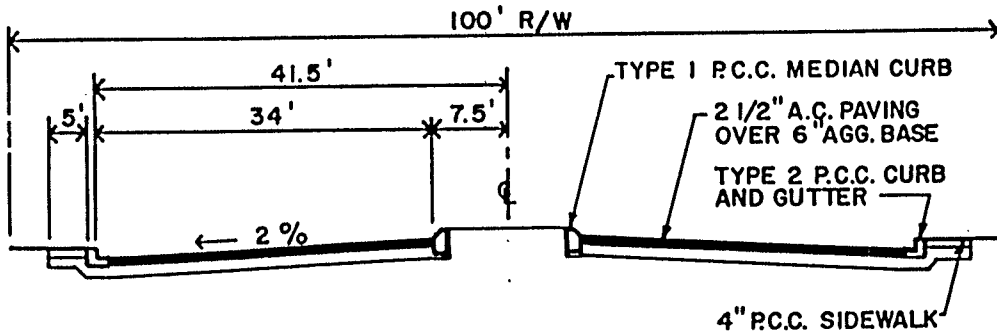
Type III - An Urban Collector Street will be used on Stockyard Road from the intersection of East Valley Road to the eastern boundary of the project.

## Connectors

Connector streets will be the primary traffic arteries in the residential areas of Buckeye Creek. Their function will be to carry traffic between the residential areas and the activity centers and collector streets.

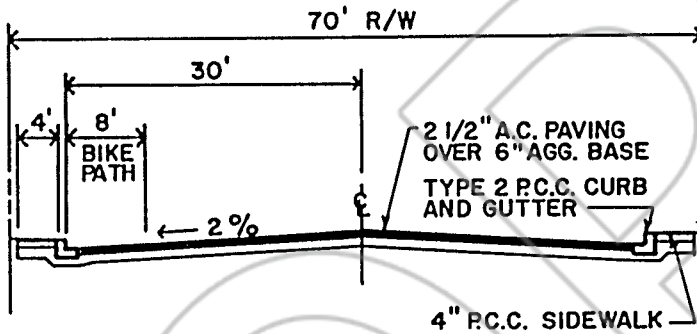
Type IV - Urban Connector Streets will be used on Deer Run Road as it loops from East Valley Road to Stockyard, and on Fairway Road as it loops from Stockyard Back to East Valley Road.

Type V - A Rural Connector Street will be used on Stockyard Road from its intersection with East Valley Road to the Western Boundary of the project, and on Buckeye Road from East Valley Road to the eastern boundary of the project.



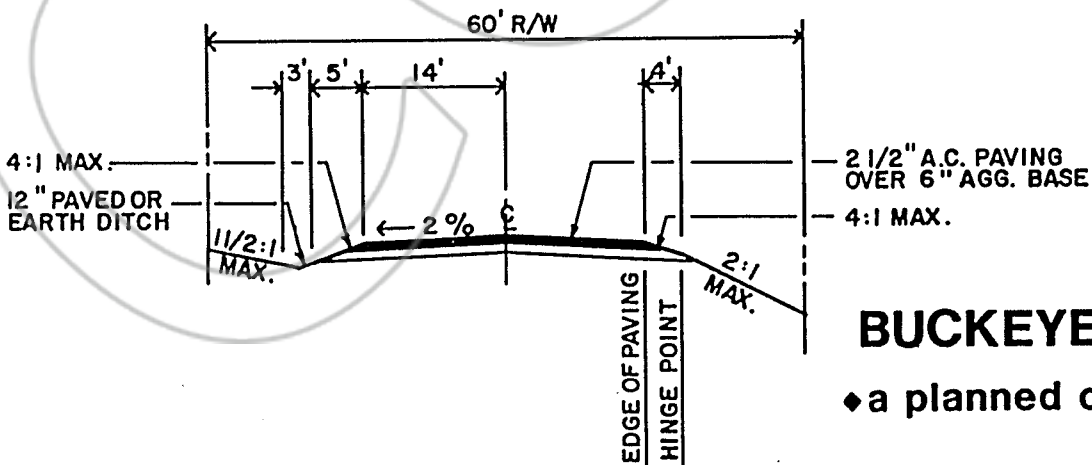
**DIVIDED PARKWAY STREET**

NO SCALE



**URBAN COLLECTOR STREET**

NO SCALE



**RURAL COLLECTOR STREET**

NO SCALE

**BUCKEYE CREEK**  
 ♦ a planned community ♦

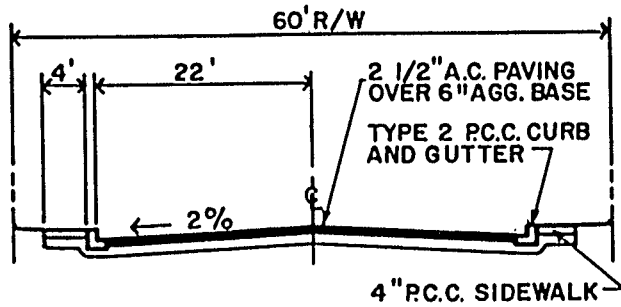
**STREET SECTIONS**

139433

2.47

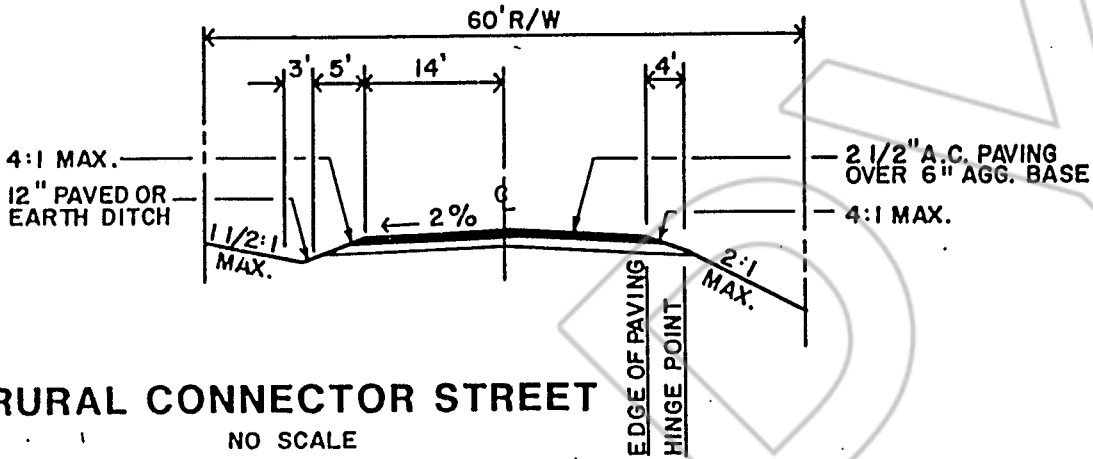
BOOK 886 PAGE 2308

**FIGURE 4**



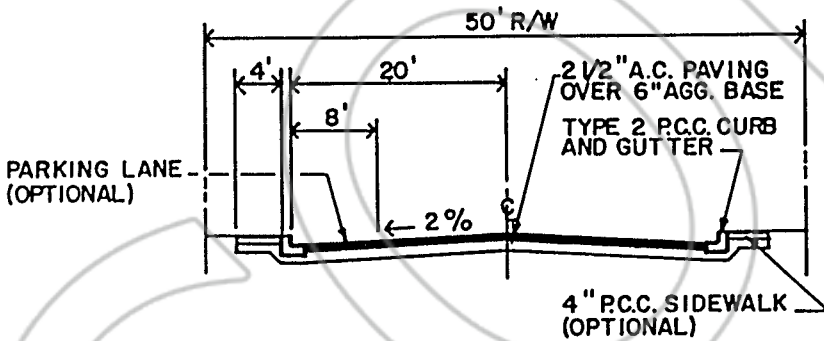
**URBAN CONNECTOR STREET**

NO SCALE



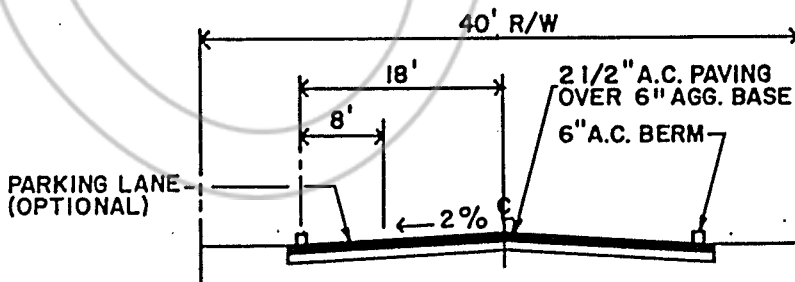
**RURAL CONNECTOR STREET**

NO SCALE



**URBAN LOCAL STREET**

NO SCALE



**NEIGHBORHOOD LOCAL STREET**

NO SCALE

**BUCKEYE CREEK**

◆ a planned community

**STREET  
139433 SECTIONS**

## Local Streets

The local streets are designed to move traffic from individual homes to the connector streets described above.

Type VI - Local Urban Streets will be the primary street type used within all of the single family residential areas of Buckeye Creek. As tentative phase maps are prepared, it may be determined that only one parking lane may be required to handle visitor and resident parking in certain areas of Buckeye Creek. Should adequate off-street parking be otherwise provided, one parking lane may be omitted. Also, in neighborhoods where intensive landscaping may take place, redwood headers and grass swales may, upon the approval of the Director of Public Works, replace the typical curb and gutter. In this case, the local Homeowner's Association would be responsible for these landscaped drainage features.

Type VII - Neighborhood Local Streets will be used within the patio home areas of Buckeye Creek. These streets will be somewhat narrower than the Type VI Urban Streets and will utilize an asphalt berm for drainage. Pedestrian trails which will be provided along the rear lot lines may, upon the approval of the Director of Public Works, eliminate the need for standard sidewalks.

Street grades of all roads will be designed not to exceed local ordinances.

## Circulation Standards

Level of Service expresses the conditions existing under various speed and volume conditions on any highway or street. These levels of service, designated "A" through "F", from best to worst, cover the entire range of traffic operations that may occur.

1. Level of Service "A" describes condition of free flow with low volumes and high speeds, with speeds controlled by driver desires, speed limits and physical roadway conditions.
2. Level of Service "B" is in the zone of stable flow with operating speeds beginning to be restricted somewhat by traffic conditions. Drivers still have reasonable freedom to select their speed and lane operations.
3. Level of Service "C" is still in the zone of stable flow, but speeds and maneuverability are more closely controlled by the higher volumes. Most of the drivers are restricted in their freedom to select their own speed, to change lanes, or to pass. A relatively satisfactory operating speed is still obtained with

service volumes perhaps suitable for urban design practice.

4. Level of Service "D" approaches unstable flow with tolerable operating speeds being maintained, though considerably affected by changes in operating conditions. Fluctuations in volume and temporary restrictions to flow may cause substantial drops in operating speeds. Drivers have little freedom to maneuver and comfort and convenience are low, but conditions can be tolerated for short periods of time.
5. Level of Service "E" cannot be described by speed alone, but represents operations at even lower operating speeds than in level "D", with volumes at or near the capacity of the highway. At capacity, speeds are typically, but not always, in the neighborhood of 30 mph. Flow is unstable, and there may be stoppages of momentary duration.
6. Level of Service "F" describes forced-flow operation at low speeds where volumes are below capacity. These conditions usually result from queues of vehicles backing up for a restriction downstream.

Because Buckeye Creek is being designed to an urban density, the service volume standards will be those suited for urban designs, i.e., level of service "C".

## 2.18 RECREATION STANDARDS

Under the design requirements for a planned unit development, Buckeye Creek will provide 30 percent (30%) of the total project area as recreation/open space. With a total project area of approximately 722 acres, this requirement represents approximately 216 acres.

This open space/recreational area will be divided between a variety of uses and locations throughout the Buckeye Creek project. These uses include:

1. Areas of natural, undisturbed open space;
2. Areas for active outdoor recreational use, such as a golf course, playgrounds, and ball fields;
3. Areas for more passive recreational use, such as landscaped parks, and pedestrian and bike trails; and
4. Areas used as an open space or landscape buffer.

Undisturbed Open Space

139433

Buckeye Creek is essentially designed as an urban community. as such, the recreational opportunities provided within Buckeye Creek will be oriented primarily toward an urban type of use. However, the rural nature of the Carson Valley and its associated recreational opportunities will be retained within the project by setting aside large areas of undisturbed, natural open space. These areas will provide for wildlife habitat, scenic viewsheds, and may incorporate hiking trails. In addition to the natural open space within the project boundaries, a virtually unlimited number of acres of undeveloped BLM lands are easily accessible from the eastern edge of the project.

### Active Outdoor Recreation

One of the major features of the recreation component of Buckeye Creek is the golf course. The golf course will provide a large green open space within the center of the community, and will provide linkages with other recreational features of the project. Initially planned for 9 holes, it is anticipated that the golf course will be expanded to 18 holes ultimately.

The golf course design will begin during Phase II of the project. The actual build-out date for the course will depend upon marketing factors and perceived demand, but in any event, the course shall be built prior to completion of the final phase of Buckeye Creek. General standards and design criteria can be identified at this time. The golf course will be a regulation length course of approximately 2,200 yards for the first 9 holes. It will be designed by a professional golf course/landscape architect, and will be able to serve a population of 25,000 people.<sup>1</sup> Actual size of the golf course cannot be determined until final design, but it will cover a minimum of 50 acres. The golf course will also contain a club house including a pro shop and a restaurant.

Additional active recreational opportunities which will be provided within Buckeye Creek include family play areas, outdoor court games, racquet games, field sports, ball parks, and a swimming pool. The standards by which these facilities will be provided are listed in the following Table 1.

---

<sup>1</sup>/ National Recreation and Park Association, 1983, p.61.



TABLE 1

ACTIVE RECREATIONAL FACILITY STANDARDS

<u>Activity</u>	<u>Standard/Population</u> <sup>1</sup>	Total
		<u>Standard/Unit</u> <sup>2</sup>
<u>Family Play</u> - Children's Playground Open Play Area	1 Area/1,000 People	1 Area/420 Units
<u>Court Games</u> - Primarily Basketball	1 Court/2,000 People	1 Court/840 Units
<u>Racquet Games</u> - Tennis Courts	1 Court/2,000 People	1 Court/840 Units
<u>Field Sports</u> - Soccer, Football Fields	1 Field/7,500 People	1 Field/3,150 Units
<u>Ball Parks</u> - Baseball, Softball Diamonds, Backstops	1 Park/3,000 People	1 Park/1,260 Units
<u>Swimming Pool</u>	1 Pool/20,000 People	1 Pool/8,403 Units

These facilities shall be provided at the mid-point of each standard/unit. For example, the first family play area will be provided at the time of construction of the 210th unit. See Table 8, page 2.73 for full phasing thresholds.

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1/ National Recreation and Parks Association, 1983, p.76.

2/ Based upon estimated 2.38 People/Unit x 3,302 Units = 7,859 People.

## Passive Recreational Use

More passive types of recreational opportunities are also an important component of the recreational plan for Buckeye Creek. Integrated within the design of Buckeye Creek is a system of park lands and open space for the primary use of passive types of recreation such as picnics, walking, and viewing the outdoors. Many of these park lands will include some of the more active recreational components previously mentioned, others will be strictly for a more quiet, passive recreational experience. The actual design of these parks and the types of active recreational facilities to be provided within them will be dependent upon the adjacent land uses and anticipated users of the park, but the outline for the park system will be based upon the minimal standards listed in Table 2.

TABLE 2  
PARK SYSTEM AND OPEN SPACE STANDARDS

<u>Park Type</u>	<u>Associated Uses</u>	<u>Acres/ Population<sup>3</sup></u>	<u>Acres/ Unit<sup>4</sup></u>	<u>Parks/Unit</u>
Mini-Park 1 AC or Less	<ul style="list-style-type: none"> <li>◦ Outdoor Sitting Area</li> <li>◦ Play Lots</li> <li>◦ Shade Areas &amp; Lawn</li> </ul>	0.5 AC/1,000	0.5 AC/420	1 Park/420
Neighborhood Park 5-10 AC	<ul style="list-style-type: none"> <li>◦ Active Rec. Facilities</li> <li>◦ Playgrounds</li> <li>◦ Play Fields</li> <li>◦ Parking Lot</li> <li>◦ Shade Areas &amp; Lawn</li> </ul>	2.5 AC/1,000	2.5 AC/420	1 Park/1,680
Community Park 15-30 AC	<ul style="list-style-type: none"> <li>◦ Swimming Pool</li> <li>◦ Picnic Areas</li> <li>◦ Active Rec. Facilities</li> <li>◦ Parking Lot</li> <li>◦ Play Fields &amp; Spectator Areas</li> </ul>	5 AC/1,000	5 AC/420	1 Park/2,520
Trails	<ul style="list-style-type: none"> <li>◦ Hiking</li> <li>◦ Bicycle</li> <li>◦ Jogging</li> </ul>	1 mile/3,000		1 mile/1,260
	TOTAL	8 AC/1,000		

These park areas shall be provided at the mid-point of each park/unit standard. See Table 8, page 2.73 for full phasing thresholds.

<sup>3/</sup> National Recreation and Park Association, 1983, p.86-87.

<sup>4/</sup> Based upon estimated 2.38 people/dwelling unit.

## Open Space Buffers and Linkages

These recreation/open space areas link together other recreation and open space areas and separate non-similar land uses. They may be greenways, parkways, landscaped boulevards, open space linkages, median green strips, trailways, or natural drainage courses available for hiking and bicycling. These areas, though often small in area, serve as an important connection for the recreational opportunities to Buckeye Creek.

### 2.19 WASTE WATER TREATMENT AND DISPOSAL FACILITY STANDARDS AND CONCEPTUAL DESIGN

The waste water treatment and disposal system for Buckeye Creek is planned to be developed in phases over the life of the project. It should be noted that waste water discharge permits issued by Nevada's Division of Environmental Protection (DEP) identifies 30-day average flow limitations, which is utilized by the Division for the approval/disapproval of subdivisions to be connected to the permitted facilities. The Division of Environmental Protection has established the policy that precludes them from approving the subdivisions to be connected to the waste water treatment facilities which are at their design capacity. Once the Division has received plans and specifications for the construction of additional waste water facilities, have approved these plans, and have determined the construction of these facilities is approximately 12 months from completion, it will then begin approving subdivisions to be connected to these facilities. This 12 month schedule has been identified as the time required for construction of subdivisions, once they have been approved by the Division, and corresponds to the completion of construction of the new waste water treatment facilities. The information that follows briefly describes the proposed waste water treatment facilities, the facilities' design flow, and corresponding number of residential units that can be effectively served by these facilities. The design and construction of the facilities will follow the DEP policy on expansion above.

#### Division of Environmental Protection Design Standards

The Division of Environmental Protection (DEP) requires that waste water collection, treatment, and disposal facilities be designed in accordance with Nevada Administrative Code (NAC) 445.180. All waste water treatment, collection, and disposal facilities that are required by Buckeye Creek, Nevada, shall be designed and constructed in accordance with this regulation. These NAC's are quoted as follows:

NAC 445.180 Design and Construction of Treatment Works.

1. In reviewing the design of treatment works, the department shall use as guidelines the applicable requirements of "Ten State Standards", appropriate American Society of Civil Engineers Manual of Engineering Practice, or federal or other accepted engineering guidelines.
2. As a minimum, sewerage system designs must be based on 100 gallons (378.5 liters) per person per day and 3.5 persons per lot or dwelling unit and peak flows, unless the design engineer can demonstrate validity of other design criteria derived from existing records of the sewerage authority for an area of like development on the system or from the general plan of the local government.
3. Complete engineering plans and specifications prepared by a qualified professional engineer, authorized under state law to prepare such plans and specifications, must be submitted, covering such items as sewage collection, treatment and disposal and all other matters properly relating thereto.
4. If a discharge to the waters of the state is proposed, the design of the treatment works must ensure compliance with the appropriate provisions of NAC 445.140 to 445.174, inclusive.

[Environmental Commission, Water Pollution Control Reg. 3.2.1-3.2.4, eff. 5-2-78]

#### Start-Up Facilities

Considering the fact that the initial flows from the community will be extremely low, two alternatives (Nos. 1 and 2) are proposed for the effective treatment of the waste water generated. These alternatives are described as follows:

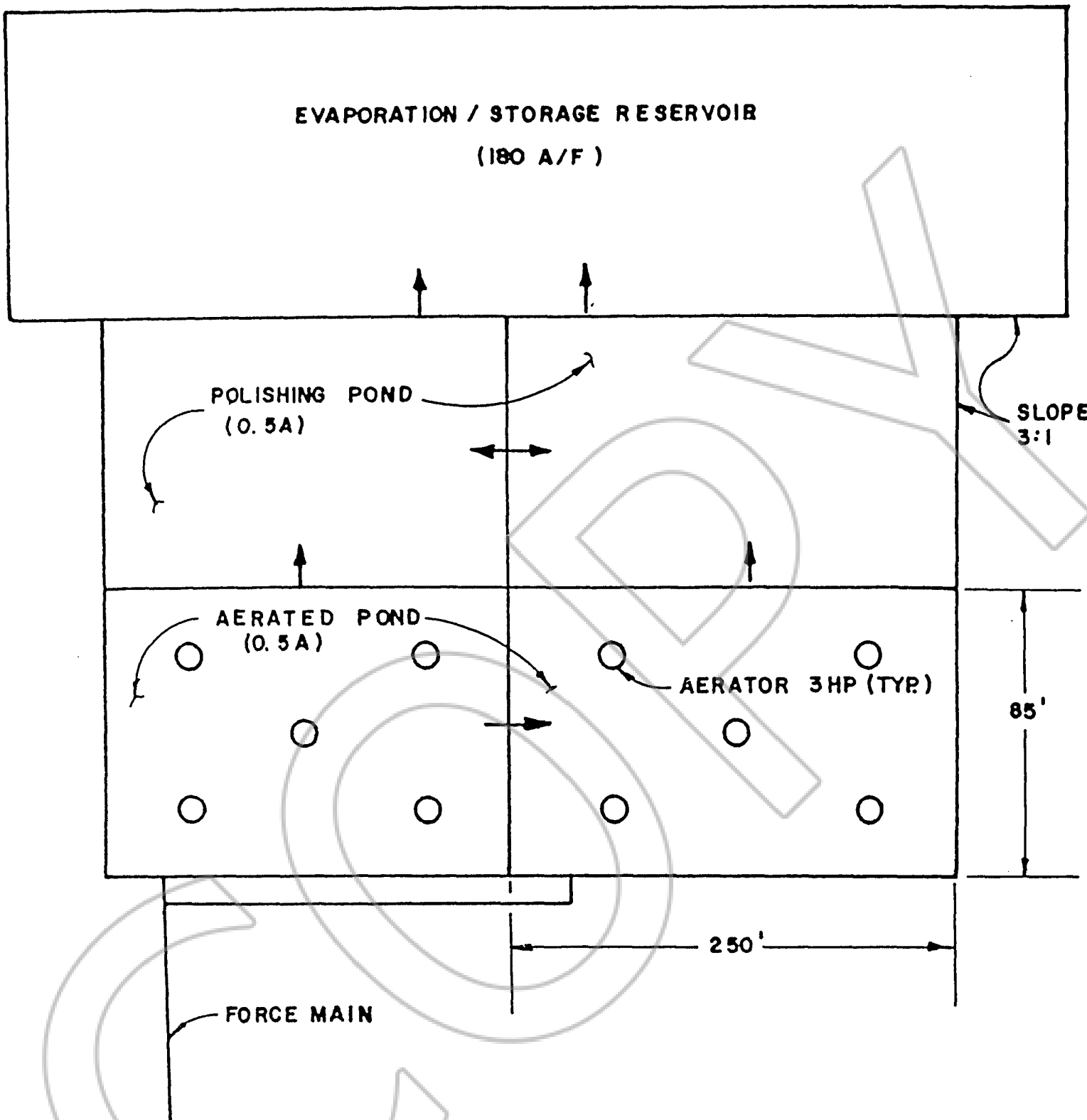
##### Alternative No. 1

Proposes to treat the domestic waste water in four aerated ponds approximately 0.5 acres in surface area (see Figure 6).

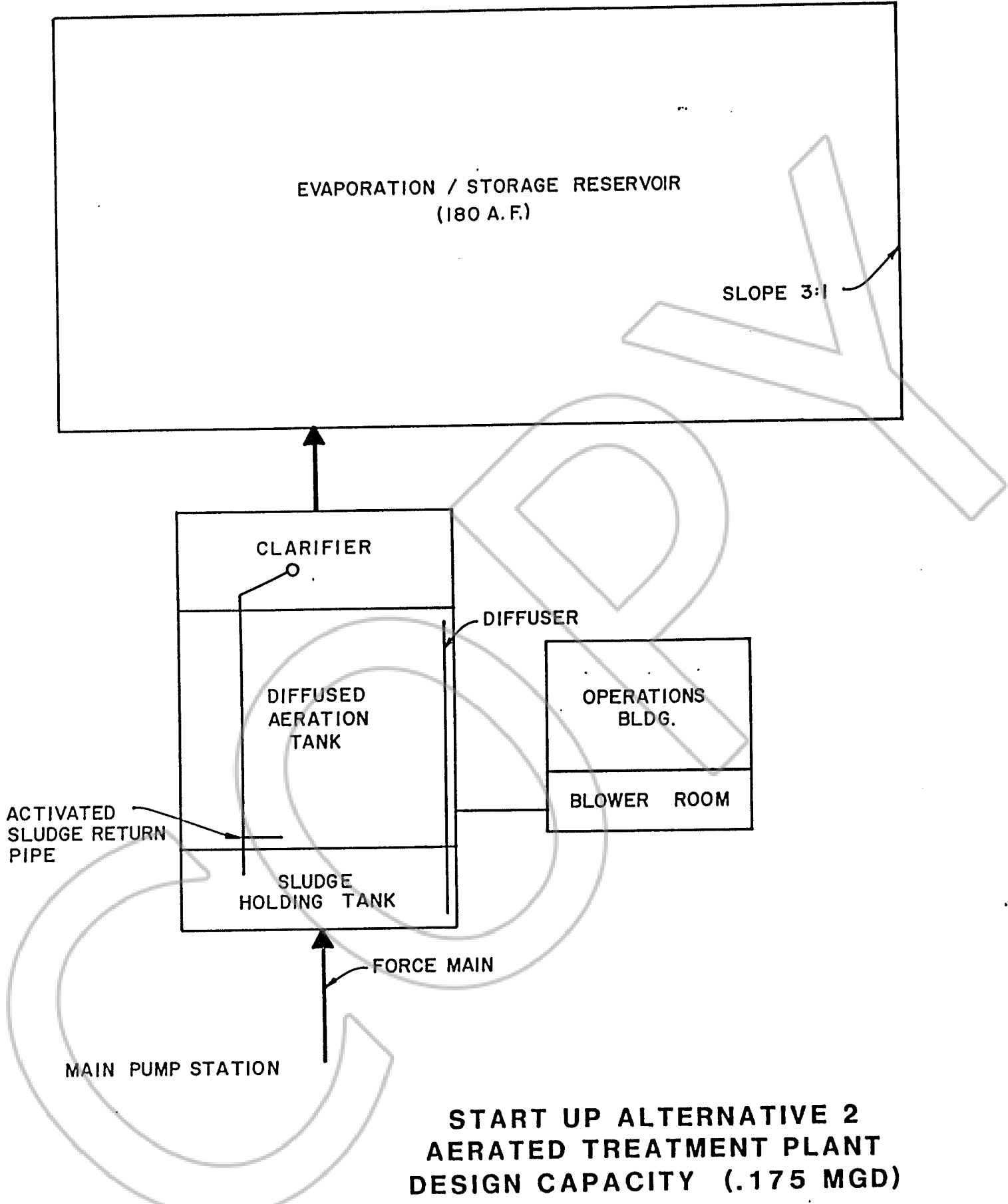
##### Alternative No. 2

Would utilize a small treatment plant with an activated sludge process for the effective treatment of the waste water generated. These two alternatives would store the effluent generated during the winter months in an evaporation/storage reservoir with an effective volume of approximately 180 acre feet of storage (see Figure 7).

Both of these waste water alternatives would handle a design flow of 0.175 million gallons per day, which corresponds to the flow



**START UP ALTERNATIVE 1  
AERATED POND  
DESIGN CAPACITY (0.175 MGD)**



**START UP ALTERNATIVE 2  
AERATED TREATMENT PLANT  
DESIGN CAPACITY (.175 MGD)**

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**FIGURE 7**

generated by 500 residential units. The effluent generated by this facility and stored in the reservoir would require only 98 acre feet of the 180 acre feet storage capacity. This 98 acre feet of stored effluent and the effluent generated daily during the summer months would require approximately 40 acres for the proper disposal on irrigated land.

### Solids Handling Expansion

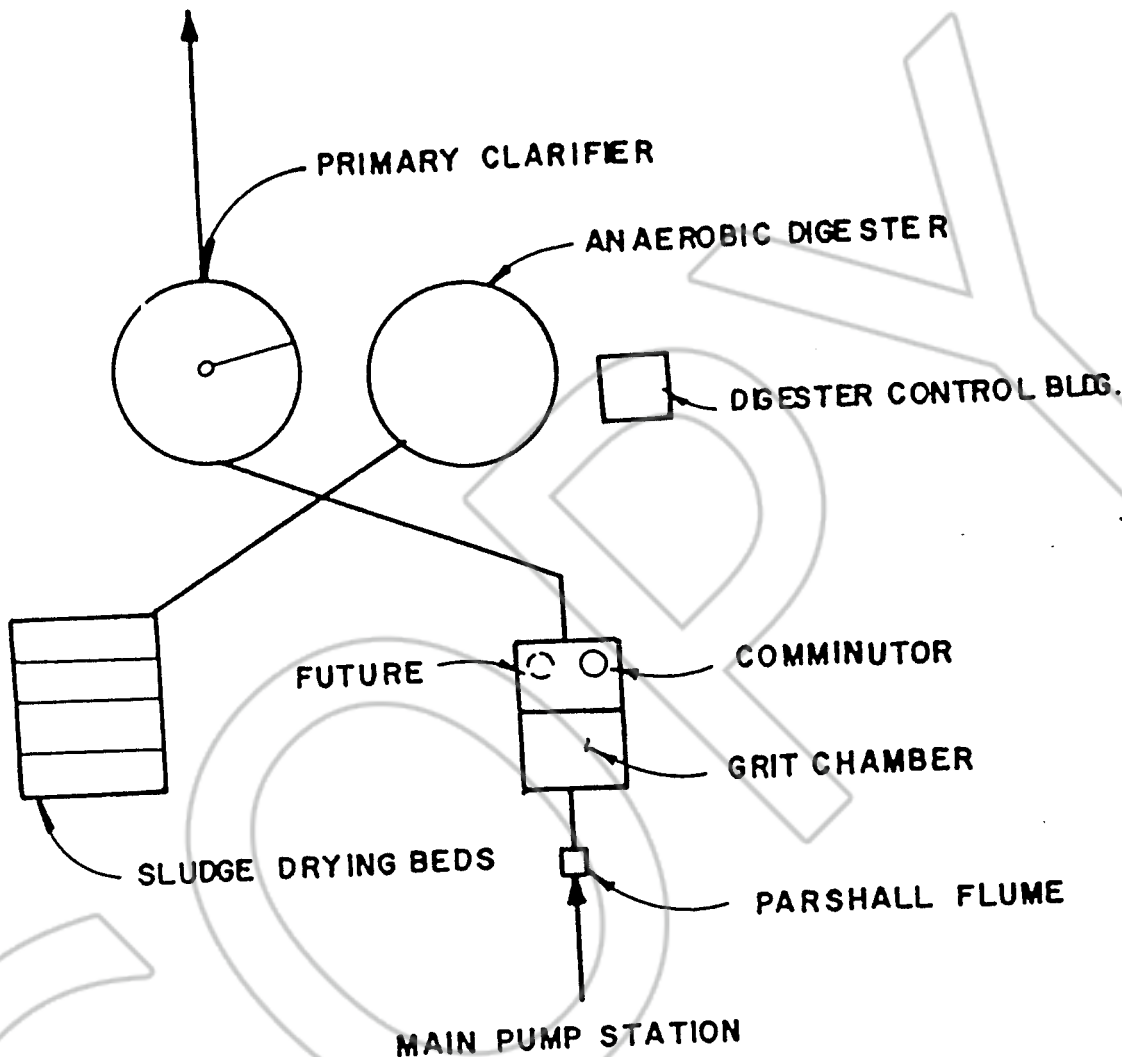
Approximately 12 months prior to Alternative No. 1 or Alternative No. 2 reaching their design capacity, construction of a solids handling alternative must be initiated. This will allow for the timely completion and start-up of the facilities and allow for the continued approval of subdivisions within the community. These solids handling facilities will require the construction of the headworks, primary clarifier and anaerobic digester, sludge drying beds, and sludge pump station (see Figure 9). The construction of these solids handling facilities will remove, at a minimum, approximately 35 percent (35%) of the BOD loading on Alternatives 1 and 2. Although additional aeration may be required within Alternatives 1 and 2, these facilities should provide for a design flow of approximately 300,000 to 350,000 gallons per day. This corresponds to a total of 1,000 residential dwelling units that the facility can effectively treat. The wintertime storage of this treated effluent will essentially consume the 180 acre feet of storage capacity proposed in the storage reservoir. The wintertime storage of this effluent and daily generation of additional waste water during the summer months will require approximately 85 acres of land for reuse of the treated effluent.

### Final Expansion

The proposed final expansion of this waste water treatment facility will provide the biological and secondary treatment units necessary to accommodate a design flow of 0.8 million gallons per day. This expansion will require the construction of a trickling filter unit, secondary clarifier, filtration facilities, and expansion of the storage reservoir to accommodate an additional 265 acre feet of storage capacity. This facility will handle a design flow of 0.8 million gallons per day, which corresponds to 2,285 residential units. the reuse and effluent disposal areas would require approximately 200 acres for proper reuse of the effluent. Once this expansion approaches the design flow of 0.8 mgd, parallel facilities would be constructed. Once these facilities are expanded, the design flow could be increased to approximately 1.6 million gallons per day, corresponding to approximately 4,572 residential units requiring a total storage capacity of approximately 880 acre feet, with a reuse area totaling approximately 400 acres. The Buckeye Creek project would not require the complete paralleling of facilities since the total residential units are approximately 3,400.

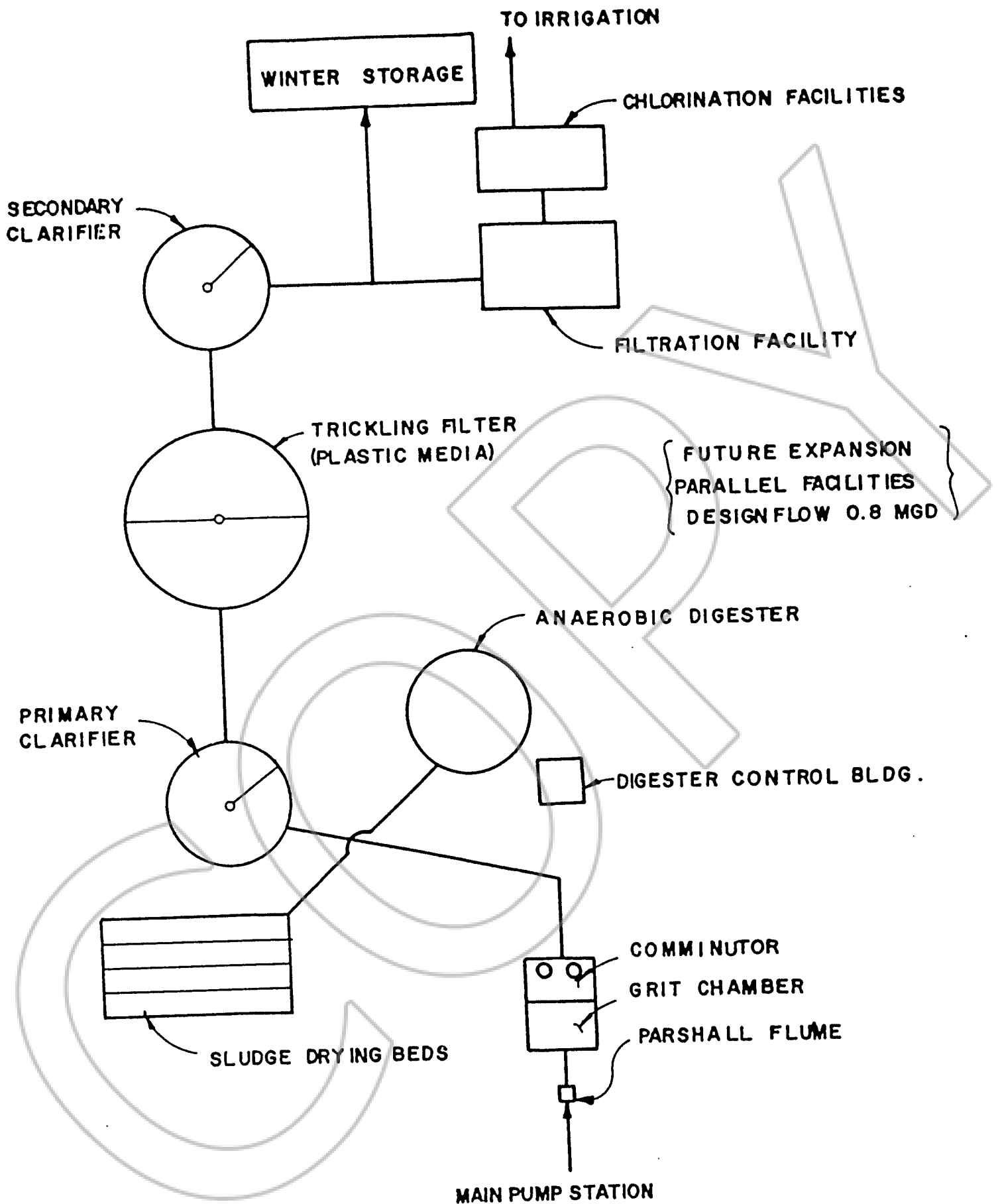


TO EXIST. FACILITIES ( AERATED PONDS / TREATMENT PLANT )



**SOLIDS HANDLING EXPANSION**  
**SOLIDS HANDLING DESIGN FLOW 0.8 MGD.**

**FIGURE 8 139433**



**TRICKLING FILTER TREATMENT FACILITIES**  
**DESIGN FLOW 0.8 MGD**

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Table 3 provides a summary of the waste water facilities design flow, equivalent residential units (ERU), storage requirements, and reuse requirements. Design flows will be monitored by a flow meter installed on the facilities.

TABLE 3  
SUMMARY OF WASTE WATER TREATMENT FACILITIES

TREATMENT PHASE	DESIGN FLOW gpd	ERU	STORAGE REQUIREMENT ACRE FT.	REUSE REQUIREMENT ACRES
Start-up Alta #1:#2 Alternative Nos. 1 & 2	175,000	500	98	40
Solids Expansion	350,000	1,000	180	85
FINAL EXPANSIONS				
Biological	800,000	2,285	450	200
Parallel Facility	1,600,000	4,572	880	400

At the present planning level, it is estimated that approximately 70 acres are available for reuse of the treated effluent. These areas include the golf course, medians and available land within the community recreation complex, and commercial and public lands that readily lend themselves to reuse of the effluent. Potable water will be used on the remaining acreages.

The additional acres required for proper reuse of the effluent will be developed from adjacent BLM or ranch lands. These lands can be made available from the BLM or ranches through an Recreation and Public Purposes lease or contract, respectively. Uses would include additional golf course area and irrigated agricultural production.

In addition, Buckeye Creek is awaiting the results of the Vasey Engineering Sewer Study for the Carson Valley prior to finalizing these sewer facility plans to insure reasonable consistency with the future County plan.

## Waste Water Treatment Disposal Site

The treatment and disposal sites utilized by Buckeye Creek, Nevada, shall meet with the approval of the Douglas County Commissioners. The Commissioners agree to assist the developer with acquisition of needed BLM or Bureau of Reclamation lands to be utilized for the treatment, collection, or disposal of Buckeye Creek, Nevada, waste water. This assistance may be in the form of an application for a Recreation and Public Purposes Grant (R&PP) to be filed with the appropriate agency at no cost to the County. The County will sublease to the developer for the purpose of construction of the treatment, collection, and disposal required for Buckeye Creek, Nevada. The developer agrees to participate in County approved regional waste water treatment and disposal facilities.

### 2.20 PUBLIC SAFETY

As per the recommendations of the East Fork Fire Protection District (EFFPD), the following standards for fire protection will be established within Buckeye Creek.

#### Water Supply

A water supply equivalent to Insurance Services Office's (ISO) standards for fire flow shall be provided throughout the community wherever combustible material is used for construction. The water supply lines will be installed by Buckeye Creek prior to the issuance of any building permits.

### 2.21 WATER SYSTEM GUIDELINES

The Buckeye Creek Community requires the development of a comprehensive water system to provide adequate domestic, landscape, and fire flows.

Water rights of record at the State of Nevada, Division of Water Resources which are applicable to the Buckeye Creek project area include Permits 48245 through 48254, as well as pending Applications 48342 and 48343.

Permits 48245 through 48254 have a total diversion rate of 6.975 cfs for water out of 10 separate well locations. The total combined duty of water from all of these permits is limited to 2083.1 acre-feet annually and is further restricted to 1,860 total dwelling units.

Applications 48342 and 48343 each propose to divert 6.5 cfs, 1,500 million gallons annually from two separate wells. These well locations are the same as two of the well locations already permitted under 48245 and 48248. These applications were prepared prior to finalization of the East Valley Master Plan Amendment.

It is anticipated that they will be reduced to reflect the needs of the East Valley Community. In addition, changes in location, number of wells, and place of use will be a continual part of the development of water rights for the community. As the community transitions from its early stages to maturity, water rights will need to change to fit the needs of the community. Table 4 outlines these water rights and anticipated consumption levels. Nevada State Law requires that the State Engineer within the Division of Water Resources must approve all final subdivision plans. This is a built-in check system to ensure that adequate water rights exist for the project. As has been previously stated, this Development Standards Handbook is only supplemental to federal, state, and local laws. Therefore, approval by the State Engineer for all phases of Buckeye Creek will be required, thereby ensuring that adequate water rights for each phase will be obtained.

The water system will be designed to ISO standards for fire flows and in accordance with the County water plan for the region<sup>1</sup>. A dynamic computer analysis similar to the "Micro-Hardicross" Program will be conducted for the system and all phases prior to final map recordation. Storage requirements for adequate domestic, landscape, and fire flows will be dependent upon well production capabilities. All flows shall be metered. A reservoir sufficient to provide for adequate flows for each phase of the project is anticipated to be located on the BLM lands east of the project boundaries at an approximate elevation of 5060 feet to provide adequate fire flows. It is anticipated that the major components of the water system will be provided with the initial construction of phase improvements. Further phases will primarily include increased well production and transmission line expansion. The service capabilities of the water system will be determined by the consulting engineer and approved by the State of Nevada Health Division, County Engineer, and the East Fork Fire Protection District.

#### Design Standards

All design standards for the construction of the water system will meet with the Standard Specifications for Public Works Construction, sponsored by Douglas County, et al, of 1978, and will be in accordance with Chapter 704 of the Nevada Revised Statutes, General Order No. 26. Standards for fire flow and fire hydrants will comply with Douglas County Ordinance 16.32.080 and the Uniform Fire Code. Standards for water storage will meet ISO standards and total storage capacity will meet the American Insurance Association (AIA) standards.

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<sup>1</sup>/ East Valley Master Plan for Water, Lumos and Associates, March 1985.

TABLE 4

BUCKEYE CREEK  
WATER SYSTEM DEMAND

<u>Land Use</u>	<u>Units</u>	<u>Consumption</u>	<u>Total Consumption</u>	
			<u>MGA</u>	<u>AF/YR.</u>
Landscaping 60 acre golf course, 10 acre medians, 20 acre schools, 20 acre parks.	110 acres	4.0 AF/AC	143.4	440.0
12,000 sq. ft./du	425	1000 gpd	155.1	476.2
8,500 sq. ft./du	891	1000 gpd	325.2	998.3
8 du/ac (duplexes)	800	500 gpd	146.0	448.0
15 du/ac (condos & apts.)	1290	350 gpd	164.8	505.9
Commercial (20 units/ac)	700	50	12.8	39.2
Schools (two @ 500	1000	50 gpd	<u>9.1</u>	<u>27.8</u>
TOTALS			<u>956.4</u>	<u>2935.4</u>

## WATER RIGHTS

## Initial Water Rights

Permits 36101-03	1799.9 AF/Yr.
Applications 48342-43	<u>4603.3</u> AF/Yr.
Total	6403.2 AF/Yr.
Required	<u>2935.4</u>
Excess W/R	3467.0 LF/Yr.

## New Water Rights Filings

Applications 49416-8 (change to 36101-03)	1799.9 AF/Yr.
Application 49434-35 (change to applications 48342-33, with reduced duty)	<u>1780.0</u> AF/Yr.
Total Pending	3579.9 AF/Yr. (1166.5 mga)

The attached maps and phasing diagrams indicate the contemplated method by which the Buckeye Creek project will be developed over time. The principles involved in developing specific phases are based upon a mix of housing types, with the concept of having each phase standing somewhat independently from the balance of the community. As such, the various improvements, facilities, and amenities provided will be done within a phased program. Guidelines include, avoiding creation of long roadway deadends in favor of looped access streets, placement of adequate utility facilities such as looped water systems and sewer facilities for each phase as needed, and provision of a mix of housing types. Quasi-public utilities such as gas, electricity and telephone are also included, as well as an amenity package for each phase.

The graphic representation is meant to be flexible and allow the developer options of combining, substituting, exchanging, or mixing phases as long as the principles involved within the development of the phases are followed. For instance, development of Phase IV could precede Phase II if the roadway and infrastructure components were completed to adequately serve Phase IV. The sewer treatment facility development is done in phases and it is recognized that the sewer system capacity cannot be absolutely quantified. As a result, a monitoring program must be established to determine the ongoing capacity and to develop projections for future needs based upon anticipated demands. Similarly, the systems for roadway capacity, water system capacity, etc., will also be subject to an ongoing monitoring program which will anticipate existing capacities and future needs to determine future improvement requirements. Therefore, this phasing summary provides the best estimation for the development of the Buckeye Community, but with the knowledge that it may evolve and change as market demands dictate.

Following is a description of the anticipated elements within each phase. The included tables indicate threshold levels for each phasing element.

#### PHASE I

Phase I consists of apartment, townhouse, cluster, and single family unit areas and several park areas. Phase I, while being a large phase within the overall project, is anticipated to be constructed over a number of years. The reason for the magnitude of Phase I is due to the significant infrastructure which must be placed in order to begin the project.

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## Roadways

Buckeye and East Valley roadways will be provided prior to Phase I, and the vehicle for financing this portion of the project is anticipated to be through the establishment of a local assessment district. The local roadway system within Phase I is designed to accommodate the needs of the future residents, to provide a minimum of two major accesses to East Valley Road, and to provide a looped system. All the looped roadways within Phase I would be completed as development is phased within this portion of the project. The phasing maps indicate the major system of roadways anticipated to be constructed initially. Other minor roadways would be constructed as each unit within the phase is developed.

## Infrastructure

Included for infrastructure requirements would be the initial sewer collection and pump station facility, as well as the beginnings of the sewer treatment facility which would consist of an evaporation storage reservoir system and solids handling facilities. The water system would consist of a minimum of two wells, a storage reservoir and a distribution system within the phase for domestic and fire flows.

## Amenities

Amenities included within this phase are a community entry statement, a neighborhood entry statement, bicycle and pedestrian paths, three mini-parks and one neighborhood park area would also be included within this phase along with the facilities described in Table 8. Also included is the dedication of a three acre parcel for law enforcement use. The first school site would be dedicated with this phase as well.

## PHASE II

Phase II would consist of extension of the Project along East Valley Road and a looped connector through the Project north of Stockyard. This phase would include apartment areas, condominium areas, single family areas, and cluster areas.

## Roadways

Roadway improvements would include East Valley Road and collector roadways within a looped concept. A possible alternative temporary street connection across the golf course is indicated to assure adequate looped access is maintained if the entire collector loop is not constructed initially.



## Infrastructure

Infrastructure requirements would be expansion of the sewer collection system, the addition of trickling filter facilities to the treatment processes, and expansion of the water system which would include the distribution system and a potential new well.

## Amenities

The amenity features would include an additional neighborhood entry, expansion of the bicycle/pedestrian paths, and the development of the golf course/recreation center and community park for the Project.

## PHASE III

Phase III would include single family dwellings and cluster units. Also included would be a second school site.

## Roadways

Roadway improvements would include the internal roadways within the project area and extension of Stockyard Road east.

## Infrastructure

Infrastructure improvements would include the expansion of the sewer collection system. Water improvements would include an additional well, and expansion of the distribution system.

## Amenities

The amenity features would include an expansion of the mini park and neighborhood park system and continued development of the community recreation facility.

## PHASE IV

Phase IV would include single family dwellings, cluster units, and an extension of the East Valley Road and internal road system for this area. Phase IV is smaller in scope than the previous phases.

## Roadways

Roadways would include the East Valley Road, north, and the internal local circulation.

## Infrastructure

Sewer system components would include expansion of the collection system, and the placement of additional solids handling facilities. The water system would include the expansion of the distribution system and possible new well.

## Amenities

Amenity package features would include neighborhood entry, expansion of the bicycle/pedestrian system, and park areas.

## PHASE V

Phase V would include single family dwelling units.

## Roadways

Roadway improvements would include the extension of the internal road system.

## Infrastructure

Infrastructure improvements would include expansion of the sewer and water system distribution systems and continued expansion of parallel facilities for the sewer treatment system.

## Amenities

Amenity features would include development of additional park sites.

TABLE 5

SEWER TREATMENT SYSTEM PHASING SUMMARY

<u>PROJECT PHASE</u>	<u>TOTAL DWELLING UNITS</u>	<u>TREATMENT FACILITIES</u>	<u>THRESHOLD LEVEL</u>
1	1123	Start-up facility Solids handling facility	Up to 500 units Up to 1,000 units
2 units	2229	Trickling filter unit  Secondary clarifier Filtration facility Expansion of storage reservoir	Up to 2,285
3 units	2765	Additional solids handling facility	Up to 3,000
4,5 units	3406	Additional parallel facili- ties	Up to 4,572

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TABLE 6

WATER SYSTEM PHASING SUMMARY

<u>PROJECT PHASE</u>	<u>CUMULATIVE TOTAL DWELLING UNITS</u>	<u>WATER SUPPLY AND STORAGE</u>	<u>THRESHOLD LEVEL</u>
1	1123	2 wells & storage reservoir	1000 gal/day/unit +1,200 gal/minute fire flow
2	2229	Additional wells	1000 gal/day/unit +1,200 gal/minute fire flow
3	2765	Additional wells Possible storage reservoir	1000 gal/day/unit +1,200 gal/minute fire flow
4,5	3302	Additional wells	1000 gal/day/unit +1,200 gal/minute fire flow

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TABLE 7

RECREATIONAL FACILITY PHASING SUMMARY

<u>PROJECT PHASE</u>	<u>CUMULATIVE TOTAL DWELLING UNITS</u>	<u>FACILITY</u>	<u>THRESHOLD</u>	<u>FACILITY/ PHASE</u>
1	1123	Family Play	210th, 630th 1050th unit	3
		Court Games	420th unit	1
		Racquet Games	420th unit	1
		Ball Park	630th unit	1
2	2229	Family Play	1470th, 1890th unit	2
		Court Games	1260th, 2100th unit	2
		Racquet Games	1260th, 2100th unit	2
		Field Sports Ball Park	1575th unit 1890th unit	1 1
3	2765	Family Play	2310th, 2730th unit	2
4 & 5	3302	Family Play	3150th unit	1
		Court Games	2940th unit	1
		Racquet Games	2940th unit	1
		Ball Parks	3150th unit	1
		Swimming Pool	-	1

TABLE 8

PARK SYSTEM AND OPEN SPACE PHASING SUMMARY

<u>PHASE</u>	<u>TOTAL DWELLING UNITS</u>	<u>PARK AND CREW SPACE SYSTEM</u>	<u>THRESHOLD LEVEL</u>	<u>PARK PHASE</u>
1	1123	Mini-Park	210th, 630th 1050th unit	3
		Neighborhood Park Trails	840th unit 630th unit	1 1 mile
2	2229	Mini-Park	1470th, 1890th, unit	2
		Community Park Trails	1260th unit 1890th unit	1 1 mile
3	2765	Mini-Park	2310th, 2730th unit	2
		Neighborhood Park	2500th unit	1
4 & 5	3302	Mini-Park	3150th unit	1

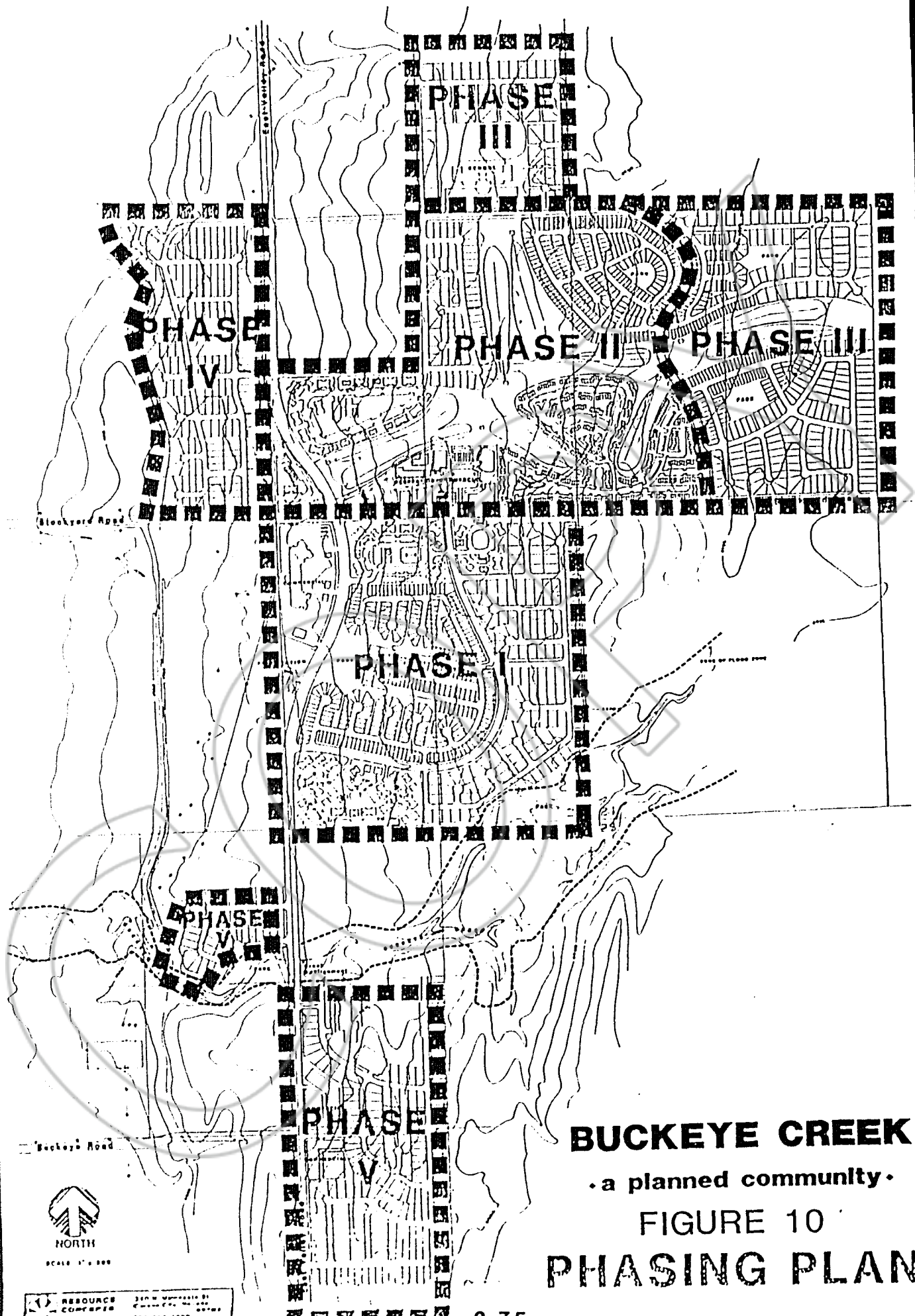
## PHASING DIAGRAMS

The following phasing diagrams show graphically the concepts discussed previously. The area of each phase is indicated by shading. Main roadways necessary for looped access are shown in bold dashed lines, while minor access loops or local streets are shown in smaller dashes. The major loop would be constructed initially with each phase or an alternate or temporary loop would be developed until the main loop was completed. Extension of the main county roadways, East Valley Road and Stockyard Road, are also shown with the phase contemplated for their development.

Similarly, water and sewer system components of the infrastructure would be completed with each phase to provide adequate service to each area. The recreation components contained within the shaded areas would be developed during the development of each phase.

Minimum components for the development of a phase or sub-phase shall include a looped roadway system with two accesses to main roadways, adequate domestic and fire flows as approved by the East Fork Fire Protection District and Douglas County, and sewer service and other utilities to each lot or parcel.

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PHASE I

PHASE II

PHASE III

PHASE IV

PHASE V

PHASE VI

**BUCKEYE CREEK**

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FIGURE 10

**PHASING PLAN**



SCALE 1" = 800'

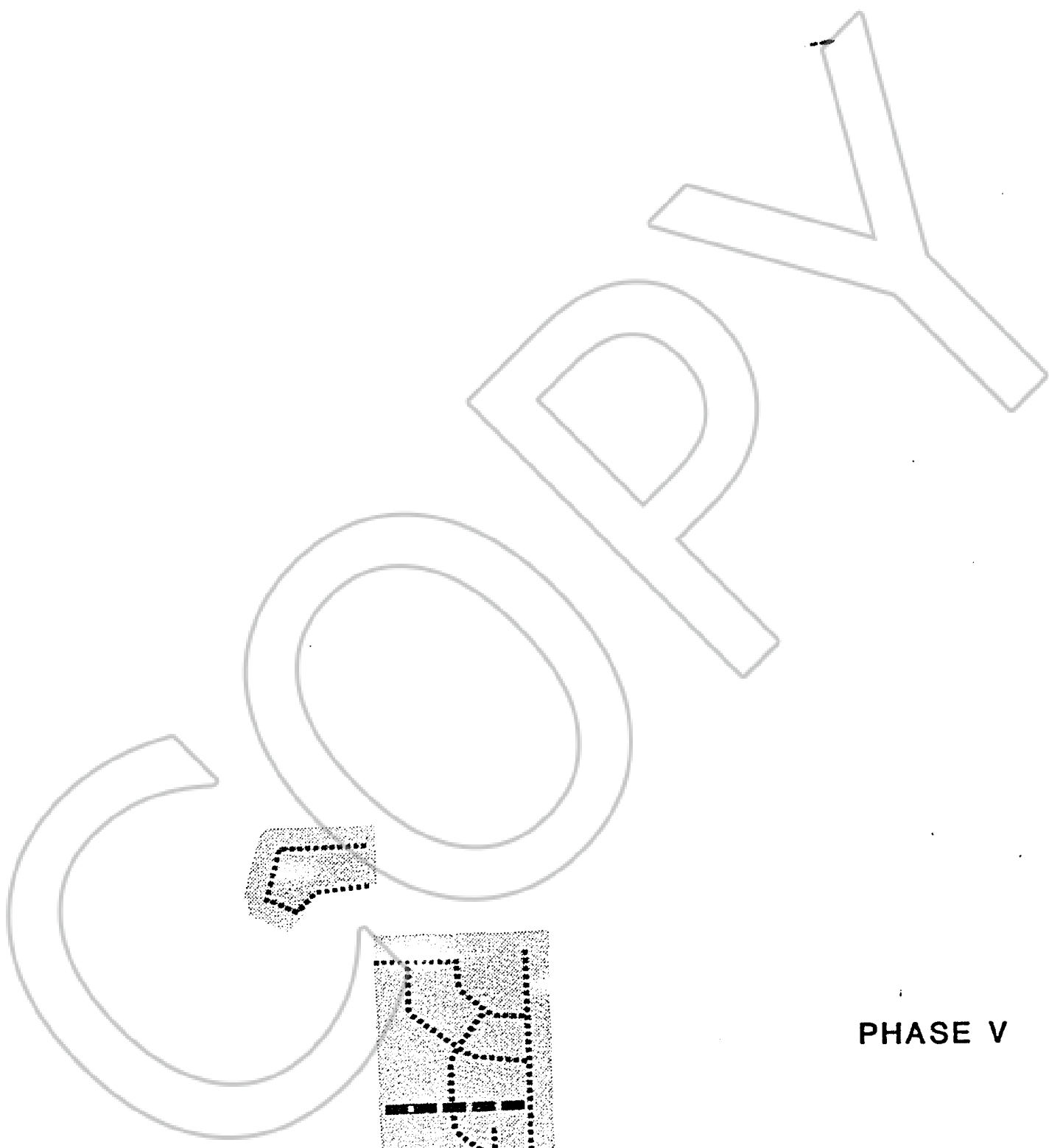
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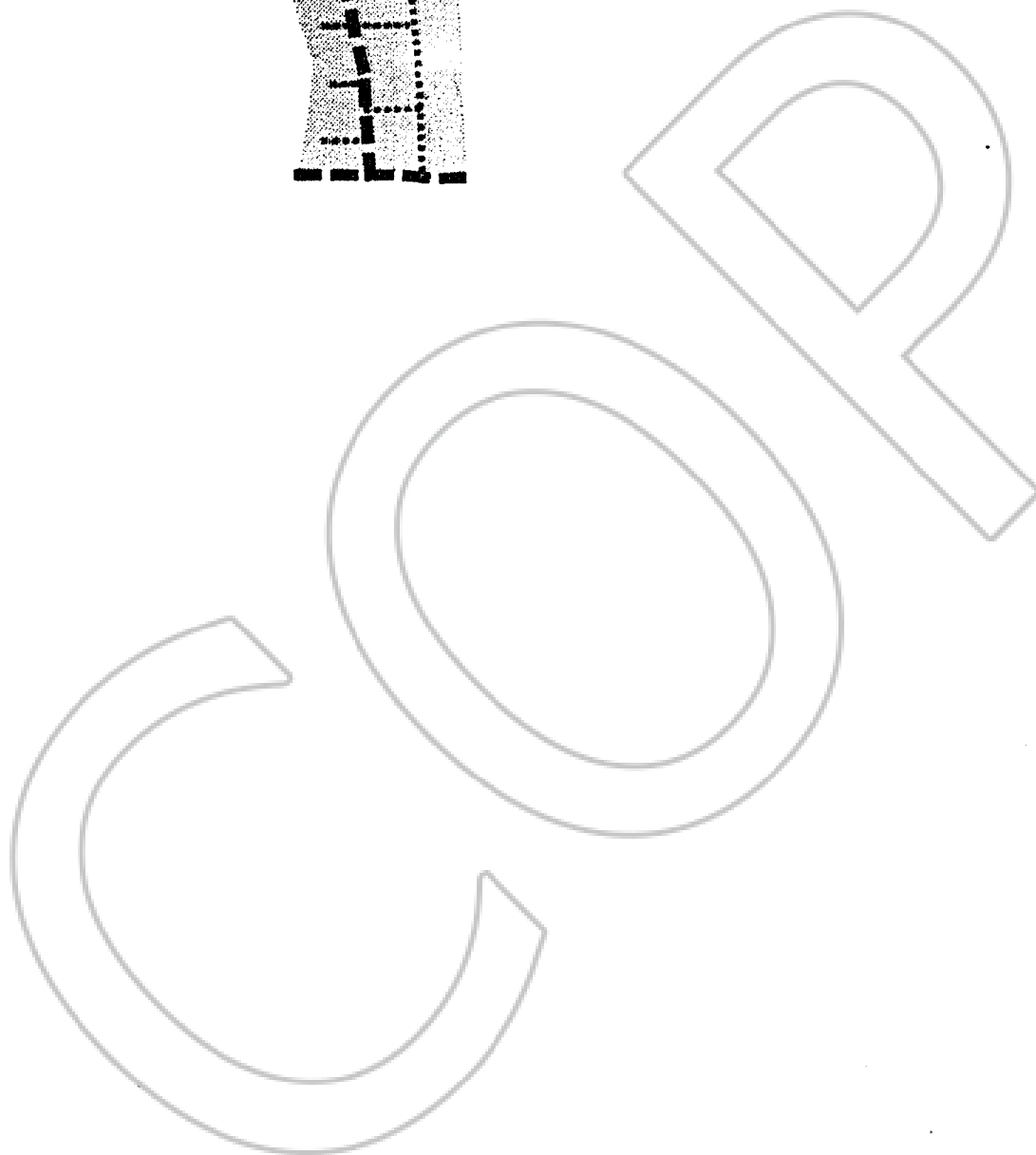
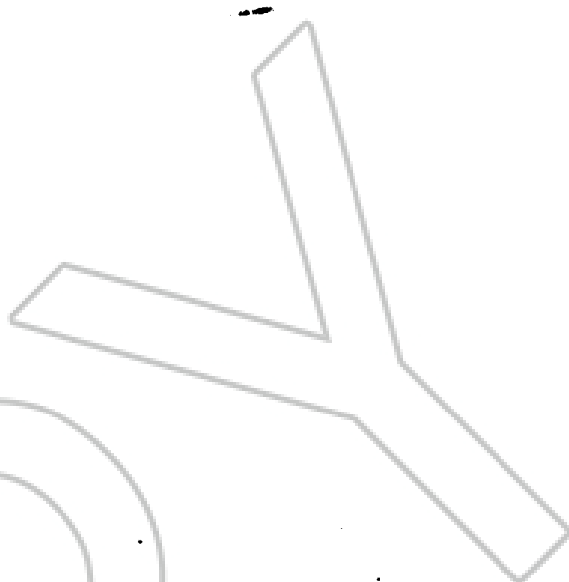
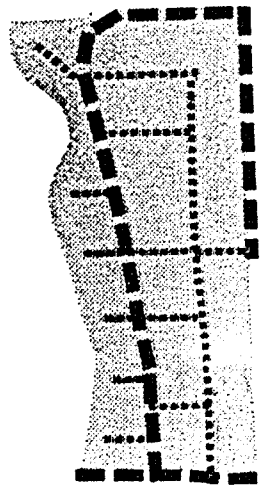
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PHASE V

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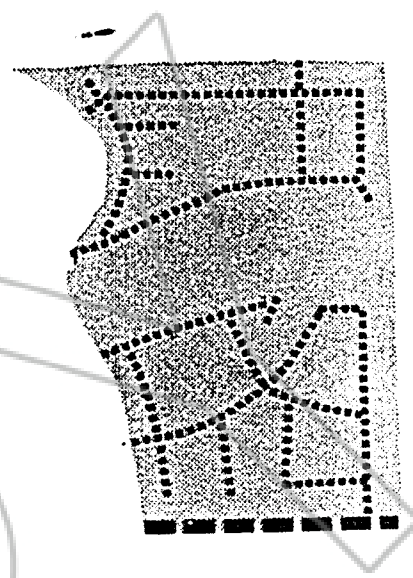
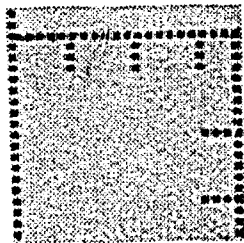


PHASE IV

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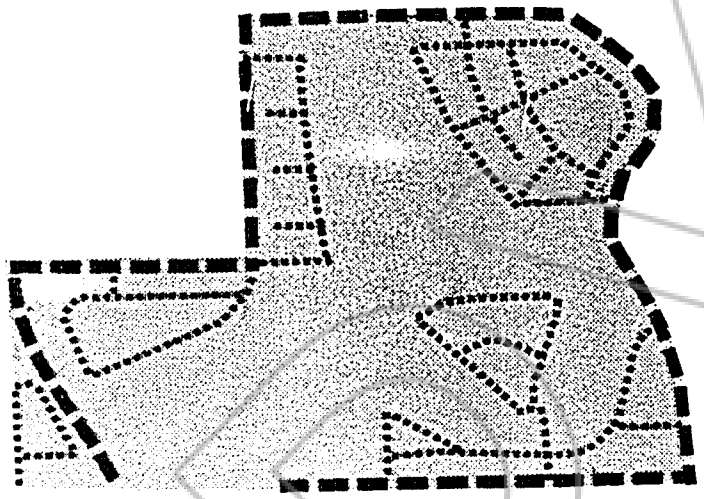
PHASE III

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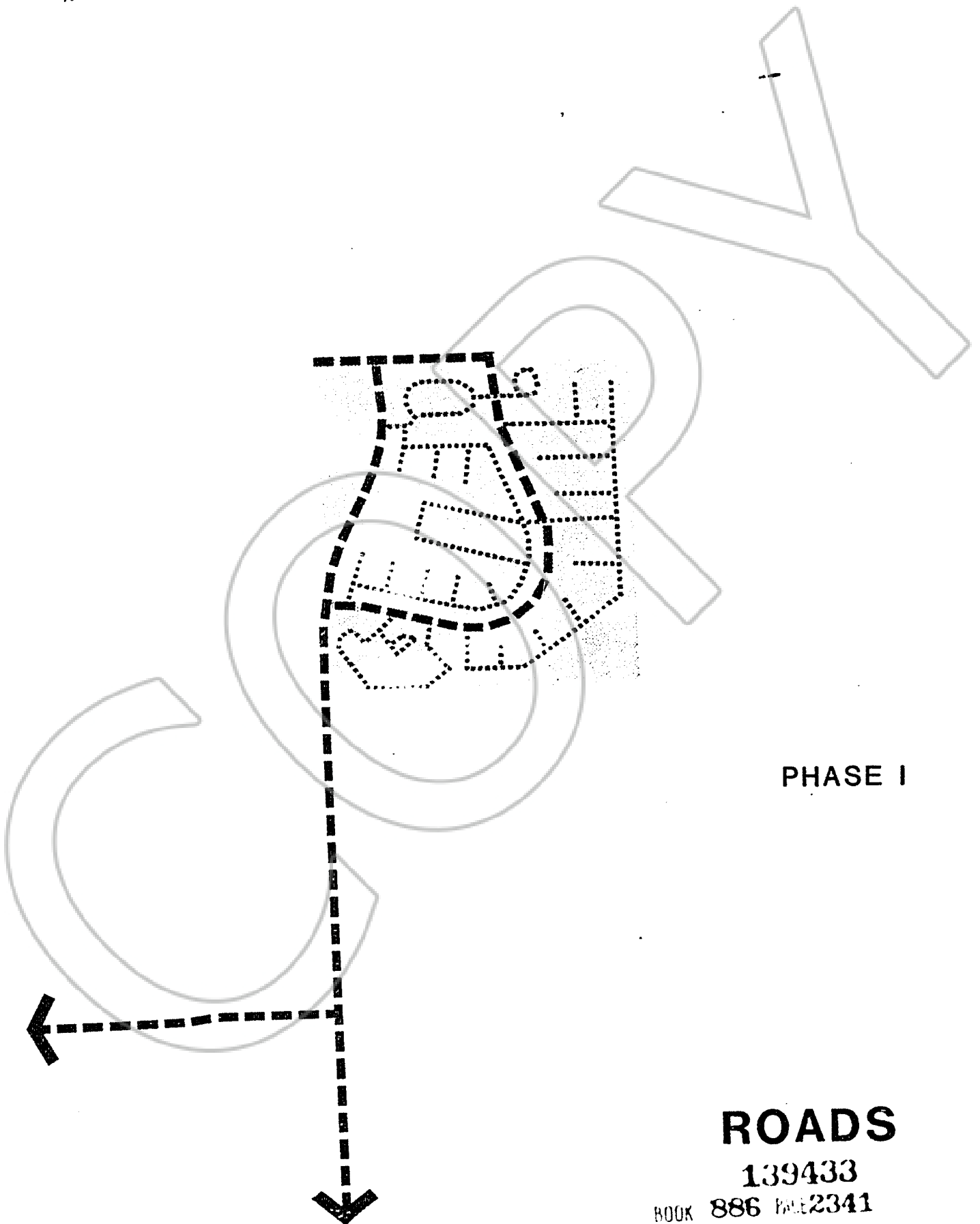
PHASE II

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PHASE I

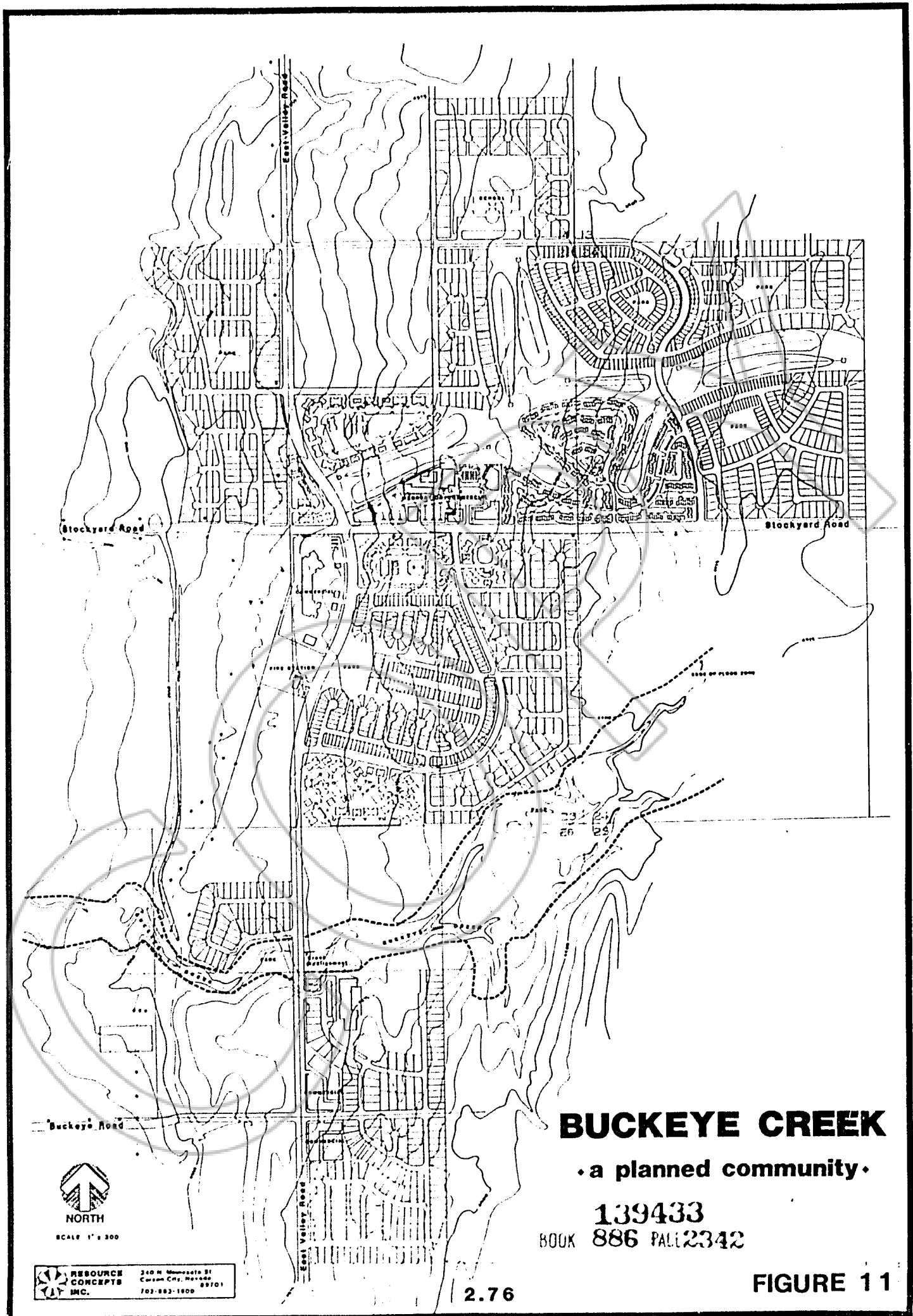
**ROADS**

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# BUCKEYE CREEK

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FIGURE 11

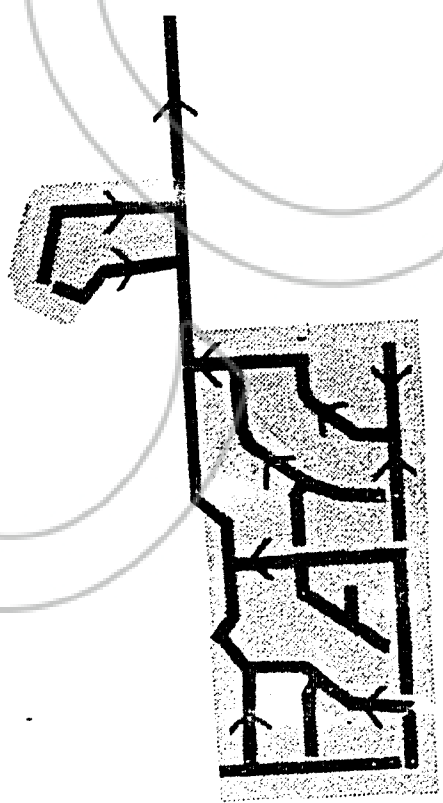
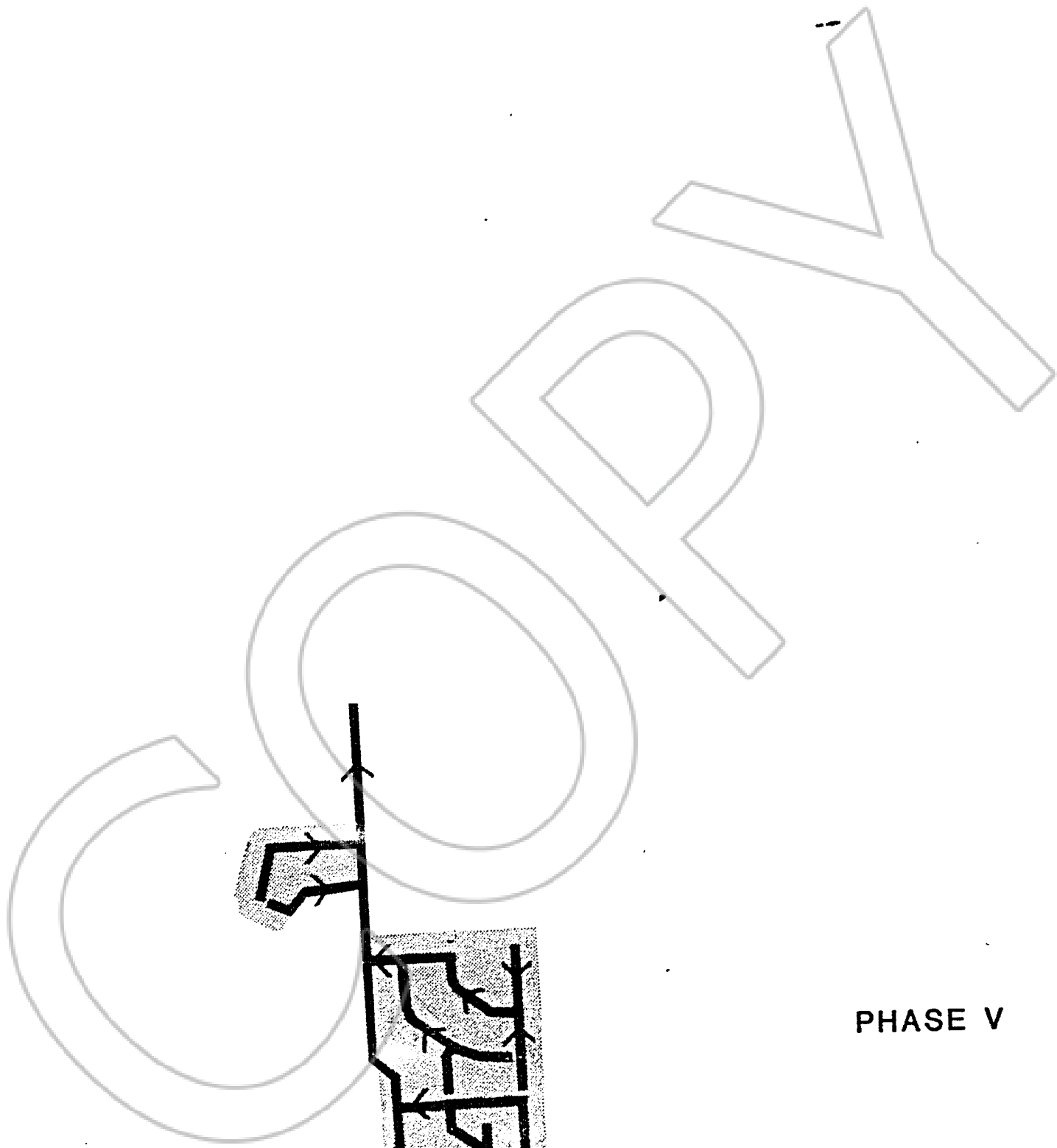


SCALE 1" = 300'

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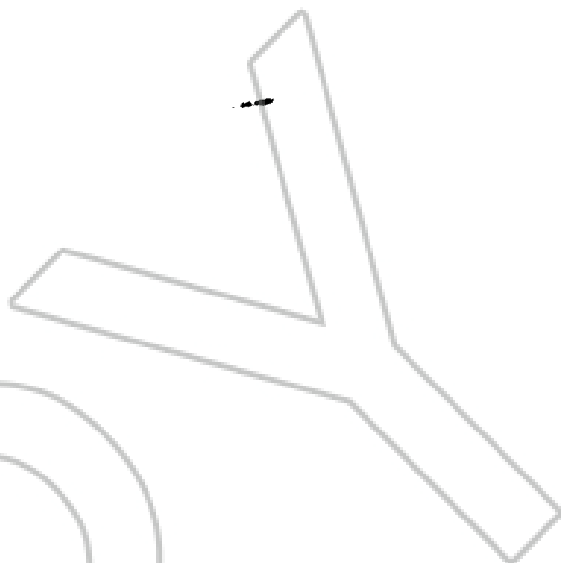
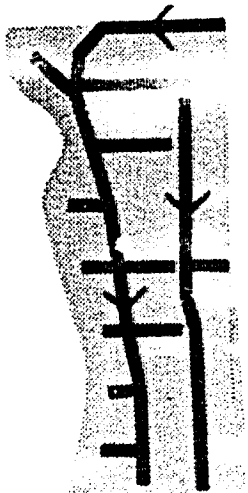


PHASE V

139433  
BOOK 886 PAGE 2343

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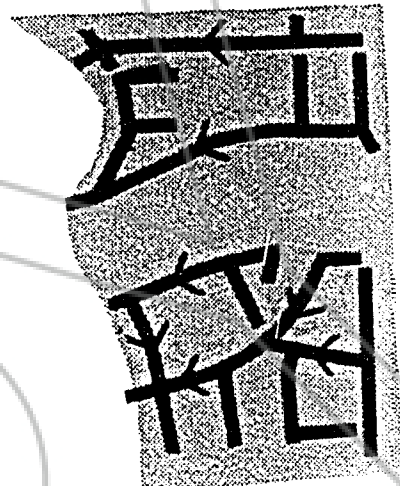
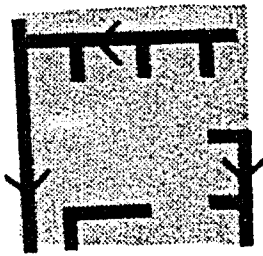
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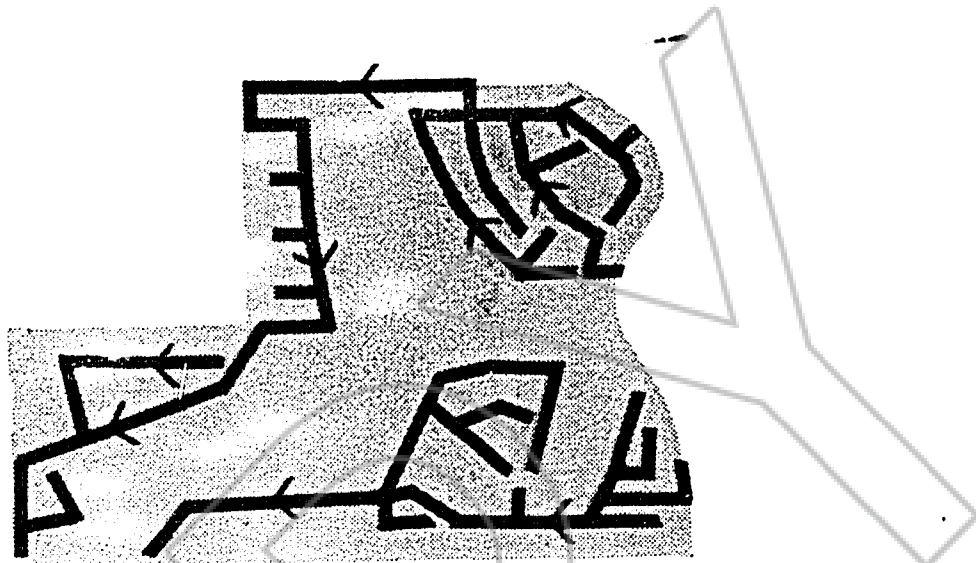
PHASE IV





COPY

PHASE III



PHASE II

139433

BOOK 886 PAGE 2346

PUMP  
STATION

to  
Treatment  
Facility

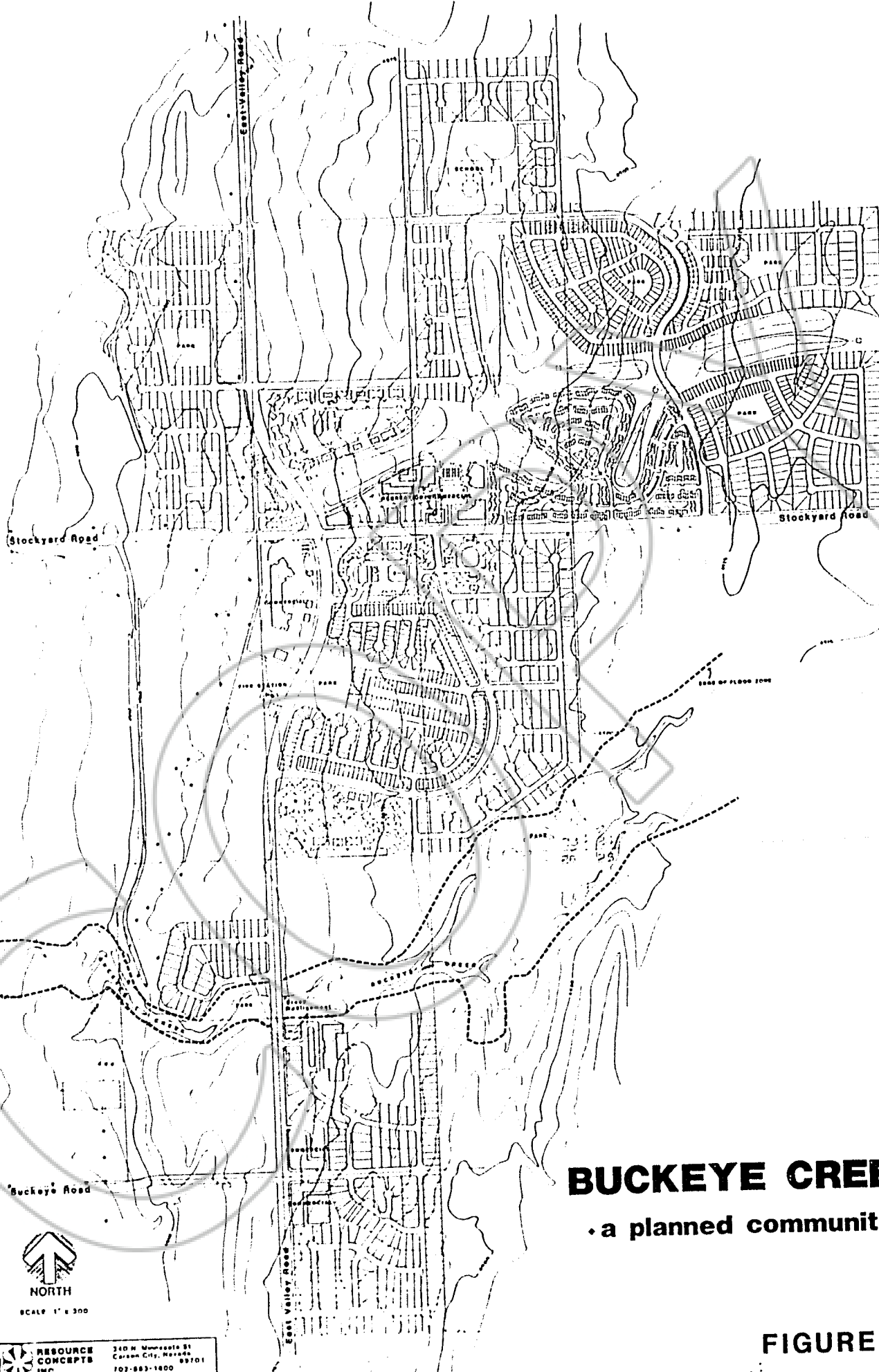
— SEWER LINE  
●●●●● FORCE MAIN

PHASE I

# SEWER SYSTEM

139433  
BOOK 886 PAGE 2347





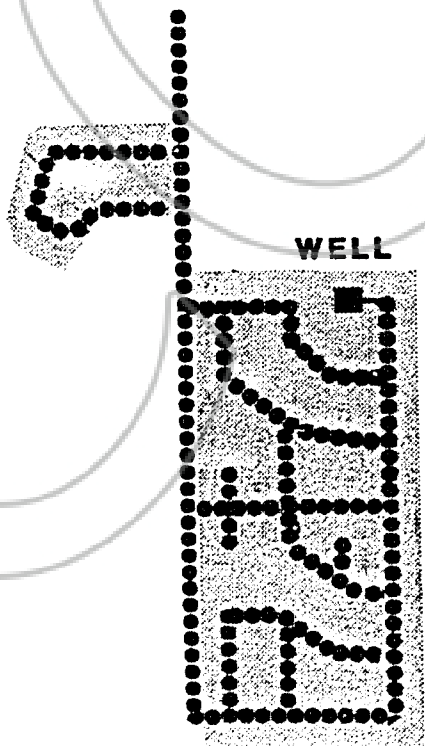
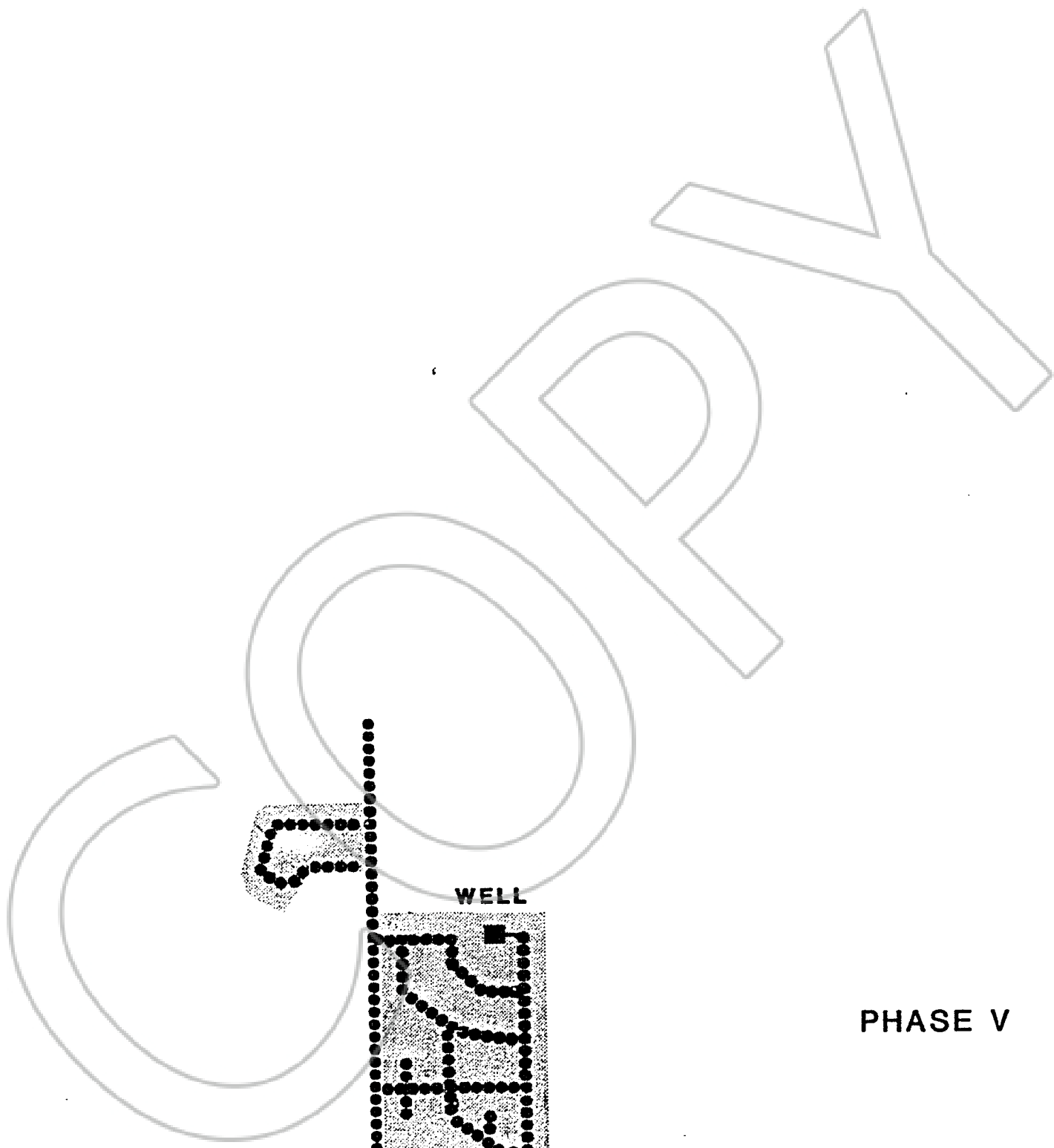
**BUCKEYE CREEK**  
 • a planned community •



SCALE 1" = 300'

**RESOURCE CONCEPTS INC.**  
 340 N. Minnesota St.  
 Carson City, Nevada 89701  
 702-883-1800

**FIGURE 12**

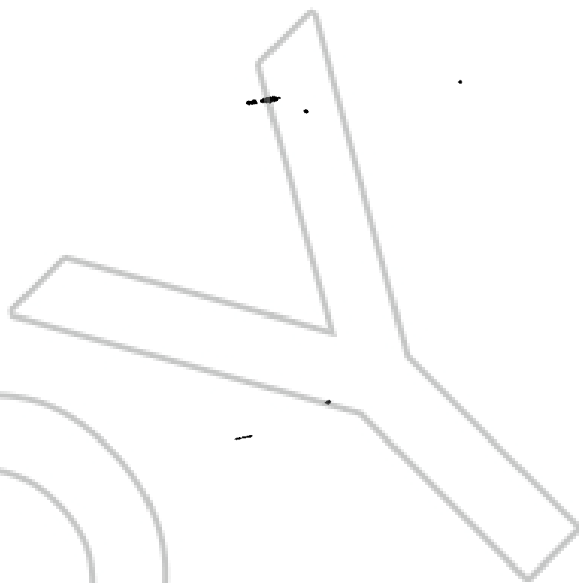
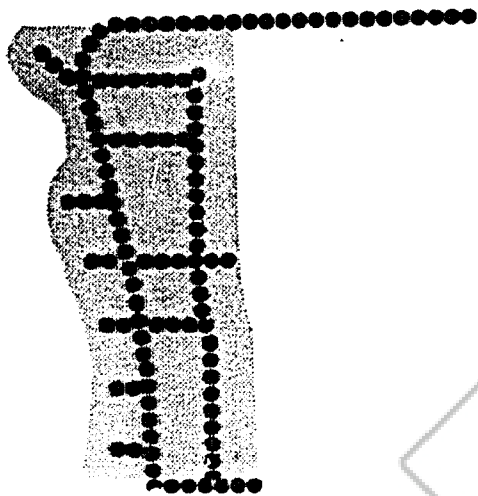


PHASE V

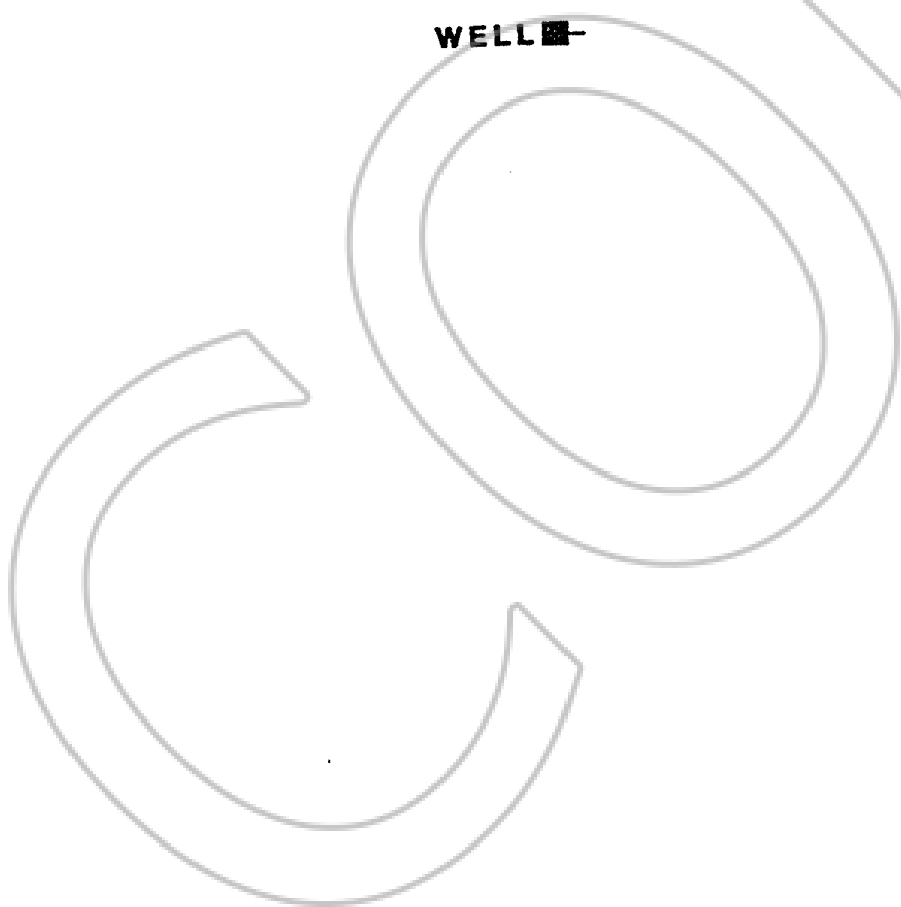
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BOOK 886 PAGE 2349

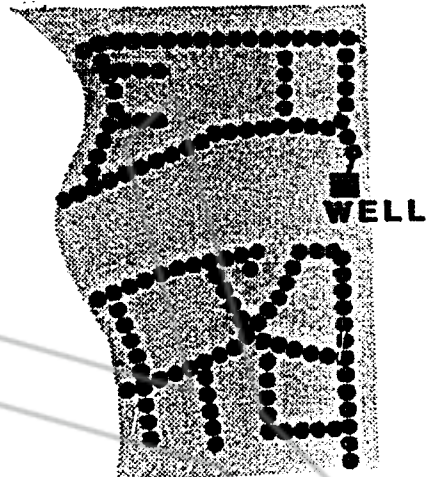
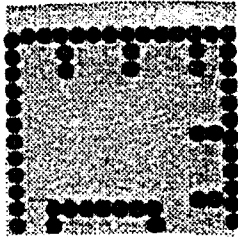




WELL



PHASE IV



COPY

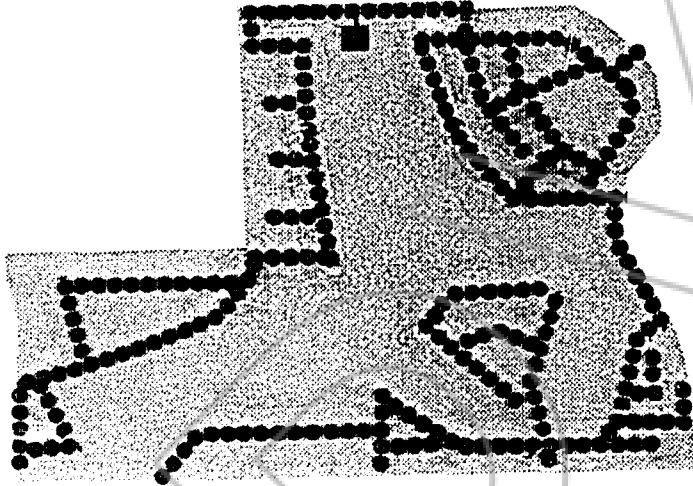
PHASE III

139433  
BOOK 886 PAGE 2351



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WELL



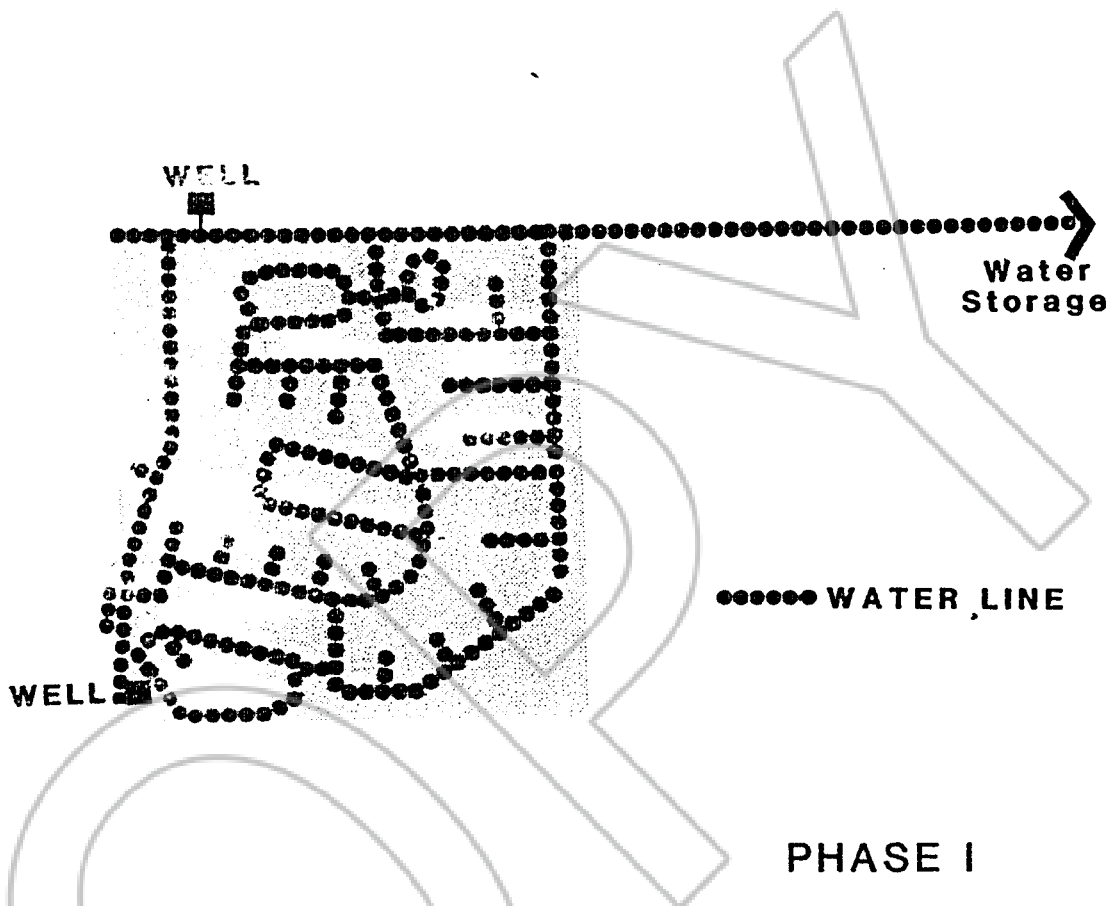
PHASE II

139433

BOOK 886 PAGE 2352

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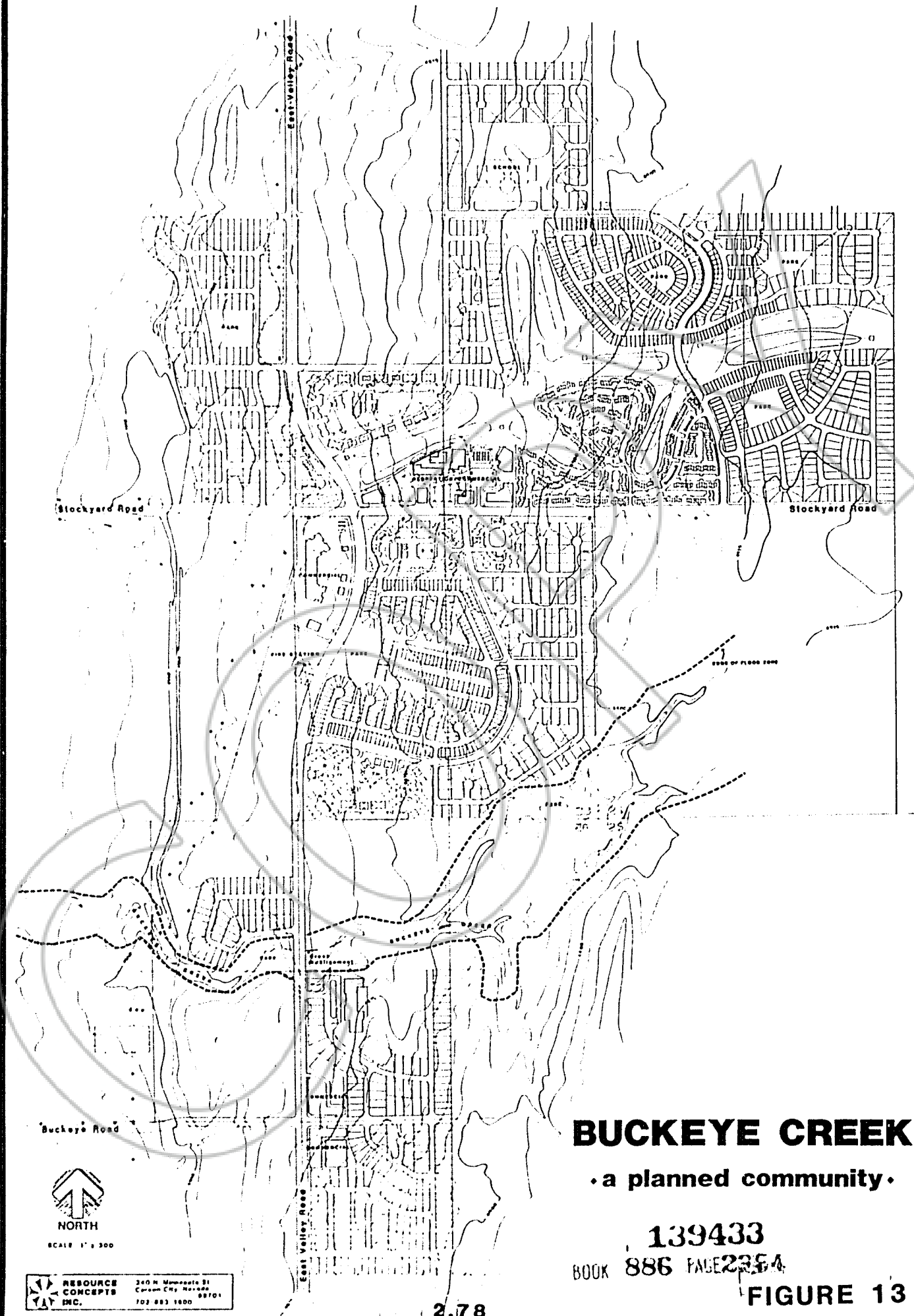




# WATER SYSTEM

139433

BOOK 886 PAGE 2353



# BUCKEYE CREEK

• a planned community •

139433

BOOK 886 PAGE 2354

FIGURE 13

Buckeye Road



NORTH

SCALE 1" = 300'



**RESOURCE CONCEPTS MC.**  
 240 N. Minnesota St.  
 Carson City, Nevada 89701  
 702 883 1600

EXHIBIT A

BUCKEYE CREEK

DEVELOPMENT STANDARDS HANDBOOK

BOARD OF COUNTY COMMISSIONERS

MINUTES OF

May 1, 1986

COPY

139433  
BOOK 886 PAGE 2355

5. Proponent is to bear the entire cost of obtaining approvals, design, landscaping and construction of the RV facility, community park and transit shuttle center, except that construction of Rabe Blvd. from Kingsbury Grade shall be cost shared with Douglas County on a 50/50 basis.
6. Prior to final design, the proponent is to obtain from Douglas County a lease/license to operate the proposed RV facilities and transit shuttle center.

MOTION carried unanimously.

John Shahin, East Valley, APN 23-120-03, 23-140-15, 23-140-16, 23-280-07, 23-280-08, 23-280-10, 23-280-11, 23-180-14, 23-180-19, 23-290-64. REQUEST: Special Use Permit for PUD and Development Standards Handbook for Buckeye Creek.

Paul Fillebrown advised the Board that the applicant is applying for a Special Use Permit to a Planned Unit Development. The Development Standards Handbook is incorporated as a condition of approval for the Special Use Permit. Staff recommends conditional approval for the Special Use Permit. However, there are numerous points that the staff and the developer could not reach agreement on regarding the Development Standards Handbook. Mr. Fillebrown stated that the developer feels that the problems cannot be resolved on a staff level, therefore, they have requested that the handbook be brought to the Board.

Steve Hartman, representing John Shahin, addressed the twelve points of disagreement presented by staff. Mr. Hartman began by stating that the first point was not a logical requirement in the handbook because no other developer has been required to construct all roads and underground utilities prior to issuance of a building permit. The second point the developer has agreed to. On the third point, the developer feels that he should not have to share water rights. The developer does not agree with the fourth point that requires payment for a consultant for a traffic study. Police protection, the fifth point, should not be the responsibility of the developer. There are several large residential areas that could use additional police protection, however, the developers were not required to share the cost. On the sixth point, commercial units were included in the residential unit fire fees.

Chairman Pruett asked if any of the twelve issues could not be addressed at a later date. Steve Hartman replied that, eventually, all the issues will be worked out as the project progresses.

Commissioner Bing referred to point number eleven. She asked Mr. Hartman if the developer would agree to build the golf course by the final phase of the development. Steve Hartman

replied that, presently, it was not economically feasible to build the golf course, however, the developer would agree to build the course by the final phase of the project.

Commissioner Cook commented that the County has never required any other developer to contribute toward police protection, including the Hanly project. Commissioner Witt stated that the Buckeye Creek project is a new city, completely removed from town. Hanly is adjacent to the town, therefore, it would be easier to include in the present police surveillance.

Paul Fillebrown stated that the fourth and eighth points can be eliminated as they have been resolved. The fifth point can be addressed at a later date and the sixth point was an informational item for the Board. The ninth point can be addressed as a technical correction. Mr. Fillebrown expressed concern regarding the requirements for curbs and gutters. The applicant is requesting certain exclusions for this requirement. Mr. Fillebrown stated that the only exclusion allowed would be for non-public roads.

In reference to point number eleven, Mr. Hartman guaranteed that the swimming pools, tennis courts, bike paths and golf courses will be constructed.

Paul Fillebrown asked the Board if they wanted the State Engineer to determine if there is water available. Commissioner Witt replied that water rights and availability should be demonstrated before each phase.

Chairman Pruett stated that homes should not be built until the road and utilities are in. Commissioner Cook disagreed. John Renz stated that the staff is following the established policy. Steve Hartman stated that the problems with occupancy before improvements are done are generally owner-builder homes. He advised that the project will only offer tract homes. The prospective buyers will have to have a Certificate of Occupancy in order to obtain financing. Paul Fillebrown stated that the staff cannot monitor when homes are being sold. CONSENSUS of the Board that no Certificate of Occupancy will be issued until all of the improvements are done.

MOTION by Bing/Oswald to approve, with the necessary findings, the Special Use Permit for a Planned Unit Development and the Development Standards Handbook for Buckeye Creek as outlined by the Public Works Director, subject to the technical corrections made by Public Works and the District Attorney and the following conditions:

1. That the Special Use Permit will expire when the expiration conditions as listed in the Development Standards Handbook are met or if the Development Standards

Handbook is not recorded within one year from the date of approval of the Special Use Permit.

2. Detailed plans must be submitted in accordance with the Development Standards Handbook prior to construction on each phase of the project or subphase.
3. The Special Use Permit shall not become effective until such time as the Development Standards Handbook shall have become recorded.
4. The approval of the Special Use Permit and Development Standards Handbook does not eliminate the need for any other project approvals associated with this project such as the use permit requirement for facilities such as wastewater treatment plant, effluent disposal facilities and water storage system, as well as not negating the requirement for design review for portions of the project which would require design review under the current ordinance.
5. Subsequent tentative maps shall be conditioned as needed to implement the Development Standards Handbook and development of the project through buildout shall be in conformance with the Development Standards Handbook.

MOTION carried with Witt voting no.

Commissioner Witt stated that he disagreed with the procedure. He stated that staff had attempted to work out the problems with the developer, yet the developer insisted on bringing the issue to the Board. The Board, under pressure of time constraints, was acquiescent. Commissioner Witt felt that the item should have been continued to allow time for thorough discussion.

(NOTE: The remaining items scheduled for the Board of Adjustments were continued until after lunch, with the exception of Topaz Lodge Enterprises.)

Topaz Lodge Enterprises, Topaz Lake, APN 39-101-94, 39-121-01 and 02, 39-142-01 and 02, T10N, R22E, Section 29. REQUEST: Special Use Permit approval of the height extension of a previously approved sign from 18.5 feet to 24.5 feet.

Ivan Zam, representing the Topaz Lodge, addressed the Board regarding changing the height of the sign previously approved by the Board.

Commissioner Cook asked why the request had to come back before the Board. John Renz replied that when a new application was made it was different than the request made previously, therefore, the application had to be reviewed and a staff report submitted.

139433

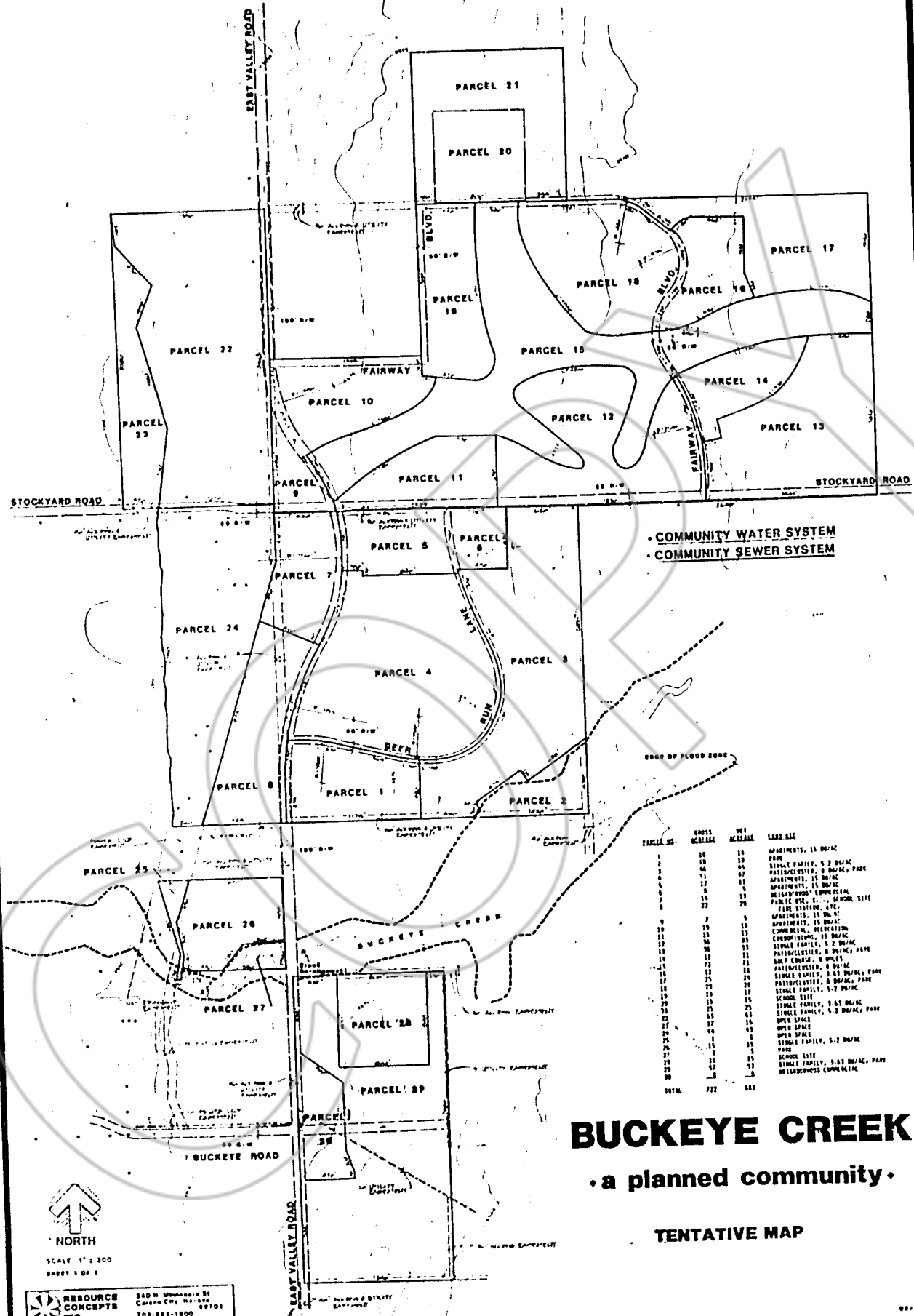
EXHIBIT B

PROJECT LAND DESCRIPTION

COPY

**139433**

BOOK **886** PAGE **2359**



• COMMUNITY WATER SYSTEM  
• COMMUNITY SEWER SYSTEM

PARCEL NO.	SQ. FT.	ACRES	USE
1	10	0.23	APARTMENTS, 15 UNITS
2	10	0.23	PARK
3	40	0.92	SINGLE FAMILY, 5-2 DW/AC
4	40	0.92	PAVILION/RESTAURANT, 8 DW/AC, PARK
5	40	0.92	APARTMENTS, 15 UNITS
6	40	0.92	APARTMENTS, 15 UNITS
7	40	0.92	APARTMENTS, 15 UNITS
8	40	0.92	UNIVERSITY/COMMERCIAL
9	40	0.92	PUBLIC USE, 1-1 SCHOOL SITE
10	40	0.92	FIRE STATION, 4000
11	40	0.92	APARTMENTS, 15 UNITS
12	40	0.92	APARTMENTS, 15 UNITS
13	40	0.92	COMMERCIAL, RESTAURANT
14	40	0.92	COMMERCIAL, 15 DW/AC
15	40	0.92	SINGLE FAMILY, 5-2 DW/AC
16	40	0.92	GOLF COURSE, 9 HOLES
17	40	0.92	PAVILION/RESTAURANT, 8 DW/AC
18	40	0.92	SINGLE FAMILY, 5-2 DW/AC, PARK
19	40	0.92	PAVILION/RESTAURANT, 8 DW/AC, PARK
20	40	0.92	SINGLE FAMILY, 5-2 DW/AC
21	40	0.92	SCHOOL SITE
22	40	0.92	SINGLE FAMILY, 5-2 DW/AC
23	40	0.92	SINGLE FAMILY, 5-2 DW/AC, PARK
24	40	0.92	OPEN SPACE
25	40	0.92	OPEN SPACE
26	40	0.92	OPEN SPACE
27	40	0.92	OPEN SPACE
28	40	0.92	OPEN SPACE
29	40	0.92	OPEN SPACE
30	40	0.92	OPEN SPACE
TOTAL	720	16.36	

**BUCKEYE CREEK**  
• a planned community •  
**TENTATIVE MAP**

↑  
NORTH  
SCALE 1" = 200'  
SHEET 1 OF 1

**RESOURCE CONCEPTS INC.**  
340 N. Minnesota St.  
Columbus, OH 43260  
702-883-1800



BUCKEYE CREEK TENTATIVE MAP  
LEGAL DESCRIPTION

5/05/86

Portions of Sections 14, 23, 24, and 26, Township 13 North, Range 20 East, MDB&M, Douglas County, Nevada, being more particularly described as follows:

A portion of the Southeast one-quarter of the Southeast one-quarter of said Section 14 being:

Parcel 31 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows: BEGINNING at the Southeast corner of said Section 14 also being the Southeast corner of Parcel 31;

thence S.  $88^{\circ}54'05''$  W., 1314.00 feet;

thence N.  $0^{\circ}26'26''$  W., 1316.45 feet;

thence N.  $88^{\circ}31'12''$  E., 1324.71 feet to a point on the Easterly line of Section 14;

thence S.  $0^{\circ}01'00''$  W., 1325.43 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

The following portions of said Section 23 being:

Parcel 20 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows: COMMENCING at the Southeast corner of said Section 23;

thence N.  $89^{\circ}48'51''$  W., 1324.92 feet;

thence N.  $89^{\circ}53'11''$  W., 1330.10 feet to the POINT OF BEGINNING being the Southeast corner of Parcel 20;

thence S.  $89^{\circ}50'20''$  W., 1024.62 feet;

thence N.  $5^{\circ}21'25''$  E., 253.40 feet;

thence N.  $0^{\circ}44'51''$  W., 508.81 feet;

thence N.  $0^{\circ}27'11''$  W., 673.12 feet;

thence N.  $0^{\circ}28'06''$  W., 1177.12 feet;

thence N.  $89^{\circ}26'43''$  E., 982.61 feet;

thence S.  $0^{\circ}52'29''$  E., 2618.18 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

Parcel 25,

COMMENCING at the Southeast corner of said Section 23 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917;

thence N.  $0^{\circ}48'55''$  W., 2650.80 feet along the Easterly line of said Section 23;

thence S.  $89^{\circ}26'43''$  W., 2657.38 feet to the POINT OF BEGINNING being the Southeast corner of said Parcel 25;

thence S.  $89^{\circ}26'43''$  W., 982.61 feet;

thence N.  $0^{\circ}28'06''$  W., 29.61 feet;

thence S.  $89^{\circ}56'01''$  W., 348.42 feet;

thence N.  $0^{\circ}26'09''$  W., 1273.96 feet;

thence N.  $89^{\circ}10'24''$  E., 1331.07 feet;

thence S.  $0^{\circ}26'09''$  E., 1312.85 feet to the POINT OF BEGINNING.

Together with a 50.00 foot easement for access and utility purposes along the Southerly boundary line.

Parcel 29 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows:

COMMENCING at the Northeast corner of said Section 23;

thence S.  $88^{\circ}54'05''$  W., 2640.00 feet to the POINT OF BEGINNING being the Northeast corner of Parcel 29;

thence S.  $0^{\circ}26'09''$  E., 1312.86 feet;

thence S.  $89^{\circ}10'24''$  W., 1331.07 feet;

thence N.  $0^{\circ}26'09''$  W., 1306.54 feet;

thence N.  $88^{\circ}54'05''$  E., 1331.13 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

Parcel 27 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows:

BEGINNING at the Northeast corner of said Section 23 also being the Northeast corner of Parcel 27;

thence S.  $0^{\circ}48'55''$  E., 1334.46 feet along the Easterly line of Section 23;

thence S.  $89^{\circ}34'05''$  W., 1321.21 feet;

thence N.  $0^{\circ}30'10''$  W., 1319.14 feet;

thence N.  $88^{\circ}54'05''$  E., 1314.00 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

**139433**

Parcel 23 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows:

BEGINNING at a point lying on the Easterly line of said Section 23 being the Southeast corner of said Parcel 23 from which the Southeast corner of Section 23 bears S.  $0^{\circ}48'55''$  E., 2650.80 feet;

thence S.  $89^{\circ}26'43''$  W., 1328.69 feet;

thence N.  $0^{\circ}29'23''$  W., 1319.16 feet;

thence N.  $89^{\circ}34'05''$  E., 1321.21 feet to a point on the Easterly line of said Section 23;

thence S.  $0^{\circ}48'55''$  E., 1316.34 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

Parcel 21 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows:

BEGINNING at a point lying on the Easterly line of said Section 23 being the Southeast corner of said Parcel 21 from which the Southeast corner of Section 23 bears S.  $0^{\circ}48'55''$  E., 1325.40 feet;

thence S.  $89^{\circ}47'50''$  W., 1326.77 feet;

thence N.  $0^{\circ}54'05''$  W., 1317.26 feet;

thence N.  $89^{\circ}26'43''$  E., 1328.69 feet to a point on the Easterly line of said Section 23;

thence S.  $0^{\circ}48'55''$  E., 1325.40 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

Parcel 18 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows:

BEGINNING at the Southeast corner of said Section 23 being the Southeast corner of Parcel 18;

thence N.  $89^{\circ}48'51''$  W., 1324.92 feet to the East one-sixteenth corner of Sections 23 and 26;

thence N.  $0^{\circ}54'05''$  W., 1316.44 feet;

thence N.  $89^{\circ}47'50''$  E., 1326.77 feet to a point on the Easterly line of said Section 23;

thence S.  $0^{\circ}48'55''$  E., 1325.40 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

**139433**

Parcel 19 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows:

BEGINNING at the Southeast corner of said Parcel 19 being the East one-sixteenth corner of Sections 23 and 26, from which the Southeast corner of said Section 23 bears S.  $89^{\circ}48'51''$  E., 1324.92 feet;

thence N.  $89^{\circ}53'11''$  W., 1330.10 feet;

thence N.  $0^{\circ}52'29''$  W., 1309.09 feet;

thence N.  $89^{\circ}47'50''$  E., 1329.38 feet;

thence S.  $0^{\circ}54'05''$  E., 1316.44 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

Parcel 22 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows:

COMMENCING at the Southeast corner of said Section 23;

thence N.  $0^{\circ}48'55''$  W., 1325.40 feet along the Easterly line of said Section 23;

thence S.  $89^{\circ}47'50''$  W., 1326.77 feet to the POINT OF BEGINNING being the Southeast corner of said Parcel 22;

thence S.  $89^{\circ}47'50''$  W., 1329.38 feet;

thence N.  $0^{\circ}52'29''$  W., 1309.09 feet;

thence N.  $89^{\circ}26'43''$  E., 1328.69 feet;

thence S.  $0^{\circ}54'05''$  E., 1317.26 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

Parcel 24 as shown on the Record of Survey Map filed within the Official Records of Douglas County, Nevada, as Book 1280, Page 1510, Document No. 51917, and being further described as follows:

COMMENCING at the Southeast corner of said Section 23;

thence N.  $0^{\circ}48'55''$  W., 2650.80 feet along the Easterly line of said Section 23;

thence S.  $89^{\circ}26'43''$  W., 1328.69 feet to the POINT OF BEGINNING being the Southeast corner of said Parcel 24;

thence S.  $89^{\circ}26'43''$  W., 1328.69 feet;

thence N.  $0^{\circ}26'09''$  W., 1312.85 feet;

thence N.  $89^{\circ}10'24''$  E., 1327.48 feet;

thence S.  $0^{\circ}29'23''$  E., 1319.16 feet to the POINT OF BEGINNING.

Together with easements as shown on said Record of Survey Map No. 51917.

**139433**

The Northwest one-quarter of said Section 24, as shown on the Land Division Map filed within the Official Records of Douglas County, Nevada, as Book 186, Page 2453, Document No. 130124.

The following portions of said Section 26 being:

COMMENCING at the Northwest corner of Parcel 16-D-2, which is also the POINT OF BEGINNING, as set forth on that certain parcel map for Phelps Parcels, as recorded on September 6, 1983, in Book 983, Page 202, Document No. 86470, within the Official Records of Douglas County, Nevada;

thence N. 89°52'39" E., 1131.11 feet to the Westerly right-of-way line of East Valley Road;

thence S. 00°02'10" E., 806.82 feet along the Westerly right-of-way line of East Valley Road;

thence S. 89°55'17" W., 969.65 feet;

thence N. 09°56'27" E., 157.76 feet;

thence N. 16°13'16" W., 677.30 feet to the POINT OF BEGINNING.

The area of the above described parcel is 18.9048 acres more or less.

EXCEPTING THEREFROM all minerals, oil, gas, and other hydrocarbons now or at any time hereafter situate therein and thereunder and which may be produced therefrom together with the free and unlimited right to mine, drill, bore, operate, and remove said minerals from beneath the surface of said land at any level below the surface of the property described herein as set forth in Grant Deed to Stock Petroleum Co., Inc., recorded March 13, 1980, in Book 380, Page 1315, Document No. 42677, within the Official Records of Douglas County, State of Nevada.

Assessor's Parcel No. 23-290-42

TOGETHER with all those certain access and utility easements for ingress and egress as set forth on that Certain Record of Survey for Nevis Industries, Inc., filed for record in the Office of the County Recorder of Douglas County, Nevada, on December 23, 1980, as Document No. 51917.

Assessors Parcel No. 23-010-41

BEGINNING at the Northwest corner of Parcel 1-A1 as set forth on that certain Land Division Map for Alvin M. and Mildred L. May, that was filed within the Official Records of Douglas County, Nevada, as Book 385, Page 2506, Document No. 115326;

thence S.  $89^{\circ}27'09''$  E., 1319.33 feet;

thence S.  $00^{\circ}09'52''$  W., 1358.01 feet;

thence N.  $89^{\circ}35'42''$  W., 1315.64 feet;

thence N.  $00^{\circ}00'36''$  E., 1361.31 feet to the POINT OF BEGINNING.

BEGINNING at the Southwest corner of Parcel 1-A2 as set forth on that certain Land Division Map for Alvin M. and Mildred L. May, that was filed within the Official Records of Douglas County, Nevada, as Book 385, Page 2506, Document No. 115326;

thence N.  $00^{\circ}00'36''$  E., 1301.31 feet;

thence S.  $89^{\circ}35'42''$  E., 1315.64 feet;

thence S.  $00^{\circ}01'01''$  W., 611.61 feet;

thence S.  $89^{\circ}35'00''$  E., 30.00 feet;

thence S.  $00^{\circ}10'08''$  E., 690.00 feet;

thence N.  $89^{\circ}35'00''$  W., 1347.80 feet to the POINT OF BEGINNING.

EXHIBIT C

PROJECT DENSITIES

COPY

**139433**

BOOK **886** PAGE **2367**

EXHIBIT C

REVISED LAND USE ALLOCATION  
BUCKEYE CREEK

March 1, 1986

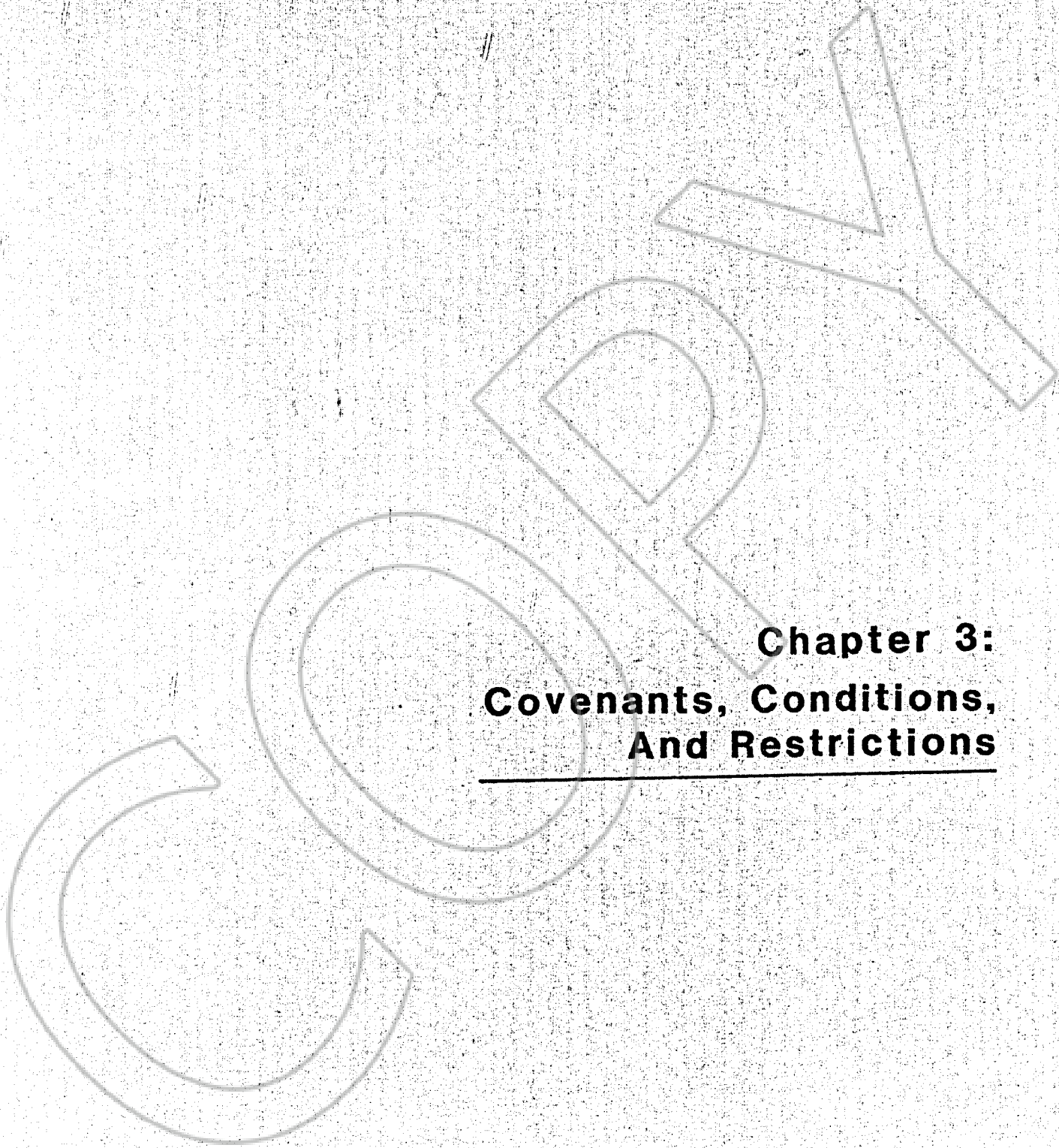
<u>LAND USE</u>	<u>GROSS ACRES</u>	<u>NET ACRES</u>	<u>UNITS*</u>
Open Space	62	60	
12,000 sq ft/du	107	102	367
8,500 sq ft/du	179	173	899
8 du/ac	104	97	776
15 du/ac	96	84	1,260
Commercial	37	32	
Public Use/Recreation/ Schools	<u>137</u>	<u>134</u>	_____
	722	682	3,302

\* Unit counts is based upon the net acreage of the initial tentative map dated February 10, 1986.

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**Chapter 3:**  
**Covenants, Conditions,**  
**And Restrictions**

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FIRST AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF BUCKEYE CREEK

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THIS FIRST AMENDED AND RESTATED DECLARATION of Covenants, Conditions and Restrictions of Buckeye Creek is made this \_\_\_\_\_ day of \_\_\_\_\_, 1986, by the undersigned owners of the property described in Exhibit "A", and are hereinafter referred to as "Declarant" or "Declarants",

ARTICLE I

RECITALS AND DECLARATIONS

WHEREAS, Declarant is the owner of the real property in the County of Douglas, State of Nevada, which is more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference, which described real property, together with certain additional lands, as hereinafter provided, is hereinafter referred to as "Buckeye Creek" or "the Project"; and

WHEREAS, the Project, together with certain other property all described as Sierra View Estates, is currently the subject of certain covenants, conditions and restrictions, as amended, as the same are filed in the Office of the Douglas County Recorder, as Document No. 53717, recorded at Book 281, pages 1426-1431, Document No. 103731, recorded at Book 784, pages 1598-1599; and

WHEREAS, by this First Amended and Restated Declaration, Declarant intends to supercede all the previous Declarations, to change the designation of the property described in Exhibit "A" from "Sierra View Estates" to "Buckeye Creek", and to amend and restate the common plan for the use, enjoyment, maintenance, repair, restoration and improvement of the Project, and the interests therein conveyed or reserved, and for the payment of any and all expenses pertaining thereto; and

WHEREAS, the Project is in an area of unique natural beauty featuring distinctive terrain. It is the desire and intent of Declarant to create a community in which such beauty shall be substantially preserved and, for the enjoyment and convenience of the persons living within the Property, enhanced by the development of a community consisting of single-family, multi-family, and commercial lots and improvements. These covenants, conditions and restrictions, all of which are hereinafter included in the term "First Amended and Restated Declaration", are intended to secure such objectives.

NOW, THEREFORE, in furtherance of such intent, Declarant hereby declares that all of the real property referred to herein as

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the "Project" or "Buckeye Creek", more particularly described in Exhibit "B" attached hereto, and such other real property as may become annexed and subject hereto as described in Article IV of this Declaration is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes in furtherance of, and the same shall constitute, a general plan for the subdivision, ownership, improvement, sale, use and occupancy of the Project, and to enhance the value, desirability and attractiveness of the Project. This First Amended and Restated Declaration shall run with the Project and all parts thereof; shall be binding upon all persons having or acquiring any interest in the Project or any part thereof; shall inure to the benefit of and be binding upon every part of the Project and every interest therein; and shall inure to the benefit of, be binding upon, and be enforceable by Declarant, its successors in interest, each Owner and his successors in interest, and the Master Association and its successors in interest. Each and all of the limitations, easements, uses, obligations, covenants, conditions and restrictions herein imposed shall be deemed to be and shall be construed as equitable servitudes, enforceable by any of the owners of any portion of the real property subject hereto against any other owner, tenant or occupant of said real property or any portion thereof.

## ARTICLE II

### DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this First Amended and Restated Declaration shall have the meanings hereinafter specified.

2.01 Architectural Committee. The committee created pursuant to Article IX hereof (hereinafter sometimes referred to as "Committee").

2.02 Architectural Committee Rules. The rules adopted by the Architectural Committee pursuant to Section 9.04 hereof (hereinafter sometimes referred to as "Committee Rules") .

2.03 Articles. The Articles of Incorporation of the Association which have been or will be filed in the office of the Secretary of State of the State of Nevada, as the same may from time to time be amended.

2.04 Assessments. Assessments of the Master Association including both regular and special assessments as set forth in Article X hereof.

2.05 Association. Buckeye Creek Master Association, a Nevada non-profit corporation described in Article III, including its successors and assigns.

2.06 Association Property. All real and personal property now or hereafter owned by or leased to the Master Association.

2.07 Beneficiary. A mortgagee under a mortgage or a beneficiary under a deed of trust, as the case may be.

2.08 Board. The Board of Directors of the Master Association as provided in the Articles and Bylaws.

2.09 Bylaws. The Bylaws of the Master Association which may be adopted by the Board, as such Bylaws may be amended from time to time.

2.010 Commercial Site. Any unit of land, whether or not improved, which is designated for Commercial Use. If such Commercial Site is shown on a recorded Subdivision plat, its size and dimensions shall be as shown thereon, and if such Commercial Site is not shown on a recorded Subdivision plat, its size and dimensions shall be established by the legal description in the original recorded conveyance from Declarant to the first fee owner thereof. A Commercial Site may also be established as such by Declarant by a recorded instrument wherein Declarant designated a unit of land as a Commercial Site.

2.011 Commercial Use. Any governmental, professional, office, business, business park, eleemosynary, trade or industrial use, including any activity involving the offering of goods or services which is permitted by applicable zoning laws, ordinances and regulations.

2.012 Common Area. The area within Buckeye Creek that is available for the common use and enjoyment of any Member, or their lessees and invitees, including driveways, walkways, plazas, hiking trails, open spaces, planted and landscaped areas, and utility facilities designated on the Subdivision Map therefor as Common Area.

2.013 Condominium Building. A building containing Condominium Units.

2.014 Condominium Unit. An estate in real property as defined in Chapter 117 of Nevada Revised Statutes consisting of (a) a fee interest in a unit, and (b) an undivided fractional interest in Common Area, together with all easements, rights and appurtenances belonging thereto.

2.015 Declarant. The owner or owners of the property described in Exhibit "A", and their successors and assigns, if such successors or assigns acquire the majority of the Lots subject to this Declaration for the purpose of resale to others.

2.016 Deed of Trust. A mortgage or a deed of trust, as the case may be.

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2.017 Improvement. Any structure and all appurtenances thereto of every type and kind, including but not limited to building, outbuilding, patio, tennis court, pool, garage, shed, doghouse, mailbox, aerial, antenna, road, driveway, parking area, walk, fence, screening wall, retaining wall, stair, deck, landscaping, court, gate, statue, marker, hedge, windbreak, planting, planted tree and shrub, pole, sign, exterior air conditioning, water softener fixture or equipment, pole, pump, well, ditch, tank, reservoir, pipe, line, meter, tower and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

2.018. Lot. Any unit of land which is designated on any recorded Subdivision plat, whether or not improved, for a single-family residence.

2.019 Major Developer. Any person or persons designated as such by Declarant in an instrument recorded in the real property records of the county wherein the land lies.

2.020 Manager. Manager shall mean the person, firm or corporation employed by the Master Association pursuant to Section 3.06 and delegated the duties, powers or functions of the Association pursuant to said section.

2.021 Master Association Buckeye Creek Master Association, a Nevada non-profit corporation described in Article III hereof, and its successors and assigns.

2.022 Master Declaration. This instrument as it may be amended from time to time.

2.023 Member. Any person who is designated as a member pursuant to Section 3.02 hereof.

2.024 Mortgage. Any mortgage or deed of trust given to secure the payment of a debt.

2.025 Multi-Family Site. Any unit of land, whether or not shown on a recorded subdivision plat and whether or not improved, which is designated for apartments, condominiums or townhouses.

2.026 Notice and Hearing. Ten days' written notice given as provided in Section 11.03 and a public hearing at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

2.027 Owner. The record owner of any Lot, Multi-Family Site, Commercial Site or Condominium Unit subject to this Declaration, or any record owner of any Lot, Multi-Family Site, Commercial Site, or Condominium Unit that is annexed hereto pursuant to Article IV. "Owner" shall include the vendee under an Installment Contract of Sale and shall exclude the vendor thereunder and those having an interest in any property that is subject to this Declaration solely for security for the performance of an obligation.

2.028 Person. A natural individual or any other entity with the legal right to hold title to real property.

2.029 Plans and Specifications. Any and all documents designed to guide or control an Improvement, including but not limited to those indicating size, shape, configuration or materials, all site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to the Improvement.

2.030 Purchaser. A purchaser who is unrelated to Declarant or any corporation, partnership, joint venture, or other business entity in which Declarant has an ownership interest or over which Declarant exercises contractual or other control relating to the improvement, development or sale of Property.

2.031 Record, Recorded and Recordation. With respect to any document, the recordation of such document in the office of the Clerk and Recorder of the county wherein the land lies.

2.032 Recreation and Open Space. All areas designated by Declarant and thereafter to be held for recreational purposes for the benefit of all Members; provided, however, that access to any area or facility except for neighborhood parks, may be subject to fees and other charges, or otherwise conditioned or restricted, and made available to non-Members, all on such terms and conditions as the Board may determine.

2.033 Buckeye Creek. All that real property described on Exhibit "A" to this First Amended and Restated Declaration. Buckeye Creek shall also mean such additional lands as may be annexed to Buckeye Creek and subjected to this First Amended and Restated Declaration by Declarant or by other Persons with Declarant's written consent pursuant to Article IV.

2.034 Buckeye Creek Maintenance Fund. The fund created for the receipts and disbursements of the Master Association, pursuant to Section 10.01 hereof.

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2.035 Buckeye Creek Restrictions. This First Amended and Restated Declaration, together with any and all Supplemental Declarations which may be recorded pursuant to Sections 3.01 and 4.01 hereof, as this First Amended and Restated Declaration or said Supplemental Declarations may be amended from time to time, together with the Buckeye Creek Rules from time to time in effect, and the Articles and By-laws of the Master Association from time to time in effect.

2.036 Buckeye Creek Rules. The rules adopted by the board pursuant to Section 3.10 hereof, as they may be amended from time to time.

2.037 Single Family. One or more persons each related to the other by blood, marriage or legal adoption or a group of not more than four persons not all so related, together with their domestic employees and servants who maintain a common household in a residential unit and casual guests or as defined under the provisions of the Douglas County Code.

2.038 Single Family Residential Use. The occupancy and use of a residential unit by a Single Family in conformity with the covenants, conditions and restrictions hereof, the rules and requirements imposed by applicable zoning laws and other state or local rules and regulations.

2.039 Subassociation. Any non-profit Nevada corporation or unincorporated association and its successors, organized and established by Declarant or by Declarant and a Major Developer pursuant to or in connection with a Supplemental Declaration recorded by Declarant or by Declarant and a Major Developer, as provided in Sections 3.01 and 4.01.

2.040 Subdivision. A parcel of land which has been shown on a final and recorded subdivision plat pursuant to N.R.S. Chapter 278, as amended.

2.041 Supplemental Declaration. Any declaration of covenants, conditions and restrictions which may be hereafter recorded by Declarant or by Declarant and a Major Developer.

2.042 Visible from Neighboring Property. With respect to any given object, such object is or would be visible to a person six feet tall standing on an assumed floor elevation two feet above the surface of any neighboring property in the area involved, assuming that the property had an elevation equal to the highest elevation of the ground surface of that portion of the area upon which the object is located.

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ARTICLE III

BUCKEYE CREEK MASTER ASSOCIATION

3.01 (a) Organization. The Master Association is a non-profit Nevada membership corporation created for the purposes, charged with the duties, and invested with the powers prescribed by law or set forth in its Articles and Bylaws or in this First Amended and Restated Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this First Amended and Restated Declaration. Nothing in this First Amended and Restated Declaration shall prevent the creation, by provision therefor in Supplemental Declarations executed and recorded by Declarant, or, as to lands owned by a Major Developer, by Declarant and such Major Developer, of Subassociations to own, assess, regulate, operate, maintain or manage the portions of the Project subject to such Supplemental Declarations or to own or control portions thereof for the common use or benefit of Owners in the portion of the Project subject to such Supplemental Declarations.

(b) Successor Associations. In the event that the Association as a corporate entity is dissolved, a non-profit unincorporated association shall forthwith and without further action or notice be formed to succeed to all the rights and duties of the Association hereunder. The affairs of said unincorporated association shall be governed by the laws of the State of Nevada and, to the extent not inconsistent therewith, by the Articles and By-Laws of the Association as if they were created for the purpose of governing the affairs of an unincorporated association.

3.02 Membership. Only Owners and Declarant shall be Members of the Master Association; provided, however, that no Person shall be a Member by reason of ownership of lands used for public school or governmental or quasi-governmental purposes, or by reason of ownership of any park, public land, road, easement, right-of-way, mineral interest, mortgage or deed of trust. Each Owner shall automatically be a Member of the Master Association without the necessity of any further action on his part, and Master Association membership shall be appurtenant to and shall run with the property interest ownership of which qualifies the Owner thereof to membership. Membership may not be severed from, or in any way transferred, pledged, mortgaged or alienated except together with the title to the property interest, ownership of which qualifies the Owner thereof to membership, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage or alienation shall be void.

3.03 Voting Rights.

A. Entitlement. The right to cast votes, and the number of votes which may be cast, for election of members to the Board of

Directors of the Master Association and on all other matters to be voted on by the Members shall be calculated as follows:

(1) Class A Members. Class A Members shall be all Owners excepting Declarant and shall have one vote for each Lot, Condominium Unit, dwelling unit within an apartment house and 1000 square feet or portion thereof of land designated for Commercial Use owned.

(2) Class B Member. The Class B Member shall be Declarant. The Class B Member shall be entitled to four votes for each Lot, Condominium Unit, dwelling unit within an apartment house and 1000 square feet or portion thereof of land designated for Commercial Use owned. The voting rights of the Class B membership shall be reduced by one-half on the happening of one of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or (b) ten years from the first sale to a Purchaser other than Declarant which takes place after the effective date of this Declaration.

(3) Votes Upon Annexation. If and when additional parcels are annexed hereto, Declarant shall become a Class B Member for each Lot, Condominium Unit, dwelling unit within an apartment house and 1000 square feet or portion thereof of land designated for Commercial Use within the added premises so annexed and shall be entitled to cast four votes for each such Lot, Condominium Unit, dwelling unit within an apartment house and 1000 square feet or portion thereof of land designated for Commercial Use that it owns in the added land even though its Class B voting rights for the parcels owned within a previous phase had theretofore ceased pursuant to Section 3.03A.(2).

B. Joint or Common Ownership. If any property interest, ownership of which entitles the Owner thereof to vote, is held jointly or in common by more than one Person, the vote or votes to which such property interest is entitled shall also be held jointly or in common in the same manner. However, the vote or votes for such property interest shall be cast, if at all, as a unit, and neither fractional votes nor split votes shall be allowed. In the event that such joint or common Owners are unable to agree among themselves as to how their vote or votes shall be cast as a unit, they shall lose the right to cast their vote or votes on the matter in question. Any joint or common Owner shall be entitled to cast the vote or votes belonging to the joint or common Owners unless another joint or common Owner shall have delivered to the Secretary of the Master Association prior to the time for casting such vote, a written statement to the effect that the Owner wishing to cast the vote or votes has not been authorized to do so by the other joint or common Owner or Owners.

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C. Proxy Voting. Any Owner, including Declarant, may give a revocable written proxy to any person authorizing the latter to cast the Owner's votes on any matter. Such written proxy shall be in such form as may be prescribed by the Bylaws of the Master Association.

D. Cumulative Voting. The cumulative system of voting shall not be used for any purpose.

3.04 Meetings of Members. The Association shall hold an annual regular meeting of the Members of the Master Association on the first Tuesday in March of each year at 10:00 a.m. at the principal office of the Master Association. Except as in the next sentence provided, no notice need be given of said annual regular meeting. Said annual regular meeting may be held at such other reasonable place or time (not more than 30 days before or after the aforesaid date) as may be designated by notice of the Board given to the Members not less than ten nor more than fifty days prior to the date fixed for said regular meeting. Special meetings of the Members may be called at any reasonable time and place by notice by the Board or by notice by Members having one-fifth of the total votes, delivered not less than ten or mailed not less than fifteen days prior to the date fixed for said special meeting, to all Members if given by the Board and to all other Members if given by said Members. All notices of meetings shall be addressed to each Member as his address appears on the books of the Master Association.

The presence at any meeting, in person or by proxy, of Members entitled to vote at least a majority of the total votes outstanding shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 30 days from the time set for the original meeting, at which adjourned meeting the quorum requirement shall be the Members entitled to vote 25% of the total votes.

The Chairman of the Board of Directors, or in his absence the Vice Chairman, shall call meetings of Members to order and act as chairman of such meetings. In the absence of both of said officers, any Member entitled to vote thereafter or any proxy of any such Member may call the meeting to order, and a chairman of the meeting shall be elected. The Secretary of the Master Association, or in his absence the Assistant Secretary, shall act as secretary of the meeting. In the absence of both the Secretary and the Assistant Secretary, a secretary shall be selected in the manner aforesaid for selecting a chairman of the meeting.

Except as provided otherwise in the First Amended and Restated Declaration including in Sections 3.06(e), (g), (h), 8.03 and 11.02 below, any action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a majority of the total votes present at such meeting in person or by proxy.

3.05 Duties of the Master Association. Subject to and in accordance with the Buckeye Creek Restrictions, the Master Association shall have and perform each of the following duties for the benefit of the Members of the Master Association.

(a) Members. The Association shall accept all Owners as Members.

(b) Recreation and Open Space Areas and Common Area. The Association shall accept, own, operate and maintain all Recreation and Open Space areas and Common Area which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed free of mortgage or deed of trust or leased to the Master Association by Declarant.

(c) Title to Property Upon Dissolution. The Association shall pay over or convey, upon dissolution of the Master Association, the assets of the Master Association to one or more exempt organizations of the kind described in Section 501(c) of the Internal Revenue Code of 1954, as amended from time to time.

(d) Repair and Maintenance of Association Property. The Association shall maintain in good repair and condition all lands, Improvements, and other Association Property owned by or leased to the Master Association.

(e) Payment of Taxes. The Association shall pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Master Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Master Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

(f) Insurance. The Association shall obtain and maintain in effect policies of insurance adequate, in the opinion of the board, in kind and amount. Without limiting the generality of the preceding sentence, such policies of insurance shall include:

(1) Fire and extended coverage insurance on all Improvements owned by or leased to the Master Association, the amount of such insurance to be not less than 90% of the aggregate full insurable value, meaning actual replacement cost exclusive of the costs of excavations, foundations and footings. Such insurance shall insure the Master Association and the mortgagees, as their interests may appear. As to each such policy which will not be thereby voided or impaired, the Master Association hereby waives and releases all claims against the Board and Declarant, and the officers, agents and

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employees of each thereof, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss. If the foregoing exculpatory clause is held to be invalid, then the liability of the insurance company shall be primary, and the liability of the Board, Declarant and the officers, agents and employees of the Board and of Declarant shall be secondary.

(2) Bodily injury liability insurance, with limits of not less than \$500,000 per person and \$1,000,000 per occurrence and property damage liability insurance of not less than \$50,000 per occurrence, insuring against liability for each, bodily injury or property damage arising from activities of the Master Association or with respect to property under its jurisdiction, including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured. The liability insurance policies referred to above shall name as separately protected insureds Declarant, the Master Association, the Board and each of its members, the Architectural Committee and each of its members, and the Manager, and such policies may also name some or all of the respective officers, employees and agents of the foregoing.

(3) Workmen's Compensation Insurance to the extent necessary to comply with all applicable laws.

(4) A fidelity bond in the penal amount of not less than \$25,000, naming the members of the Board and such other persons as may be designated by the Board as principals and the Master Association as obligee.

(5) Such other insurance, including indemnity and other bonds, as the Board shall deem necessary or expedient to carrying out the Master Association's functions.

The Master Association shall be deemed trustee of the interests of all Members in all insurance proceeds, and shall have full power to receive and to deal with such proceeds.

(g) Buckeye Creek Rules. The Association shall make, establish and promulgate, and in its discretion amend or repeal and reenact, such Buckeye Creek Rules, not in contradiction to this First Amended and Restated Declaration, as it deems proper covering any and all aspects of its functions, including the use and occupancy of Association Property. Without limiting the generality of the foregoing sentence, such Rules may set dues and fees and prescribe the regulations governing the operation of Association Property. Each Member shall be entitled to examine such Rules at any time during normal working hours at the principal office of the Association.

(h) Architectural Committee. The Association shall

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appoint and remove members of the Architectural Committee as provided in Section 9.02 hereof, and insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.

(i) Enforcement Hereof. The Association shall enforce, in its own behalf and in behalf of all Owners, all of the covenants, conditions and restrictions set forth in this First Amended and Restated Declaration, under an irrevocable agency (hereby granted) coupled with an interest, as beneficiary of said covenants, conditions and restrictions, and as assignee of Declarant; and to perform all other acts, whether or not anywhere expressly authorized, as may be reasonably necessary to enforce any of the provisions of the Buckeye Creek Restrictions or of the Architectural Committee Rules.

(j) Long-Term Financing. The Association shall execute mortgages and deeds of trust, both construction and permanent, for construction of facilities, including Improvements, on property owned by or leased to the Master Association, and shall accept lands in Recreation and Open Space areas and Common Areas, whether or not improved, from Declarant subject to such mortgages and deeds of trust. Such financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether that be Declarant or the Master Association. The mortgage, deed of trust or other security interest given to secure repayment of such debt may consist of a first lien or a second or other junior lien, as shall be deemed appropriate by such borrower, whether that be Declarant or the Master Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as Declarant or the Master Association, as the case may be, deems appropriate. The debt secured by such mortgage, deed of trust or other security instrument may be retired from revenues generated by dues, use fees, assessment of the Members of the Master Association, or otherwise, or any combination thereof, as may be deemed appropriate by Declarant or the Master Association, as the case may be, but subject to the limitations imposed by this First Amended and Restated Declaration.

(k) Audit. The Association shall provide an annual audit by an independent certified public accountant of the accounts of the Master Association and make a copy of such audit available to each Member during normal business hours at the principal office of the Master Association. Any Member may at any time and at his own expense cause an audit or inspection to be made of the books and records of the Master Association by a certified public accountant provided that such audit or inspection is made during normal business hours and without unnecessary interference with the operations of the Master Association.

(l) Other. The Association shall carry out all duties of the Master Association set forth in the Buckeye Creek Restrictions, or the Articles or Bylaws of the Association.

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3.06 Powers and Authority of the Master Association. The Association shall have all of the powers of a non-stock, non-profit cooperative corporation organized under the laws of the State of Nevada in operating for the benefit of its members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, By-Laws and this First Amended and Restated Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of this First Amended and Restated Declaration, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association for the peace, health, comfort, safety or general welfare of the Owners. Without in any way limiting the generality of the foregoing, the Association and the Board shall have the following power and authority; without the obligation to exercise such power and authority:

(a) Right of Entry and Enforcement. The Board and its agents and representatives shall have the power and right to enter upon any Lot and the Improvements thereon without liability to any Owner, for the purpose of enforcing any of the provisions of this First Amended and Restated Declaration, or for the purpose of maintaining and repairing the improvements located on said Lot as provided in this First Amended and Restated Declaration or, if for any reason whatsoever, the Owner thereof fails to maintain and repair any portion of a Lot as required by this First Amended and Restated Declaration to be maintained or repaired by said Owner. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on the behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this First Amended and Restated Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions of this First Amended and Restated Declaration. The costs of any such action or suit, including reasonable attorney's fees, shall be paid to the prevailing party as part of its judgment.

(b) Easements and Rights-of-Way. The Association shall have the power to grant and convey to any third party, easements, licenses for use and rights-of-way, in, on, over or under any Common Area conveyed or otherwise transferred to the Association or under its jurisdiction, upon the affirmative vote or written consent of seventy-five percent (75%) of its voting Members.

(c) Employment of Manager. The Board shall have the power to employ by written agreement the services of a manager or other employee, or a professional manager or management company, subject to the direction and control of said Board, to manage and carry out the affairs of the Association and, to the extent

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consistent with the laws of the State of Nevada and upon such conditions as are otherwise deemed advisable by the Board, to delegate to the manager any of its powers; provided, however, that any contract with such professional manager or management company, and the compensation to be paid, for a term greater than three (3) years must be approved by at least fifty-one percent (51%) of the Members of the Association. In no event shall any management agreement be for a term greater than five (5) years and said agreement shall provide for termination for cause on a minimum of ninety (90) days written notice.

(d) Services. The Board shall have the power to provide for and engage the services of others for the maintenance, protection and preservation of Association Property and the Common Areas, including grounds keepers, painters, plumbers and such other maintenance personnel, as the nature and character of such common area may require, and including any such necessary personnel as the nature and character of any recreational facilities within such Association Property or Common Area may require; provided, however, that no contract for such services shall be for a duration of more than one (1) year, except with the approval of a majority of the Members of the Association, and in no event for a term greater than three (3) years. Said contract shall provide for termination for cause on a maximum of ninety (90) days written notice.

(e) Utilities. The Board shall have the power to contract, use and pay for utility services to the Association Property and Common Area and their facilities.

(f) Other Property: The Board shall have the power to acquire and hold, as trustee for the benefit of its Members, tangible and intangible personal property and to dispose of the same by sale or otherwise.

(g) Mergers: The Association shall have the power, to the extent permitted by law, to participate in mergers and consolidations with other non-profit corporations organized for the same purposes as the Association, provided that any such merger or consolidation shall have the approval by affirmative vote or written consent of seventy-five percent (75%) of all Members of the Association.

(h) Dedication: The Association shall have the power to dedicate any of its property to an appropriate public authority for public use, provided that any such dedication shall have the approval either by affirmative vote or written consent of fifty-one percent (51%) of all of the Members of the Association, and such dedication is subject to the existing easements and rights of use of all of the Members of the Association.

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

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(j) Construction on Association Property: The Association shall have the power to construct new Improvements or additions to Association Property, or demolish existing Association Property or Improvements, subject to the approval of the Architectural Committee as is required in this First Amended and Restated Declaration.

(k) Collection for Subassociations: The Association shall have the power to collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this First Amended and Restated Declaration, provided that such Subassociation has delegated the right, authority and power to the Association to make such collections on its behalf.

(l) Conveyances. To grant and convey to any person real property and interests therein, including fee title, leasehold estates, easements, rights of way, mortgages and deeds of trust, out of, in, on, over or under any Master Association Property for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:

(1) Parks, parkways, or other recreational facilities;

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

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

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

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

Nothing above contained, however, shall be construed to permit use or occupancy of any land, Improvement or other facility in a way which would violate applicable zoning or use and occupancy restrictions imposed thereon by other provisions of this First Amended and Restated Declaration.

(m) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Master Association, the operation and management of its Property, the enforcement of the Buckeye Creek Restrictions, or in the performance of any other duty, right, power or authority of the Master Association.

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(n) Association Property Services. To pay for water, sewer, garbage removal, electricity, telephone, gas, snow removal, landscaping, gardening, and all other utilities, services and maintenance for property owned by or leased to the Master Association.

(o) Other Areas. To maintain and repair easements, roads, roadways, rights of way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes, entry details, guardhouses, and other areas of the Project owned by or leased to the Master Association, and to contribute toward the cost of operation and maintenance of private roads and any other Improvements or other facilities owned by Subassociations in the Project but used in part by Persons who are Members of the Master Association but not members of the Subassociation.

(p) Recreational Facilities. To own and operate any and all types of facilities for both active and passive recreation, both on and off the Project, including, but not limited to: golf courses and related facilities; tennis courts and related facilities; swimming pools; ice rinks; community clubs; equestrian facilities; picnic areas; parks and playgrounds; trails for hiking, bicycles and horseback riding; lakes and ponds for swimming, water skiing, fishing and other water sports; and other similar and dissimilar recreational facilities.

(q) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Master Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of the Buckeye Creek Restrictions, this First Amended and Restated Declaration, or the Articles or Bylaws of the Master Association.

(r) Contracts. To enter into contracts with Declarant and with Subassociations, Major Developers, and other Persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or recreational or other facility or area, or to provide any service or perform any function on behalf of Declarant or such Subassociation, Major Developer or other Person. As to any such contract into which the Association may enter with a Subassociation, the Association may make, establish and promulgate, and in its discretion may amend or repeal and reenact, rules of the kind described in Section 3.10 with respect to the Subassociation's property.

(s) To obtain and hold any and all types of permits and licenses, and to operate restaurants.

(t) To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

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(u) If it shall ever be ruled or held that an exemption under the Internal Revenue Code is unavailable to the Master Association because of one or more rights, powers, duties, obligations or functions given to the Master Association by the First Amended and Restated Declaration, the Master Association may create a subsidiary or other association to perform the rights, powers, duties, obligations or functions which prevent the obtaining of the tax exemption; or, alternatively, the Master Association may retain the rights, powers, duties, obligations and functions which prevent the obtaining of the tax exemption and transfer some or all of its other rights, powers, duties, obligations and functions to such subsidiary or other association.

### 3.07 Indemnification.

(a) Third Party Actions. The Master Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Master Association) by reason of the fact that he or she is or was a director, officer, employee, servant or agent of the Master Association against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Master Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Master Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) Derivative Actions. The Master Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Master Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, servant or agent of the Master Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action, proceeding or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Master Association, except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Master Association unless and only to the extent that the court in

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which such action, proceeding or suit was brought shall determine upon application that, despite the adjudication of liability and in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) Determination. Any indemnification which the Master Association has elected to provide under paragraph (a) or (b) of this Section 3.07 (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the officer, director, employee, servant or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in paragraph (a) or (b) of this Section 3.07. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion; provided, however, that if a director, officer, employee, servant or agent of the Master Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph (a) or (b) of this Section 3.07, or in defense of any claim, issue or matter therein, then, to the extent that the Master Association has elected to provide indemnification, he shall automatically be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith without the necessity of any such determination that he has met the applicable standard of conduct set forth in paragraph (a) or (b) of this Section 3.07.

(d) Payment in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may, in the discretion of the Board, be paid by the Master Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board as provided in paragraph (c) of this Section 3.07 upon receipt of an undertaking by or on behalf of the director, officer, employee, servant or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Section 3.07.

(e) Insurance. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, servant, or agent of the Master Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability hereunder or otherwise.

(f) Other Coverage. The indemnification provided by this Section 3.07 shall not be deemed exclusive of any other rights to which anyone seeking indemnification may be entitled under this First Amended and Restated Declaration, agreement, vote of the

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Members, vote of disinterested directors, Nevada law, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and may continue as to a person who has ceased to be a director, officer, employee, servant or agent and may inure to the benefit of the heirs and personal representatives of such a person.

3.08 Assessment Benefiting Specific Areas. The Master Association shall also have authority to levy assessments against specific local areas and Improvements to be expended for the benefit of the properties so assessed. The assessments levied under this Section 3.08 shall be levied in proportion to the benefits conferred or to be conferred, as determined by the Board, and therefore the amount levied against each parcel of land or Improvement need not be equal. Any such assessments shall constitute a lien on the properties so assessed and such liens shall be enforced in the same manner and to the same extent as is provided in Article X of this First Amended and Restated Declaration for regular and special Assessments.

3.09 Diseased Trees. The Master Association may enter upon any part of the Project at any time to inspect for, prevent and control diseased trees and other plant life and insect infestation of trees and other plant life. If any diseased or insect infested trees or other plant life are found, the Master Association may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient. The cost thereof applicable to privately owned property may be levied by the Master Association as a specific assessment against such property pursuant to Section 3.08 hereof.

3.10 Rules:

(a) Rulemaking Power: The Board may, from time to time and subject to the provisions of this Declaration, propose, enact and amend rules and regulations to be known as the "Buckeye Creek Rules". Any rules which relate to the management, operation and control of the Association or the Common Area, common facilities or interests shall become effective and binding on all Owners only after adoption by the Board. Such rules may concern, but need not be limited to: matters pertaining to use of the Common Area and Recreation and Open Space; signs; collection and disposal of refuse; minimum standards of maintenance of property; parking and traffic restrictions; limitations on maintenance of landscaping or other improvements on any property which obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic; and any other subject or matter within the jurisdiction of the Association as provided in this Declaration. Said rules may restrict and govern the use of Common Area by any Members, by the family of such Member or by any invitee, licensee or lessee of such Member. Declarant has retained the right, to establish rules relating to the use of that portion of the Common Area and Recreation and Open Space



owned by it, and the Association may incorporate such rules in its Rules; the right of an Owner or the Board to enforce the Buckeye Creek Rules is limited to those Owners that are subject to this Declaration.

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

3.11 Breach of Rules or Restrictions: In the event of a breach of any Rule or of any of the Restrictions contained in this Declaration by an Owner, his family, guests, employees, invitees, licensees or tenants, the Board, for and on behalf of itself and all other Owners, shall enforce the obligations of each Owner to obey such Rules or Restrictions in any manner provided by law or in equity, including, but not limited to, appropriate hiring of legal counsel, the pursuing of legal action, or suspension of the Owner's right to use the facilities of the Common Area or suspension of the Owner's voting rights; provided, however, such suspension may not be for a period in excess of thirty (30) days, after notice and hearing as herein provided, for an infraction of such Rules. In addition to the other remedies herein set forth, including without limitation, assessing the cost of repair of any damage resulting from an infraction of the Rules, the Board, by majority vote, may levy a fine against such Owner, after appropriate notice and hearing as herein provided, in an amount not to exceed an amount equal to six (6) months of the assessments made under Section 10.2(a) for each such violation and the payment of such fine may be enforced in the same manner as set forth in Section 10.5 hereof. Prior to imposing any penalty provided herein for breach of any rules enacted hereunder or of the Restrictions contained in this Declaration, the Board shall send written notice to the Owner specifying the nature of the infraction and shall provide an opportunity to the Owner for a hearing before the Board regarding such infraction and the penalty to be imposed. In the event that the Board determines that said infraction has occurred and that a penalty shall be imposed, after a reasonable opportunity for a hearing has been provided, the determination of the Board shall be final. In the event legal counsel is retained or legal action is instituted by the Board pursuant to this paragraph, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs, and reasonable attorney's fees.

3.12 Liability of Members of Board: No member of the Board shall be personally liable to any of the other Board members, to the Members or to any other person, including Declarant, for any error or omission of the Association, its representatives and

employees, or the Architectural Committee, provided that such Board member has, upon the basis of such information as may be possessed by him, acted in good faith.

3.13 Amendment: The provisions of Section 3.1, 3.2 and 3.3 shall not be amended without the vote or written consent of a majority of all of the Owners.

3.14 Relinquishment of Architectural Control to Subassociations: So long as Declarant is entitled to three votes for every one vote to which another person is entitled pursuant to Section 3.3A(2) above, Declarant may relinquish to any Subassociation established pursuant to a Supplemental Declaration the right to appoint its own Architectural Committee for the area which is subject to such Supplemental Declaration; and after Declarant is no longer entitled to such votes, the Board may make such relinquishment. No such relinquishment shall be effective, however, without the written acceptance of the Subassociation. If such relinquishment is made, then the Architectural Committee of such Subassociation shall have all rights, powers, functions, duties and obligations with respect to the area subject to the Supplemental Declaration as are granted to the Architectural Committee by Article IX or by any other sections of this Declaration.

#### ARTICLE IV

##### DEVELOPMENT OF BUCKEYE CREEK: ANNEXATION

4.01 Subdivision and Development by Declarant. Declarant intends to divide the Project into several areas, to develop some of the said areas and, at Declarant's option, to dedicate some of said areas as Common Areas, Recreation and Open Space, or for other purposes for the benefit of the developed areas, in accordance with the Project master plan. It is contemplated that the Project will be developed pursuant to such Project master plan, as it may from time to time be amended or modified, as a unified planned development district in which the development of, and restrictions upon, each portion thereof will benefit each other portion and the whole thereof. As each area is developed or dedicated, Declarant, or if the area is owned by a Major Developer, Declarant and such Major Developer, may record one or more Supplemental Declarations with respect thereto which will refer to the First Amended and Restated Declaration and designate the use classification, and which may supplement the First Amended and Restated Declaration with such additional covenants, conditions and restrictions as Declarant or Declarant and such Major Developer may deem appropriate for that area. Such Supplemental Declaration may, but need not, provide for the establishment of a Subassociation to be comprised of Owners within the area subject thereto. Any Supplemental Declaration may provide its own procedure for the amendment of any provisions thereof, as, for example, by a specified vote of only the Owners of some of the property within the area subject thereto. All lands, Improvements

and uses in each area to be developed shall be subject to both this First Amended and Restated Declaration and the Supplemental Declaration, if any, for that area.

4.02. Annexation. Declarant, and other Persons with Declarant's written consent, may at any time and from time to time add to the lands which are subject to this Declaration. Except as provided in paragraph (4) of this Section 4.02, upon the recording of a Notice of Addition of Land containing the provisions set forth below in this Section 4.02 (which Notice may be contained within any Supplemental Declaration affecting such land), the covenants, conditions and restrictions contained in this Declaration shall apply to the added land in the same manner as if it had been originally subject to this Declaration; and thereafter, except as provided in paragraph (4) of this Section 4.02, the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the lands originally covered by this Declaration.

The Notice of Addition of Land referred to hereinabove shall contain the following provisions:

(1) A reference to this Declaration, which reference shall state the date of recordation hereof and the book and page numbers wherein this Declaration is recorded;

(2) A statement that the provisions of this Declaration shall apply to the added land as set forth herein;

(3) An adequate legal description of the added land; and

(4) Declarant's written consent if the added land is not then owned by Declarant. As part of such written consent Declarant may agree with the Person who owns such land as to the terms and conditions upon which Declarant will exercise its rights and duties, as Declarant under this First Amended and Restated Declaration, with respect to such added land. Such terms and conditions may provide for joint exercise, as to such added land, of Declarant's said rights and duties.

4.03. Deannexation. Declarant may deannex any unit of land within the Project from this Declaration, without the consent of any Owner at any time prior to the conveyance of any units of land; provided, however, that any consent or approval required by law to be obtained from any governmental authority having jurisdiction of the Project with respect to such deannexation shall be obtained by Declarant prior to the recordation of a deannexation declaration. Such deannexation shall be effected by recording a deannexation declaration. Upon recordation of the deannexation declaration, the land to be deannexed shall be removed and deannexed from the Project and, thereafter, shall be free from the obligations, requirements, declaration, limitations, covenants, conditions and restrictions set forth herein.

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4.04. Lands Owned by Major Developer. If an area has been sold to a Major Developer, any Supplemental Declaration with respect thereto shall be executed by both Declarant and such Major Developer.

## ARTICLE V

### GENERAL RESTRICTIONS

All real property within the Project shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

5.01. Antennas. Except for any which may, at Declarant's option, be erected by Declarant or Declarant's designated representative, no exterior radio or television antenna or aerial shall be erected or maintained in the Project without the prior written approval of the Architectural Committee.

5.02. Insurance Rates. Nothing shall be done or kept in the Project which will increase the rate of insurance on any Association Property without the approval of the Board, nor shall anything be done or kept in the Project which would result in the cancellation of insurance on any Association Property or which would be in violation of any law.

5.03. No Further Subdividing. No Lot, Common Area, Commercial Site or Condominium Unit or unit of land which is designated for apartments shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof (including any Subassociation) without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot, Common Area, Commercial Site and Condominium Unit or unit of land which is designated for apartments and convey any easement or other interest less than the whole, all without the approval of the Architectural Committee; and provided, further, that nothing herein shall be deemed to require the approval of the Architectural Committee for the transfer or sale of any Lot, Multi-Family Site, Commercial Site or Condominium Unit, including Improvements thereon, to more than one person to be held by them as tenants in common or joint tenants, or for the granting of any mortgage or deed of trust.

5.04. Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee except such signs as may be required by legal proceedings. No flashing or moving signs shall be permitted on the Project.

5.05 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the Project and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its

occupants. No noise or other nuisance shall be permitted to exist or operate upon any such property so as to be offensive or detrimental to any other property or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any such property without the prior written approval of the Board.

5.06 Repair of Building. No Improvement hereafter constructed upon any land within the Project shall be permitted to fall into disrepair, and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner (including any Subassociation) thereof.

5.07 Improvements and Alterations. There shall be no construction other than repairs pursuant to Section 5.06 above, excavation, alteration which in any way alters the exterior appearance of any Improvement, or removal of any Improvement without the prior approval of the Architectural Committee.

5.08 Violation of Buckeye Creek Rules. There shall be no violation of the Buckeye Creek Rules once adopted by the Board and made available to the Persons affected thereby. If any Owner or his family or any guest, licensee, lessee or invitee of such Owner or his family violates the Buckeye Creek Rules, the Board may invoke any one or more of the following remedies: (a) impose a special charge upon such Owner of not more than Fifty Dollars for each violation; (b) suspend the right of such Owner and his family, guests, licensees, lessees and invitees to use Association Property under such conditions as the Board may specify, for a period of not to exceed thirty days for each violation; (c) cause the violation to be cured and charge the cost thereof to such Owner; and (d) obtain injunctive relief against the continuance of such violation. Before invoking any such remedy, the Board shall give such Owner Notice and Hearing except that the Board may suspend the right of any Owner and his family, guests, licensees, lessees and invitees without Notice and Hearing for any period during which any Assessment owed by such Owner is past due and unpaid. Any assessment or charge imposed under this Section 5.08 which remains unpaid for a period of ten days or more, shall become a lien upon the Owner's land or Condominium Unit upon its inclusion in a recorded notice thereof and may be collected as provided in Article X below for the collection of other Assessments.

5.09 Drainage. There shall be no interference with the established drainage patterns over any property within the Project, except by Declarant, unless adequate provision is made for proper drainage and approved by the Architectural Committee.

5.10 No Hazardous Activities. No activities shall be conducted on any property and no Improvements constructed on any property which are or might be unsafe or hazardous to any person or

property. Without limiting the generality of the foregoing, no fire-arms shall be discharged upon any property, and no open fires shall be lighted or permitted on any property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

5.11 No Temporary Structures. No tent or shack or other temporary building, Improvement or structure shall be placed upon any property, except that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of Declarant, such approval to include the nature, size and location of such structure.

5.12 No Mining and Drilling. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except that Declarant or the Master Association may, by appropriate written permit, grant, license or easement, allow the drilling of wells and the installation of infiltration galleries for the extraction of water; and except that Declarant or the Master Association may, by appropriate written permit, grant, license or easement, allow any of the foregoing activities to the extent permitted by applicable zoning.

5.13 Vehicles. The use of all vehicles, including but not limited to helicopters, gliders, trucks, automobiles, graders, boats, tractors, pickups, mobile homes, trailers, buses, campers, recreational vehicles, bicycles, motorcycles, motor scooters, wagons, sleighs and snowmobiles, shall be subject to the Buckeye Creek Rules, which may prohibit or limit the use thereof within specified parts of Buckeye Creek, and which may also provide parking regulations and adopt other rules regulating the same.

5.14 Construction Activities. This First Amended and Restated Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by any Owner (including Declarant) upon property within the Project; provided that when completed such Improvements shall in all ways conform to this First Amended and Restated Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this First Amended and Restated Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities; provided that such construction is pursued to completion with reasonable diligence, is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by the Architectural Committee, provided that such waiver

shall be only for the reasonable period of such construction. Such waiver may, but need not, be recorded or in recordable form.

5.15 Exemption of Declarant. Notwithstanding anything in this First Amended and Restated Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee. Without in any way limiting the generality of the preceding sentence, this First Amended and Restated Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, to maintain model homes and construction, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing, all anywhere on the Project.

5.16 Assignment by Declarant. Any other provision of this First Amended and Restated Declaration to the contrary notwithstanding, Declarant may assign in whole or in part any of its privileges, exemptions, rights and duties under this First Amended and Restated Declaration to any other Person and may permit the participation in whole or in part by any other Person in any of its privileges, exemptions, rights and duties hereunder. Without in any way limiting the generality of the preceding sentence, Declarant may exempt any Person from the control and jurisdiction of the Architectural Committee.

5.17 Building Permits. Building permits for any structures on property which is the subject of this Declaration, shall only be issued in accordance with the Douglas County Code.

## ARTICLE VI

### PERMITTED USES AND RESTRICTIONS - RESIDENTIAL AREAS

6.01 Residential Areas. All property within any residential area (excluding any Recreation and Open Space in such residential area) shall be improved and used solely for residential use; except that any Common Area in such residential area may be improved and used for active and passive recreational purposes for the primary benefit of the Owners and occupants of Lots and Multi-Family Sites in such residential area; and except that, as to any specific area, Declarant (or the Board if delegated by Declarant) may, in its sole and absolute discretion, permit other Improvements and uses consistent with the zoning then in effect for such specific area by so providing in a Supplemental Declaration recorded with respect to such specific area. Any Supplemental Declaration recorded for a residential area shall designate such area to be either a single-family residential area or a multi-family residential area, and may further designate such residential use for that area to be attached or detached single-family residences or any combination thereof in the case of a single-family residential area, or one or more apartment houses or Condominium Buildings or townhouses or any combina-

tion thereof in the case of a multi-family residential area. The Supplemental Declaration may designate an area as a planned unit development combining both single-family and multi-family residences where permitted by the applicable zoning and this Declaration.

#### 6.02 Improvements and Use.

A. Except as provided in Section 6.01 hereof, no Lot shall be improved or used except by a dwelling or structure designed to accommodate no more than a Single Family plus a garage, fencing and such other Improvements as are necessary or customarily incident to a Single-Family residence; provided, however, that separate guest houses, and servants' quarters, and barns, stables and corrals may be erected on any Lot if permitted by an appropriate Supplemental Declaration and the applicable zoning.

B. Except as provided in Section 6.01 hereof, no Multi-Family Site shall be improved or used except by an apartment house, Condominium Building, or townhouse, or any combination thereof, except that a Multi-Family Site may also be used for single-family residential purposes to the extent permitted by applicable zoning and this Declaration.

6.03 Residential Use; Rentals. No residence on any Lot or Multi-Family Site shall be used for any purpose other than Single-Family Residential Use. However, nothing in this Declaration shall prevent the rental of property within a residential area by the Owner thereof for residential purposes, on either a short or long-term basis subject to all the provisions of this Declaration. No commune, co-operative or similar type living arrangement shall be permitted anywhere in the Project.

6.04 Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot or Multi-Family Site. No animals of any kind shall be raised, bred or kept on any Lot of Multi-Family Site except dogs, cats or other ordinary household pets; provided, however, that horses may be raised, bred and kept on any Lot to the extent permitted by applicable zoning and the Buckeye Creek Restrictions. No poultry may be kept on any Lot or Multi-Family Site.

6.05 Unsightly Articles. No unsightly article shall be permitted to remain on any Lot or Multi-Family Site so as to be Visible from Neighboring Property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, motor homes, recreation vehicles, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment and garden and maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened so as not to be Visible from Neighboring Property and no repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except so as not to be Visible from



Neighboring Property. Refuse, garbage and trash shall be kept at all times in a covered container and any such container shall be kept within an area so as not to be Visible from Neighboring Property. All owners must subscribe to a garbage collection service when the same is available to the Project. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view; no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any property except within an enclosed structure or kept so as not to be Visible from Neighboring Property; liquid propane gas, oil and other exterior tanks shall be kept within an enclosed structure or appropriately screened from view.

## ARTICLE VII

### PERMITTED USES AND RESTRICTIONS - OTHER AREAS

7.01 Recreation and Open Space Areas. Any other provision of this First Amended and Restated Declaration to the contrary notwithstanding, no land within any Recreation and Open Space area shall be improved by any Improvement, used or occupied except in such manner as shall have been approved by Declarant in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy, and Improvement, and may be given by recorded Supplemental Declaration. Declarant may delegate its right to grant such approvals to the Board. No approval shall be granted which would be in contravention of the zoning then in effect for the area in question.

7.02 Commercial Areas. No noxious or offensive trades, services, activities, or businesses shall be conducted on any Commercial Site, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners or to other occupants of lands within the Project by reason of unsightliness, or excessive emissions of fumes, exhaust, odors, glare, vibration, gases, air, wind, radiation, dust, liquid waste, solid waste, heat, smoke, noise, light or otherwise. Each Owner and each occupant of a Commercial Site shall keep such Commercial Site and the Improvements thereon in a safe, clean, neat and wholesome condition, and shall comply in all respects with all applicable governmental requirements and the Buckeye Creek Restrictions.

## ARTICLE VIII

### ASSOCIATION PROPERTY

8.01 Use. Each Member of the Master Association who resides in Buckeye Creek and the members of his family who reside with him, and each lessee of a Lot, a Condominium Unit, or a dwelling unit in an apartment house, shall be entitled to use the Property of the Master Association, subject to:

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(a) The provisions of the Buckeye Creek Restrictions, and each person who uses any Property of the Association, in using the same, shall be deemed to have agreed to comply therewith;

(b) The right of the Association to charge reasonable dues and use and other fees for those facilities or amenities for which fees are normally charged or assessed.

(c) The right of the Association to suspend the rights to the use of any Property of the Association by any Member or lessee and their respective families, guests and invitees for any period during which any Assessment against the Member's property remains past due and unpaid; and, after Notice and Hearing by the Board, the right of the Association to invoke any remedy set forth above in Section 5.08 for any other infraction of the Buckeye Creek Restrictions;

(d) The right of the Association to require that security deposits be made and deposited with the Association to secure all sums, and to guarantee performance of all duties, due and owing or to become due and owing to the Association;

(e) The right of the Association to allow the general public, or certain segments thereof, to use any Association Property, and in the discretion of the Board, to charge use or other fees therefor subject to subparagraph (b) above provided that the Association may not charge fees for access to public-type parks and sport fields; and

(f) Such rights to use Association Property as may have been granted by the Association to others; and

(g) Such covenants, conditions, and restrictions as may have been imposed by the Association or prior owners on Association Property.

8.02 Damages. Each Member and lessee described above in Section 8.01 shall be liable to the Master Association for any damage to Property of the Association which may be sustained by reason of the negligent or intentional misconduct of such person or of his family, guests or invitees. If the property, the ownership or leasing of which entitles the Owner or lessee thereof to use Association Property, is owned or leased jointly or in common, the liability of all such joint or common Owners or lessees shall be joint and several. The amount of such damage may be assessed against such person's real and personal property on or within the Project, including the leasehold estate of any lessee, and may be collected as provided in Article X below for the collection of Assessments.

8.03 Damage and Destruction. In the case of destruction of or damage to Association Property by fire or other casualty:

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A. Reconstruction - Minor. If the insurance proceeds do not exceed the sum of \$100,000 and the cost of repairing or rebuilding does not exceed the amount of the available insurance proceeds by more than \$25,000, such insurance proceeds shall be paid to the Association, which thereupon shall contract to repair or rebuild the Association Property so damaged; and if the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding the damage, the Master Association may levy a special Assessment to make good any deficiency.

B. Reconstruction - Major. If the insurance proceeds exceed \$100,000 or the cost of repairing or rebuilding exceeds the available insurance proceeds by more than \$25,000, then:

(a) The insurance proceeds shall be paid to such bank or trust company as may be designated by the Board, to be held in separate trust for the benefit of the Members, as their respective interests shall appear. The Association is authorized to enter, on behalf of the Members, into an agreement with such insurance trustee relating to its powers, duties and compensation, on such terms as the Board may approve consistent herewith.

(b) The Association shall obtain firm bids from two or more responsible contractors to repair and rebuild any or all portions of the Association Property and shall call a special meeting of the Members to consider such bids. At such special meeting, the Members may by three-fourths of the vote cast at such meeting elect to reject such bids and thus not to rebuild. Failure to thus reject such bids shall be deemed acceptance of such bid as may be selected by the Board. If a bid is accepted, the Association may levy special Assessments on the Members to make up the deficiency between the total insurance proceeds and the contract price of repairing or rebuilding the Association Property and such Assessments and all insurance proceeds shall be paid to said insurance trustee to be used for such rebuilding. Such Assessments may be made due on such dates as the Association may designate, and the Association may borrow money to pay the aforesaid deficiency and may secure such borrowing by an assignment of its right to collect such Assessments, by a pledge or mortgage on any personal property owned by the Association or held by it in trust for the Members, or by a mortgage or deed of trust on the facility to be rebuilt or on any other real property owned by the Association. If the Members elect not to rebuild, the proceeds, after payment for demolition of damaged structures and clean-up of the premises, shall be retained by the Master Association for use in performing its functions under the Buckeye Creek Restrictions.

C. Decision Not to Reconstruct. If the Board determines not to rebuild any Property so destroyed or damaged, or to build facilities substantially different from those which were destroyed or damaged, it shall call a special meeting of the Members to consider such decision. If the Members, by three-fourths of the votes cast at such meeting, elect to ratify such decision, the Board shall

act accordingly; but if the Members do not by such percentage elect to ratify such decision, the Board shall proceed to repair or rebuild the damaged or destroyed facility pursuant to paragraph A or B, as the case may be, of this Section 8.03.

#### ARTICLE IX

#### ARCHITECTURAL COMMITTEE

9.01 Members of Committee. There shall be an Architectural Committee which shall consist of three members or five members. There shall also be two alternate members, either of whom may be designated by the Committee to act as substitute on the committee in the event of absence or disability of any member. Each member of the Committee shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee may be removed at any time without cause.

9.02 Declarant's Rights of Appointment. The Board shall have the right to appoint and remove all members of the Committee, including alternates, but so long as Declarant is entitled to three votes for every one vote to which another person is entitled pursuant to Section 3.03 above, Declarant shall have the right to approve or disapprove all members proposed for appointment by the Board. Thereafter, the Board shall have the right to appoint and remove all members of the Committee without Declarant's consent.

9.03 Review of Proposed Construction. Whenever in this First Amended and Restated Declaration or in any Supplemental Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts which in its sole discretion are relevant. Except as provided in Sections 5.15 and 5.16 above, prior to commencement of any construction of any Improvement in the Project, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Committee has approved such Plans and Specifications in writing. The Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this First Amended and Restated Declaration, and perform such other duties assigned to it by this First Amended and Restated Declaration, or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Committee. The Committee shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions contemplated thereby in the locations indicated will not be detrimental to the surrounding area or the Project as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of Plans and Specifications on such changes therein as it deems appropriate, and may require submission of additional

Plans and Specifications or other information prior to approving or disapproving the material submitted. The Committee may also issue rules or guidelines regarding anything relevant to its functions, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. Such rules shall be known as the Architectural Committee Rules. The Committee may require a reasonable fee to accompany each application for approval. The Committee may require such detail in Plans and Specifications submitted for its review and such other information as it deems proper, including without limitation, environmental impact statements. Until receipt by the Committee of all required Plans and Specifications and other information, the Committee may postpone review of anything submitted for approval.

9.04 Architectural Committee Rules. The Architectural Committee shall from time to time and in its sole discretion adopt, amend and repeal by unanimous vote rules and regulations to be known as "Architectural Committee Rules" interpreting and implementing the provisions of this Declaration and setting forth fees to be charged and procedures and design and construction criteria to be followed in submitting proposals to the Committee. The Architectural Committee Rules shall comply with all applicable federal, state and local laws, regulations and ordinances. A copy of the Architectural Committee Rules as they may from time to time be adopted, amended or repealed, certified by any member of the Architectural Committee, shall be maintained at the office of the Association and shall be available for inspection and copying by any Member at any reasonable time during the business hours of the Association. The following minimum standards and restrictions shall apply to any construction work performed on the Property:

(a) No more than one (1) residential unit shall be constructed on any Lot; however, if the size of the Lot permits, a single detached guest house for guests or domestic employees shall be considered as part of the residential unit.

(b) All improvements shall be constructed in full compliance with all applicable zoning laws, building codes and other laws, ordinances and regulations applicable to the construction, use and occupancy of improvements.

(c) The placement of the improvements on a Lot, the type of roofs, exterior materials and building shapes shall be established in such manner as to be determined reasonable in the sole discretion of the Architectural Committee.

9.05 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder, but such meetings shall be held at least annually on or about the first Tuesday in March of each year. The Committee may from time to time by resolution unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf

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of the Committee, except the granting of variances pursuant to Section 9.10. In the absence of such designation, the vote of a majority of all of the members of the Committee, or the written consent of a majority of all of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

9.06 No Waiver of Future Approvals. The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatsoever subsequently or additionally submitted for approval or consent by the same or a different Person.

9.07 Compensation of Members. The members of the Committee shall be entitled to reasonable compensation from the Association for services rendered, together with reimbursement for expenses incurred by them in the performance of their duties hereunder. Such compensation shall be determined by Declarant while it has the right to approve or disapprove the members of the Committee pursuant to Section 9.02 above and thereafter such compensation shall be determined by the Board.

9.08 Inspection of Work.

A. Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any Improvement for which approved Plans or Specifications are required under this First Amended and Restated Declaration, the Owner shall give written notice of completion to the Committee.

(b) Within such reasonable time as the Committee may set in its Rules but not to exceed fifteen days thereafter, the Committee or its duly authorized representative may inspect such Improvement. If the Committee finds that such work was not done in strict compliance with all approved Plans and Specifications submitted or required to be submitted for its prior approval, it shall notify the Owner in writing of such noncompliance within such period, specifying in reasonable detail the particulars of noncompliance, and shall require the Owner to remedy the same.

(c) If upon the expiration of thirty days from the date of such notification the Owner shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon Notice and Hearing, the Board shall issue a ruling determining whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five days from the date of announcement of the Board ruling. If the Owner does not comply

with the Board's ruling within such period, the Board, at its option, may either remove the noncomplying Improvement or remedy the noncompliance, and the Owner shall reimburse the Master Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Master Association, the Board shall levy a Special Assessment against such Owner and the Improvement in question and the land upon which the same is situated for reimbursement and the same shall constitute a lien upon such land and Improvement and be enforced as in this First Amended and Restated Declaration provided.

(d) If for any reason after receipt of said written notice of completion from the Owner, the Committee fails to notify the Owner of any noncompliance within the period provided above in subparagraph (b) of Section 9.08A the Improvement shall be deemed to be in accordance with said approved Plans and Specifications.

B. Work in Progress. The Committee may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (b) of Section 9.08A. If the Owner denies that such noncompliance exists, the procedures set out in subparagraph (c) of Section 9.08A shall be followed, except that no further work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board should find that such noncompliance exists.

9.09 Nonliability of Committee Members. Neither the Committee nor any member thereof nor the Board nor any member thereof shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's or the Board's respective duties under this First Amended and Restated Declaration unless due to the willful misconduct or bad faith of the Committee or its members or the Board or its members, as the case may be. Except insofar as its duties may be extended with respect to a particular area by a Supplemental Declaration filed by Declarant or by Declarant and a Major Developer, as the case may be, the Committee shall review and approve or disapprove all Plans and Specifications submitted to it for any proposed Improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and Buckeye Creek generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

9.10 Variances. The Committee may authorize variances from compliance with any of the architectural provisions of this

First Amended and Restated Declaration or any Supplemental Declaration, including restrictions upon height, bulk, size, shape, floor area, land area, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations may, in its sole and absolute discretion, warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all of the members of the Committee. If such a variance is granted, no violation of the covenants, conditions or restrictions contained in this First Amended and Restated Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this First Amended and Restated Declaration, the Architectural Committee Rules or any Supplemental Declaration for any purpose except as to the particular property and particular provision and in the particular instance covered by the variance.

9.11 Obligations With Respect to Zoning and Subdivisions.

A. The Architectural Committee shall require all Persons to comply fully with the zoning and master plan designations enacted for Buckeye Creek on May 1, 1986, by the Board of County Commissioners of Douglas County, Nevada, and with all applicable federal, state and local laws, regulations and ordinances, insofar as the same is applicable and as the same may hereafter be amended from time to time.

9.12 Relinquishment of Architectural Control To Subassociations. So long as Declarant is entitled to four votes for every one vote to which another person is entitled pursuant to Section 3.03A above, Declarant may relinquish to any Subassociation established pursuant to a Supplemental Declaration under Sections 3.01 and 4.01 above the right to appoint its own architectural committee for the area which is subject to such Supplemental Declaration; and after Declarant is no longer entitled to such votes, the Board of the Master Association may make such relinquishment. No such relinquishment shall be effective, however, without the written acceptance of the Subassociation. If such relinquishment is made, then the architectural committee of such Subassociation shall have all rights, powers, functions, duties and obligations with respect to the area subject to the Supplemental Declaration as are granted to the Architectural Committee by this Article IX or by any other sections of this First Amended and Restated Declaration and the Subassociation shall have all rights, powers, functions, duties and obligations with respect to such Subassociation architectural committee as are granted to the Master Association with respect to the Architectural Committee by this Article IX or by any other sections of this First Amended and Restated Declaration.

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ARTICLE X

FUNDS AND ASSESSMENTS

10.01 Agreement to Pay. Each Owner, by his acceptance of a deed, for each Lot, Multi-Family Site, and Commercial Site 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. For any assessment period in which there is a subsidy agreement between the Association and Declarant, Declarant's obligations to pay regular and special assessments shall be deemed discharged if Declarant is not in default under such agreement.

10.02 Buckeye Creek Maintenance Fund. The Board shall establish a fund (the "Buckeye Creek Maintenance Fund") into which shall be deposited all moneys paid to the Master Association and from which disbursements shall be made in performing the functions of the Association under the Buckeye Creek Restrictions. The funds of the Master Association must be used solely for purposes related to the areas and Improvements owned by or leased to the Association, or subject by the Buckeye Creek Restrictions to maintenance or operation by the Association, or otherwise for purposes authorized by the Buckeye Creek Restrictions as they may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by any Subassociation pursuant to any Supplemental Declaration.

10.03 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the Buckeye Creek Restrictions, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Uniform and equal Assessments sufficient to pay such estimated net charges shall then be levied and collected as provided in this Article X. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

10.04 Special Assessments. In addition to the regular annual Assessments provided for above in Section 10.03, the Board shall levy special Assessments, upon the property and in the manner set forth in this Article X, whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Master Association under the Buckeye Creek Restrictions, and the Board may levy such Special Assessments whenever in the Board's opinion such Special Assessments are

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necessary to enable the Board to carry out the optional functions of the Master Association under the Buckeye Creek Restrictions.

10.05 Notice of Special Assessments; Time for Payment.

The Association may, in its discretion, give written notice of special assessments to each Owner, which notice shall specify the amount of the special assessment and the date or dates of payment of the same. No payment shall be due fewer than 15 days after such written notice has been given. Failure of the Association to give notice of the special assessment shall not affect the liability of the Owner of any Private Lot for such special assessment, but the date when payment shall become due in such a case shall be deferred to a date 15 days after such notice shall have been given.

10.06 Late Charges. If any Assessment, whether regular or special, is not paid within fifteen days after it is due, the Owner may be required by the Board to pay a late charge at such rate as the Board may designate from time to time.

10.07 Unpaid Assessments as Liens. The amount of any delinquent Assessment, whether regular or special, assessed against any property and any late payment charge attributable thereto, plus interest on such Assessment and charge at a rate of ten percent per annum simple interest (or such higher rate as the Board may designate from time to time), and the costs of collecting the same, including reasonable attorneys' fees, shall be a lien upon such Lot and the Improvements thereon, Condominium Unit, apartment house and the land upon which the same is located, or Commercial Site and the Improvements thereon, as the case may be. Such lien shall be prior to any declaration of homestead. Such lien may be foreclosed in the same manner as is provided in the laws of Nevada for the foreclosure of mortgages on real property. A certificate executed and acknowledged by any two members of the Board stating the indebtedness secured by such lien shall be conclusive upon the Master Association as to the amount of such indebtedness as of the date of the certificate, in favor of all Persons who rely thereon in good faith, and such certificate shall be furnished to any Owner upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

10.08 Mortgage Protection. Notwithstanding any other provision of the Buckeye Creek Restrictions, no lien created under this Article X or under any other Article of this First Amended and Restated Declaration, nor any lien arising by reason of any breach of the Buckeye Creek Restrictions, nor the enforcement of any provision of this First Amended and Restated Declaration or of any Supplemental Declaration shall defeat or render invalid the rights of the Beneficiary under any recorded Mortgage or Deed of Trust of first and senior priority now or hereafter upon a Lot, Condominium Unit, apartment house or Commercial Site made in good faith and for value. However, after the foreclosure of any such first Mortgage or Deed of Trust or after any conveyance in lieu of foreclosure, such Lot, Condominium Unit, apartment house or Commercial Site shall

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remain subject to the Buckeye Creek Restrictions and shall be liable for all regular Assessments and all special Assessments levied subsequent to completion of such foreclosure or delivery of such conveyance in lieu of foreclosure, and to all installments of all regular and special Assessments levied prior to completion of such foreclosure or delivery of such conveyance but falling due after such completion or such delivery.

10.09 Effect of Amendments on Mortgages. Notwithstanding the provisions of Section 11.02 below, no amendment of Section 10.08 of this First Amended and Restated Declaration shall affect the rights of any Beneficiary whose Mortgage or Deed of Trust has the first and senior priority as provided in Section 10.08 and who does not join in the execution thereof, provided that his Mortgage or Deed of Trust is recorded in the real property records of Douglas County prior to the recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Mortgage or Deed of Trust shall be subject to such amendment.

10.10 Subordination. By subordination agreement executed by the Master Association, the benefits of Section 10.08 and 10.09 above, may in the sole and absolute discretion of the Board, be extended to beneficiaries not otherwise entitled thereto.

## ARTICLE XI

### MISCELLANEOUS

11.01 Term. This First Amended and Restated Declaration, including all of the covenants, conditions and restrictions hereof, upon execution and recordation in Douglas County, shall run until December 31, 2006, unless amended as herein provided. After December 31, 2006, this First Amended and Restated Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by at least three-fourths of the Owners in Buckeye Creek and recorded in the Douglas County real property records.

### 11.02 Amendment.

A. Special Provisions. No amendment of Section 10.09 shall be effective as to any Beneficiary who does not join in the execution thereof provided that his Mortgage or Deed of Trust is recorded in the real property records of the county prior to the recordation of such amendment. Subject to the preceding sentence, no amendment of this Section 11.02 shall be effective unless adopted by 80% or more of the total number of votes entitled to be cast pursuant to Section 3.03A above at the time of the proposed amendment. No amendment of this First Amended and Restated Declaration shall be effective until executed and recorded in the real property records of Douglas County in the manner hereinafter provided.

B. By Declarant. Except as provided in Section 11.02A, this First Amended and Restated Declaration may be amended by only Declarant so long as Declarant is entitled to four votes for every one vote to which any other person is entitled as provided in Section 3.03A; provided, however, that no such amendment by Declarant shall be effective without Notice and Hearing, and if the Owners, other than Declarant, entitled to cast 75% or more of the votes entitled to be cast pursuant to Section 3.03A, by written notice delivered to the Board within 15 days after such hearing, object to such amendment proposed by Declarant, such amendment shall not be effective. No amendment by Declarant shall be effective until there has been recorded in the real property records of the county, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the president and secretary of the Board certifying that the above-mentioned Notice and Hearing was given and held and that the Board did not within 15 days after said hearing receive written objections to the amendment from the Owners, other than Declarant, entitled to cast 75% or more of the votes entitled to be cast pursuant to Section 3.03A.

C. By Owners. Except as provided in Sections 11.02A and 11.02B, this First Amended and Restated Declaration may be amended by the recording in the county real property records of an instrument executed and acknowledged by the president and secretary of the Board, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least 51% of the number of votes entitled to be cast pursuant to Section 3.03A. Any Owner may indicate his approval of such proposed amendment either by consenting thereto in writing or by affirmative vote at a duly convened regular or special meeting of the Master Association.

11.03 Notices. Any notice permitted or required to be given by the First Amended and Restated Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Master Association for the purpose of service of notices, or to the residence of such Person if no address has been given to the Master Association. Such address may be changed from time to time by notice in writing given by such Person to the Master Association.

11.04 Interpretation. The provisions of this First Amended and Restated Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development and operation of Buckeye Creek and of promoting and effectuating the fundamental concepts of Buckeye Creek as set forth in the Article I of this First Amended and Restated Declaration. This Declaration shall be construed and governed under the laws of the State of Nevada.

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## 11.05 Enforcement and Nonwaiver.

A. Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant and the Board shall have the right to enforce all of the provisions of the Buckeye Creek Restrictions against any property within Buckeye Creek and the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision. The right of any Owner to so enforce such provisions shall be equally applicable without regard to whether the land (or other interest) of the Owner seeking such enforcement or the land (or other interest) whereon or with respect to which a violation of such provision is alleged is initially set forth on Exhibit A or is hereafter subjected to this Declaration pursuant to Section 4.02 above.

B. Violation a Nuisance. Every act or omission whereby any provision of the Buckeye Creek Restrictions is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by any Owner at his own expense, by Declarant, or by the Board, whether or not the relief sought is for negative or affirmative action. However, only Declarant, the Board and the duly authorized agents of either of them may enforce by self-help any of the provisions of the Buckeye Creek Restrictions, and then only if such self-help is preceded by reasonable notice to the Owner in question.

C. Violation of Law. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any property within Buckeye Creek is hereby declared to be a violation of the Buckeye Creek Restrictions and subject to all of the enforcement procedures set forth in said Restrictions.

D. Remedies Cumulative. Each remedy provided by the Buckeye Creek Restrictions is cumulative and not exclusive.

E. Nonwaiver. The failure to enforce any provision of the Buckeye Creek Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Restrictions.

## 11.06 Construction.

A. Restrictions Severable. Notwithstanding the provisions of the foregoing Section 11.04, each of the provisions of the Buckeye Creek Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or

neuter shall each include the masculine, feminine and neuter.

C. Captions. All Captions and titles used in this First Amended and Restated Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, Sections or Articles hereof.


ARTICLE XII

RESCISSION OF PRIOR DECLARATION

Upon recordation, this First Amended and Restated Declaration will supercede, rescind and extinguish the Declaration originally made on February 21, 1981, and recorded at Book 281, pages 1426-1431, as Document No. 53717, in the Official Records of Douglas County, Nevada, and the Amendment thereto dated July 18, 1984, and recorded at Book 784, pages 1598-1599, as Document No. 103731, of said Official Records, as they relate to the property described in Exhibit "A", and this First Amended and Restated Declaration shall govern.

IN WITNESS WHEREOF, Declarants have executed this First Amended and Restated Declaration the day and year first above written.

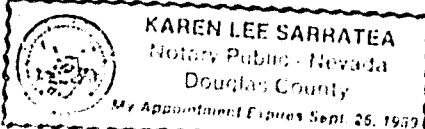
John H. Shahin  
JOHN SHAHIN

Karen Lee Sarratea  
  
August 20th, 1986  
Douglas County  
State of Nevada

State of Nevada  
County of Douglas  
On August 20th, 1986  
Mr. John Shahin  
instrument.

personally appeared before me, a notary public (or judge or other authorized person, as the case may be), who acknowledged that he executed the above-

Karen Lee Sarratea  
(Signature)



COPY

REQUESTED BY  
*John S. Shapiro*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'86 AUG 20 P4:22

SUZANNE BEAUDREAU  
RECORDER  
\$ *209.00* PAID *JL* DEPUTY

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BOOK 886 PAGE 2415