

Doc Number: **0846402**

07/16/2014 08:31 AM

OFFICIAL RECORDS

Requested By:  
DC/COMMUNITY DEVELOPMENT

DOUGLAS COUNTY RECORDERS  
Karen Ellison - Recorder

Page: 1 of 24 Fee: \$ 0.00  
Bk: 0714 Pg: 3463



Deputy: ar

Assessor's Parcel Number: See attached pages 1-3

Recording Requested By:

Name: Mim Moss, Community Development &  
Terry Lundergreen, Treasurer's Office

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Real Property Transfer Tax: N/A

\$ \_\_\_\_\_

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MONTERRA MAINTENANCE DISTRICT #2014.141

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(Title of Document)

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

*This cover page must be typed or legibly hand printed.*

**MONTERRA**  
**LMAD DISCLOSURE STATUS**

Lot #	Address	APN	OWNER
1	1705 Bello Court	1320-29-610-001	And Away They Go LLC
2	1703 Bello Court	1320-29-610-002	And Away They Go LLC
3	1703 Rosso Court	1320-29-610-003	And Away They Go LLC
4	1705 Rosso Court	1320-29-610-004	And Away They Go LLC
5	1704 Rosso Court	1320-29-610-005	Fonte LLC
6	1702 Rosso Court	1320-29-610-006	Fonte LLC
7	1703 Fonte Court	1320-29-610-007	Fonte LLC
8	1705 Fonte Court	1320-29-610-008	Fonte LLC
9	1704 Fonte Court	1320-29-610-009	Fonte LLC
10	1702 Fonte Court	1320-29-610-010	Fonte LLC
11	1707 Monticello Ct	1320-29-610-011	Fonte LLC
12	1705 Monticello Ct	1320-29-610-012	Fonte LLC
13	1703 Monticello Ct	1320-29-610-013	And Away They Go LLC
14	1702 Monticello Ct	1320-29-610-014	And Away They Go LLC
15	1704 Monticello Ct	1320-29-610-015	And Away They Go LLC
16	1706 Monticello Ct	1320-29-610-016	And Away They Go LLC
17	1708 Monticello Ct	1320-29-610-017	And Away They Go LLC
18	1107 Belsera Ct	1320-29-610-018	And Away They Go LLC
19	1105 Belsera Ct	1320-29-610-019	Lang, Paul & Sherry
20	1106 Chantel Dr	1320-29-610-035	And Away They Go LLC
21	1108 Chantel Dr	1320-29-610-034	And Away They Go LLC
22	1107 Fiore Ct	1320-29-610-048	Kyle, Michael & Susan
23	1105 Fiore Ct	1320-29-610-049	Walmseley, Karen
24	1106 Fiore Ct	1320-29-610-050	Gart, Mark & Valarie
25	1108 Fiore Ct	1320-29-610-051	Lawyer, Donald & Paula
26	1107 Tuscan Ct	1320-29-610-052	Neddenriep, Sally
27	1105 Tuscan Ct	1320-29-610-053	Vander Laan, Thomas
28	1106 Tuscan Ct	1320-29-610-054	Xu, Da Chuan
29	1108 Tuscan Ct	1320-29-610-055	Stack, Kerry
30	1107 Sienna Ct	1320-29-610-068	Chaney, Brandon & Rachel
31	1105 Sienna Ct	1320-29-610-069	Shrader, Robert & Bridget
32	1106 Sienna Ct	1320-29-610-070	Dobson, James et-al
33	1108 Sienna Ct	1320-29-610-071	Myers Family Trust
34	1107 Monterrey Ct	1320-29-610-073	Pitts, Dayton & Jennifer
35	1105 Monterrey Ct	1320-29-610-072	James Tormales Trust
36	1106 Monterrey Ct	1320-29-510-016	And Away They Go LLC
37	1108 Monterrey Ct	1320-29-510-015	And Away They Go LLC
38	1124 Galante Rd	1320-29-610-026	And Away They Go LLC
39	1122 Galante Rd	1320-29-610-025	And Away They Go LLC
40	1120 Galante Rd	1320-29-610-024	And Away They Go LLC

41	1118 Galante Rd	1320-29-610-023	Fonte LLC
42	1116 Galante Rd	1320-29-610-022	Fonte LLC
43	1114 Galante Rd	1320-29-610-021	Fonte LLC
44	1112 Galante Rd	1320-29-610-020	Fonte LLC
45	1111 Chantel Dr	1320-29-610-033	Fonte LLC
46	1113 Chantel Dr	1320-29-610-032	Fonte LLC
47	1115 Chantel Dr	1320-29-610-031	Fonte LLC
48	1117 Chantel Dr	1320-29-610-030	Fonte LLC
49	1119 Chantel Dr	1320-29-610-029	Fonte LLC
50	1121 Chantel Dr	1320-29-610-028	Fonte LLC
51	1123 Chantel Dr	1320-29-610-027	Fonte LLC
52	1122 Chantel Dr	1320-29-610-041	And Away They Go LLC
53	1120 Chantel Dr	1320-29-610-040	And Away They Go LLC
54	1118 Chantel Dr	1320-29-610-039	And Away They Go LLC
55	1116 Chantel Dr	1320-29-610-038	And Away They Go LLC
56	1114 Chantel Dr	1320-29-610-037	And Away They Go LLC
57	1112 Chantel Dr	1320-29-610-036	And Away They Go LLC
58	1111 Las Brisas Dr	1320-29-610-047	And Away They Go LLC
59	1113 Las Brisas Dr	1320-29-610-046	And Away They Go LLC
60	1115 Las Brisas Dr	1320-29-610-045	And Away They Go LLC
61	1117 Las Brisas Dr	1320-29-610-044	And Away They Go LLC
62	1119 Las Brisas Dr	1320-29-610-043	And Away They Go LLC
63	1121 Las Brisas Dr	1320-29-610-042	And Away They Go LLC
64	1122 Las Brisas Dr	1320-29-610-061	Fonte LLC
65	1120 Las Brisas Dr	1320-29-610-060	Fonte LLC
66	1118 Las Brisas Dr	1320-29-610-059	Fonte LLC
67	1116 Las Brisas Dr	1320-29-610-058	Fonte LLC
68	1114 Las Brisas Dr	1320-29-610-057	Fonte LLC
69	1112 Las Brisas Dr	1320-29-610-058	Fonte LLC
70	1111 Montecito Dr	1320-29-610-067	Fonte LLC
71	1113 Montecito Dr	1320-29-610-066	Fonte LLC
72	1115 Montecito Dr	1320-29-610-065	Fonte LLC
73	1117 Montecito Dr	1320-29-610-064	Fonte LLC
74	1119 Montecito Dr	1320-29-610-063	Fonte LLC
75	1121 Montecito Dr	1320-29-610-062	And Away They Go LLC
76	1122 Montecito Dr	1320-29-610-079	And Away They Go LLC
77	1120 Montecito Dr	1320-29-610-078	Pegram Trust
78	1118 Montecito Dr	1320-29-610-077	And Away They Go LLC
79	1116 Montecito Dr	1320-29-610-076	And Away They Go LLC
80	1114 Montecito Dr	1320-29-610-075	And Away They Go LLC
81	1112 Montecito Dr	1320-29-610-074	And Away They Go LLC
82	1111 Monterra Dr	1320-29-510-014	And Away They Go LLC
83	1113 Monterra Dr	1320-29-510-013	And Away They Go LLC
84	1115 Monterra Dr	1320-29-510-012	And Away They Go LLC
85	1117 Monterra Dr	1320-29-510-011	And Away They Go LLC
86	1119 Monterra Dr	1320-29-510-010	Sorbet, Phillip & Pyhllis
87	1121 Monterra Dr	1320-29-510-009	Sorbet, Phillip & Pyhllis

88	1138 Montecito Dr	1320-29-610-086	Sorbet, Phillip & Pyhlis
89	1136 Montecito Dr	1320-29-610-085	Sorbet, Phillip & Pyhlis
90	1134 Montecito Dr	1320-29-610-084	ABN Enterprises
91	1132 Montecito Dr	1320-29-610-083	ABN Enterprises
92	1130 Montecito Dr	1320-29-610-082	Reshaw, Albert J IV & Lori
93	1128 Montecito Dr	1320-29-610-081	Allbright, Joe & Rebecca
94	1126 Montecito Dr	1320-29-610-080	Ewbank, James & Cynthia
95	1127 Monterra Dr	1320-29-510-008	Harrison, M & Schurke, J
96	1129 Monterra Dr	1320-29-510-007	Kenison, Jared & Nicholl
97	1131 Monterra Dr	1320-29-510-006	Leiss, Garry & Linda
98	1133 Monterra Dr	1320-29-510-005	Palne, Andrew & Ingrid
99	1135 Monterra Dr	1320-29-510-004	Shorten, Christopher & Zoe
100	1137 Monterra Dr	1320-29-510-003	ABN Enterprises
101	1139 Monterra Dr	1320-29-510-002	McHale, Pierre
102	1725 Arbello Dr	1320-29-610-087	Smith, James & Marilyn
103	1727 Arbello Dr	1320-29-610-088	Sorbet, Phillip & Pyhlis
104	1729 Arbello Dr	1320-29-610-089	Sorbet, Phillip & Pyhlis
105	1143 Monterra Dr	1320-29-510-001	And Away They Go LLC
106	1140 Monterra Dr	1320-29-510-029	And Away They Go LLC
107	1138 Monterra Dr	1320-29-510-028	Mackinen, Jeffrey
108	1134 Monterra Dr	1320-29-510-027	Whitaker Family Inv
109	1132 Monterra Dr	1320-29-510-026	Kesteloot, Walter W II & M
110	1130 Monterra Dr	1320-29-510-025	Fond, Howard & Josephine
111	1128 Monterra Dr	1320-29-510-024	Torres, Francisco A Jr
112	1126 Monterra Dr	1320-29-510-023	Brower Trust
113	1122 Monterra Dr	1320-29-510-022	Jantos, Thomas
114	1120 Monterra Dr	1320-29-510-021	Hanly, Susan
115	1118 Monterra Dr	1320-29-510-020	Pumphrey, Robert & Janey
116	1116 Monterra Dr	1320-29-510-019	Buttar, Parwinder & Kaur, B
117	1114 Monterra Dr	1320-29-510-018	Nemcik, Robert & Judy
118	1112 Monterra Dr	1320-29-510-017	Dedmon, Adam & Jennifer

**ORDINANCE NUMBER 2014-1413**

**SUMMARY**

An ordinance amending Douglas County Code (DCC), Chapter 20.471 Maintenance District-1 Monterra, to extend the date by which the perimeter landscape improvements subject to the Monterra Subdivision landscape assessment district must be installed and inspected by the County. The initial ordinance, creating the Monterra Phase-1 landscape maintenance assessment district became effective in June 2007 and required the landscape improvements to be installed and inspected by July 1, 2009. The improvements have now been installed or secured and inspected. The County is being requested to accept the improvements and assume maintenance responsibility per Chapter 20.471 using funds collected from assessments on each unit. Recognizing the July 1, 2009, date had not been met, fifty percent of the lot owners, subject to the landscape maintenance district per 20.471.110, requested a review and amendment of Section 20.471.050 to extend the date for installation and inspection to September 1, 2014. Additionally, the ordinance proposes in Section 20.471.040 to reduce the annual assessment amount from \$24.26 to \$14.21, plus a 1% administrative cost per month or \$172.23 annually as well as clarify assessments not paid when due will accrue penalties and interest in the same manner as unpaid property taxes. It was also determined a change to 20.471.100 was necessary to add language requiring the ordinance be recorded against the lots within Monterra-Phase 1 landscape maintenance assessment district consistent with NRS 278.4787(6) and DCC 20.470.080. Additionally, an amendment to Section 20.470.070 was necessary to allow for billing, penalties, and interest to be charged consistent with unpaid property taxes. Should the County not adopt Ordinance 2014-1413 a homeowners association will need to be formed to maintain the improvements.

**TITLE**

**An amendment to the Douglas County Code (DCC), Chapter 20.471 Maintenance District-1 Monterra, to extend the date by which the perimeter landscape improvements subject to the Monterra landscape maintenance assessment district must be installed and inspected by the County, decreasing the assessment amount per unit, clarifying in Chapter 20.470 and 20.471, assessments not paid when due will accrue penalties and interest in the same manner as unpaid property taxes, and adding language requiring DCC Chapter 20.471 to be properly recorded consistent with state and local laws and providing for other properly related matters.**

**THE BOARD OF COUNTY COMMISSIONERS OF THE  
COUNTY OF DOUGLAS, DO ORDAIN:**

**SECTION 1:** This ordinance shall be recorded by the Douglas County Recorder's Office consistent with NRS 278.4787(5) & (6) and DCC 20.470.080 against all properties included within the Maintenance District-1 Monterra as set forth in Exhibit "A", which is attached and incorporated, in order to advise the current and future owners of the tracts of land or residential units that the land and units are subject to assessment.

**SECTION 2:** Douglas County Code, Title 20, Section 20.470.070 Assessments and creation of liens, is amended with deleted language shown with a strikethrough and new language underlined and *italicized*, all other language remains unchanged, as follows:

**Chapter 20.470  
Maintenance Districts**

**Section 20.470.070 Assessments and creation of liens.**

Assessment amounts will be payable according to the payment schedule adopted in the ordinance creating the district. The county will mail the property owner of the assessment unit a bill for the assessment amount. The county will assess *penalties and interest in the same manner and amount as assessed on property taxes per NRS Chapter 361. Property Tax.* ~~a 10% penalty for each assessment not paid within 30 days from the due date. Interest will accrue on delinquent payments with unpaid principal, penalties and accrued interest compounded semiannually.~~ Once the assessment amount is levied and is due, it becomes a lien on the assessment unit. The lien will have the same priority as a lien for real property taxes.

SECTION 3: Douglas County Code, Title 20, Chapter 20.471, Maintenance District 1-Monterra is amended, specifically sections 20.471.050 and 20.471.100 with deleted language shown with a strikethrough and new language underlined and italicized), as follows:

**Chapter 20.471  
Maintenance District 1 - Monterra**

**Sections**

- 20.471.010 Definitions.**
- 20.471.020 Establishment of Maintenance District 1 – Monterra.**
- 20.471.030 Effective Date of Ordinance.**
- 20.471.040 Assessments.**
- 20.471.050 Improvements.**
- 20.471.060 Public Benefit.**
- 20.471.070 County Lien Rights.**
- 20.471.080 Limit on Liability.**
- 20.471.090 Expansion of District.**
- 20.471.100 Recorded Notice of District.**
- 20.471.110 Review of Continuation of District.**
- 20.471.120 Severability.**

**20.471.010 Definitions.**

A. "Assessment amount": The monetary amount based on the County's cost of administration and maintenance for the maintenance district property and improvements, levied against each assessment unit as an assessment for any given assessment period.

B. "Assessment period": The fiscal year of the district which will begin on July 1 of each year and end on June 30<sup>th</sup> of the following year. The initial assessment period will commence on the date the improvements are accepted and will terminate on the following June 30<sup>th</sup>.

C. "Assessment unit": Each legal unit of the property designated on a final map and intended for improvement with a single family dwelling whether or not the dwelling

has been constructed. The boundaries of each assessment unit and the number identifying the assessment unit are on the final map for the property.

D. "District": The district is Maintenance District 1 – Monterra, established by this ordinance in accordance with NRS 278.478 to NRS 278.4787, inclusive, and Douglas County Code chapter 20.470 for the maintenance of certain improvements on the maintenance district property.

E. "Improvements": Those improvements to the maintenance district property set forth in the approved plans and accepted by the County.

F. "Maintenance district property": That certain real property located in Douglas County, Nevada, described in the attached Exhibit "B", together with all real property added by an expansion of the district pursuant to section 20.471.090.

G. "Property": That certain real property located in Douglas County, Nevada, described in the attached Exhibit "A" and consisting of assessment units together with all real property added by any expansion of the district pursuant to section 20.471.090.

#### **20.471.020 Establishment of Maintenance District I - Monterra.**

A maintenance district is created and established for the Maintenance District 1 – Monterra property and each assessment unit presently or in the future created in the district, as shown in Exhibit "A", the property to be assessed, and Exhibit "B", the maintenance district property; in accordance with sections 20.470.010 through 20.470.110, inclusive.

#### **20.471.030 Effective Date of Ordinance.**

This ordinance is effective upon passage; the county has no obligation to undertake any maintenance or assessment billing obligations until the County accepts of the improvements. The petition will bear all responsibility for the maintenance and upkeep of the improvements until the acceptance date.

#### **20.471.040 Assessments.**

A. The assessment amount for each assessment unit will be in the amount of ~~\$24.26~~ ~~\$14.21~~ per unit per month plus 1% administrative cost for \$294 ~~\$172.23~~ for the annual assessment period; subject to an annual adjustment based on actual costs or an expansion of the district. Each assessment amount includes, and will continue to include, both an allocation for the County's annual cost for maintenance with respect to Maintenance District 1 and for the County's administrative, overhead, and ownership costs and expenses attributable to Maintenance District 1, for the applicable assessment period. The assessment amount has been, and will continue to be, adjusted in accordance with the County's determination of the contribution for the benefit to the public from the improvements set out in section 20.470.060(C). The assessment amount may be billed by the County with property tax or on an annual, quarterly or monthly basis.

B. The assessment amounts are payable on or before the 30<sup>th</sup> day from the day the County mails to the owner of the assessment unit a bill for the assessment amount to the same address for the owner of the assessment unit as billings for real property taxes are sent by the County or if billed with the property taxes the assessment will be payable on the same date(s) as the property taxes are due.

C. Assessment amounts for any partial assessment period will be prorated based on a 365-day year.

D. Assessment amounts, which are not paid when due, will accrue penalties of 10 percent of the assessment amounts and interest *in the same manner and amount as assessed on property taxes per NRS Chapter 361, Property Tax.* will accrue on the total amount due including penalties and be compounded semi-annually.

#### **20.471.050 Improvements.**

A. The improvements must be installed by petitioner in accordance with the approved landscape plans in a good and workmanlike, lien-free manner on or before *September 1, 2014* of the second year after the approval of this ordinance. Once the improvements are completed, petitioner must notify the County for inspection and acceptance. If the improvements are not constructed when the ordinance creating the district is approved the petitioner must provide the county security, pursuant to DCC 20.720.030, in an amount and on the terms as the county deems appropriate, unless the improvements have already been secured as part of the subdivision improvement plans.

B. Before the county may accept of the improvements, petitioner must provide to the county an easement for access and maintenance of the improvements across applicable real property in Maintenance District 1.

C. The county will undertake or cause to be undertaken the maintenance of the improvements consistent with the levels and standards set forth in the attached Exhibit "C" on the county's acceptance of the improvements.

#### **20.471.060 Public Benefit.**

The County Commission determines there is no recognizable amount of benefit to the public interest from the assumption of the maintenance of these subdivision perimeter improvements. Accordingly, the County will not reduce the direct costs included in the calculation of the assessment amounts. If at a later date the County Commission determines that there is a benefit to the public, it must designate a source of the funds for the public portion and adjust the assessment amount in section 20.470.060.

#### **20.471.070 County Lien Rights.**

Once levied, the assessment amounts will constitute liens on and against the respective assessment units within the maintenance district. Each lien may be executed, and will have the same priority, as a lien for real property taxes with respect to each assessment unit.

#### **20.471.080 Limit on Liability.**

The County has no liability whatsoever, and each owner of an assessment unit, for itself and all persons claiming through the owner, agrees to hold the County harmless from any and all claims, losses, liabilities, injuries and damages arising out of or in connection with the non-negligent performance by the County or its authorized agents or independent contractors of the obligations for Maintenance District 1 undertaken by the County pursuant to this ordinance.



**20.471.090 Expansion of District.**

Upon the filing of a petition and by appropriate amendment to this ordinance after the County Commission has made the findings pursuant to section 20.470.100, Maintenance District 1 may be expanded to include future phases of the subdivision for which the instant petition has been presented.

**20.471.100 Recorded notice.**

Concurrently with the recording of a final subdivision map for the Maintenance District 1 property, a notice of the inclusion of the property in Maintenance District 1, or the inclusion of any property with the expansion of the district, with a true and accurate copy of the ordinance attached, must be recorded against all the Maintenance District 1 property. This notice must be in a form sufficient to encumber the Maintenance District 1 property and run with the title. If a final map has been already been recorded, the County shall record a copy of this ordinance against all the properties included within Maintenance District 1 in order to advise the current and future owners of the tracts of land or residential units that the tracts of land or residential units are subject to the assessment. The costs of recording the notice must be paid by the petitioner.

**20.471.110 Review of Continuation of District.**

On notice to the owners of Maintenance District 1 property, the County or at least 50 percent of the owners of Maintenance District 1 property may request a public hearing to review and determine whether it is desirable to continue Maintenance District 1 in accordance with section 20.470.110. If the County determines it is not desirable to continue district, the district may be dissolved in accordance with section 20.470.110. In such event, the majority of owners of the property may, within six months, form a homeowners' association to take ownership of the property subject to the maintenance district and assume responsibility for the maintenance of the maintenance district property. During this six-month transition period, the owners of Maintenance District 1 property must continue to pay the assessments and the County will continue maintaining the improvements.

**20.471.120 Severability.**

Should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, that decision will not affect the validity of the ordinance as a whole or any part other than the part declared to be unconstitutional or invalid. Should any clause or provision be declared to be unconstitutional, and the result prohibits the County from levying and collecting assessments as provided in this ordinance, then this ordinance must be deemed null and void and of no further force or effect, unless and until the County by further ordinance duly adopted amends this chapter in a manner acceptable to the County for the purpose of reestablishing a method for the levying and collection of assessments.

PROPOSED on June 5, 2014.

PROPOSED by Commissioner McDermid.

PASSED on July 3, 2014.

VOTE: Ayes Commissioners:


BARRY PENZEL  
DOUG N. JOHNSON  
LEE BONNER  
GREG LYNN  
NANCY McDERMID

Nays Commissioners:

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Absent Commissioners:

NONE



Doug N. Johnson, Chairman  
Douglas County  
Board of Commissioners

ATTEST:



Ted Thran  
Douglas County Clerk

By:  Clerk to the Board

This ordinance shall be in force and effect from and after the 17th day of the month of July of the year 2014.

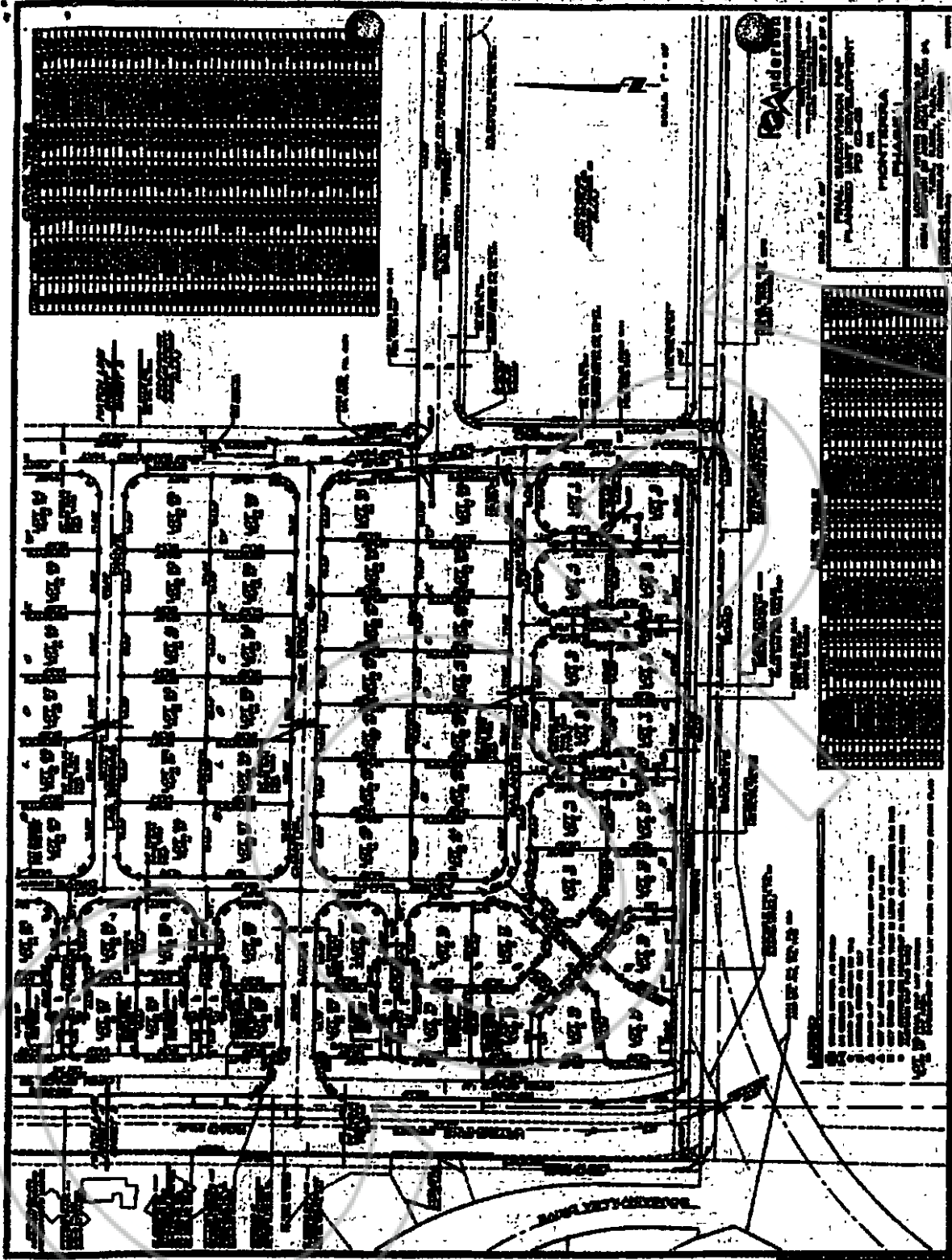
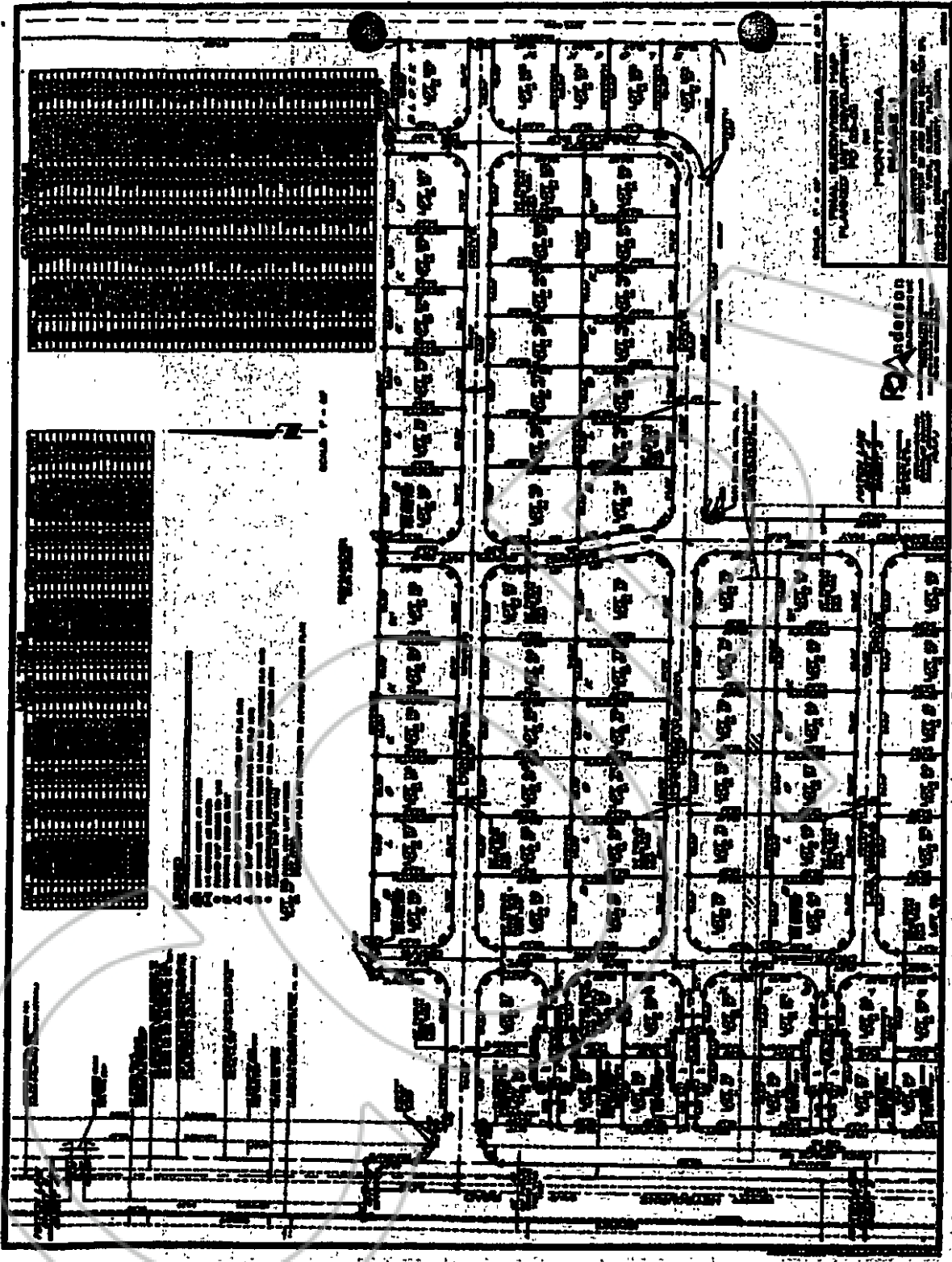


Exhibit "A"



PLANNED RECONSTRUCTION PROJECT  
MONTANA  
MONTANA  
MONTANA

**Anderson**  
ARCHITECTS  
P.C.

NOT TO SCALE  
ALL DIMENSIONS ARE IN FEET AND INCHES  
UNLESS OTHERWISE NOTED  
ALL ROOMS ARE TO BE FINISHED  
WITH THE FOLLOWING FINISHES:  
FLOORING: CARPET  
WALLS: PAPER  
CEILING: POP  
DOORS: 1 1/2" MIN. THICK  
WINDOWS: 1/2" MIN. THICK  
ALL WORK IS TO BE IN ACCORDANCE  
WITH THE 2009 INTERNATIONAL  
RESIDENTIAL CODE BOOK  
AND THE 2009 INTERNATIONAL  
MECHANICAL AND ELECTRICAL  
CODE BOOK

MONTEREY					
LMAD DISCLOSURE STATUS					
1/8/2014					
LOT #	ADDRESS	APN	PURCHASER	CLOSING DATE	LMAD?
1	1705 Bello Court	1320-29-610-001	And Away They Go	6/29/12	yes
2	1703 Bello Court	1320-29-610-002	And Away They Go	6/29/12	yes
3	1703 Rosso Court	1320-29-610-003	And Away They Go	6/29/12	yes
4	1705 Rosso Court	1320-29-610-004	And Away They Go	6/29/12	yes
5	1704 Rosso Court	1320-29-610-005	H&S Construction	1/17/14	yes
6	1702 Rosso Court	1320-29-610-006	H&S Construction	1/17/14	yes
7	1703 Fonte Court	1320-29-610-007	H&S Construction	1/17/14	yes
8	1705 Fonte Court	1320-29-610-008	H&S Construction	1/17/14	yes
9	1704 Fonte Court	1320-29-610-009	H&S Construction	1/17/14	yes
10	1702 Fonte Court	1320-29-610-010	H&S Construction	1/17/14	yes
11	1707 Monticello Court	1320-29-610-011	H&S Construction	1/17/14	yes
12	1705 Monticello Court	1320-29-610-012	H&S Construction	1/17/14	yes
13	1703 Monticello Court	1320-29-610-013	And Away They Go	6/29/12	yes
14	1702 Monticello Court	1320-29-610-014	And Away They Go	6/29/12	yes
15	1704 Monticello Court	1320-29-610-015	And Away They Go	6/29/12	yes
16	1706 Monticello Court	1320-29-610-016	And Away They Go	6/29/12	yes
17	1708 Monticello Court	1320-29-610-017	And Away They Go	6/29/12	yes
18	1107 Belsara Court	1320-29-610-018	And Away They Go	6/29/12	yes
19	1105 Belsara Court	1320-29-610-019	ABN Enterprises	11/1/13	yes
20	1106 Chantel Drive	1320-29-610-035	And Away They Go	6/29/12	yes
21	1108 Chantel Drive	1320-29-610-034	And Away They Go	6/29/12	yes
22	1107 Fiore Court	1320-29-610-048	Kyle	9/12/13	yes
23	1105 Fiore Court	1320-29-610-049	Walmsley	12/10/13	yes
24	1106 Fiore Court	1320-29-610-050	Gert	8/7/13	pending
25	1108 Fiore Court	1320-29-610-051	Lawyer	10/17/13	yes
26	1107 Tuscan Court	1320-29-610-052	Clifton	10/29/13	yes
27	1105 Tuscan Court	1320-29-610-053	Vander Laan	9/10/13	pending
28	1106 Tuscan Court	1320-29-610-054	Xu	3/23/11	no
29	1108 Tuscan Court	1320-29-610-055	Stack	7/16/12	yes
30	1107 Sienna Court	1320-29-610-066	Chaney	7/16/13	pending
31	1105 Sienna Court	1320-29-610-069	Shrader	7/26/13	pending
32	1106 Sienna Court	1320-29-610-070	Dobson/Roussakis	3/18/13	pending
33	1108 Sienna Court	1320-29-610-071	Myers	3/18/13	yes
34	1107 Monterey Court	1320-29-610-073	Pitts	3/16/12	yes
35	1105 Monterey Court	1320-29-610-072	James Tomales Trust	3/26/13	yes
36	1106 Monterey Court	1320-29-610-016	And Away They Go	6/29/12	yes
37	1108 Monterey Court	1320-29-610-015	And Away They Go	6/29/12	yes
38	1124 Galante Road	1320-29-610-026	And Away They Go	6/29/12	yes
39	1122 Galante Road	1320-29-610-025	And Away They Go	6/29/12	yes
40	1120 Galante Road	1320-29-610-024	And Away They Go	6/29/12	yes
41	1118 Galante Road	1320-29-610-023	H&S Construction	1/17/14	yes
42	1116 Galante Road	1320-29-610-022	H&S Construction	1/17/14	yes
43	1114 Galante Road	1320-29-610-021	H&S Construction	1/17/14	yes
44	1112 Galante Road	1320-29-610-020	H&S Construction	1/17/14	yes
45	1111 Chantel Drive	1320-29-610-033	H&S Construction	1/17/14	yes
46	1113 Chantel Drive	1320-29-610-032	H&S Construction	1/17/14	yes
47	1115 Chantel Drive	1320-29-610-031	H&S Construction	1/17/14	yes
48	1117 Chantel Drive	1320-29-610-030	H&S Construction	1/17/14	yes
49	1119 Chantel Drive	1320-29-610-029	H&S Construction	1/17/14	yes
50	1121 Chantel Drive	1320-29-610-028	H&S Construction	1/17/14	yes
51	1123 Chantel Drive	1320-29-610-027	H&S Construction	1/17/14	yes
52	1122 Chantel Drive	1320-29-610-041	And Away They Go	6/29/12	yes
53	1120 Chantel Drive	1320-29-610-040	And Away They Go	6/29/12	yes
54	1118 Chantel Drive	1320-29-610-039	And Away They Go	6/29/12	yes
55	1116 Chantel Drive	1320-29-610-038	And Away They Go	6/29/12	yes
56	1114 Chantel Drive	1320-29-610-037	And Away They Go	6/29/12	yes
57	1112 Chantel Drive	1320-29-610-036	And Away They Go	6/29/12	yes
58	1111 Las Brisas Drive	1320-29-610-047	And Away They Go	6/29/12	yes
59	1113 Las Brisas Drive	1320-29-610-046	And Away They Go	6/29/12	yes

MONTERRA					
LMAD DISCLOSURE STATUS					
1/9/2014					
LOT	ADDRESS	APN	PURCHASER	CLOSING DATE	LMAD?
60	1115 Las Brisas Drive	1320-29-610-045	And Away They Go	6/29/12	yes
61	1117 Las Brisas Drive	1320-29-610-044	And Away They Go	6/29/12	yes
62	1119 Las Brisas Drive	1320-29-610-043	And Away They Go	6/29/12	yes
63	1121 Las Brisas Drive	1320-29-610-042	And Away They Go	6/29/12	yes
64	1122 Las Brisas Drive	1320-29-610-061	H&S Construction	1/17/14	yes
65	1120 Las Brisas Drive	1320-29-610-060	H&S Construction	1/17/14	yes
66	1118 Las Brisas Drive	1320-29-610-059	H&S Construction	1/17/14	yes
67	1116 Las Brisas Drive	1320-29-610-058	H&S Construction	1/17/14	yes
68	1114 Las Brisas Drive	1320-29-610-057	H&S Construction	1/17/14	yes
69	1112 Las Brisas Drive	1320-29-610-056	H&S Construction	1/17/14	yes
70	1111 Montecito Drive	1320-29-610-067	H&S Construction	1/17/14	yes
71	1119 Montecito Drive	1320-29-610-066	H&S Construction	1/17/14	yes
72	1115 Montecito Drive	1320-29-610-065	H&S Construction	1/17/14	yes
73	1117 Montecito Drive	1320-29-610-064	H&S Construction	1/17/14	yes
74	1119 Montecito Drive	1320-29-610-063	H&S Construction	1/17/14	yes
75	1121 Montecito Drive	1320-29-610-062	And Away They Go	6/29/12	yes
76	1122 Montecito Drive	1320-29-610-070	And Away They Go	6/29/12	yes
77	1120 Montecito Drive	1320-29-610-078	Pegram Trust	6/29/12	yes
78	1118 Montecito Drive	1320-29-610-077	And Away They Go	6/29/12	yes
79	1116 Montecito Drive	1320-29-610-076	And Away They Go	6/29/12	yes
80	1114 Montecito Drive	1320-29-610-075	And Away They Go	6/29/12	yes
81	1112 Montecito Drive	1320-29-610-074	And Away They Go	6/29/12	yes
82	1111 Monterra Drive	1320-29-510-014	And Away They Go	6/29/12	yes
83	1113 Monterra Drive	1320-29-510-013	And Away They Go	6/29/12	yes
84	1115 Monterra Drive	1320-29-510-012	And Away They Go	6/29/12	yes
85	1117 Monterra Drive	1320-29-510-011	And Away They Go	6/29/12	yes
86	1119 Monterra Drive	1320-29-510-010	Sorbet	7/16/12	yes
87	1121 Monterra Drive	1320-29-510-009	Sorbet	7/16/12	yes
88	1138 Montecito Drive	1320-29-610-086	Sorbet	7/16/12	yes
89	1136 Montecito Drive	1320-29-610-085	Sorbet	7/16/12	yes
90	1134 Montecito Drive	1320-29-610-084	Sorbet	7/16/12	yes
91	1132 Montecito Drive	1320-29-610-083	Sorbet	7/16/12	yes
92	1130 Montecito Drive	1320-29-610-082	Rashaw	12/8/10	yes
93	1128 Montecito Drive	1320-29-610-081	Allbright	5/21/10	yes
94	1126 Montecito Drive	1320-29-610-080	Ewbank	11/30/07	yes
95	1127 Monterra Drive	1320-29-510-008	Harrison	3/30/12	yes
96	1129 Monterra Drive	1320-29-510-007	Kentson	7/1/13	no
97	1131 Monterra Drive	1320-29-510-006	Leiss	8/1/13	yes
98	1133 Monterra Drive	1320-29-510-005	Paine	10/24/13	yes
99	1135 Monterra Drive	1320-29-510-004	Shorten	11/4/13	yes
100	1137 Monterra Drive	1320-29-510-003	ABN Enterprises	11/1/13	yes
101	1139 Monterra Drive	1320-29-510-002	ABN Enterprises	11/1/13	yes
102	1725 Arbello Drive	1320-29-610-087	Armstrong	3/18/11	yes
103	1727 Arbello Drive	1320-29-610-086	Sorbet	7/16/12	yes
104	1729 Arbello Drive	1320-29-610-089	Sorbet	7/16/12	yes
105	1143 Monterra Drive	1320-29-510-001	And Away They Go	6/29/12	yes
106	1140 Monterra Drive	1320-29-510-029	And Away They Go	6/29/12	yes
107	1138 Monterra Drive	1320-29-510-028	Mackinen	8/19/08	yes
108	1134 Monterra Drive	1320-29-510-027	Whitaker	8/29/11	yes
109	1132 Monterra Drive	1320-29-510-026	Kesteloot	11/20/09	yes
110	1130 Monterra Drive	1320-29-510-025	Fond	6/29/12	yes
111	1128 Monterra Drive	1320-29-510-024	Torres/Bias	12/8/11	yes
112	1126 Monterra Drive	1320-29-510-023	Brower	9/13/12	no
113	1122 Monterra Drive	1320-29-510-022	Jantos	5/2/12	yes
114	1120 Monterra Drive	1320-29-510-021	Hanly	6/29/12	yes
115	1118 Monterra Drive	1320-29-510-020	Pumphrey	8/18/09	yes
116	1116 Monterra Drive	1320-29-510-019	Butler	7/24/09	yes
117	1114 Monterra Drive	1320-29-510-018	Nemcik	7/27/11	no
118	1112 Monterra Drive	1320-29-510-017	Dedmon	3/29/12	yes

0574-037-04  
02/20/07  
Page 1 of 1

**DESCRIPTION  
MONTERRA PHASE 1 OPEN SPACE**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Open Space Lots 'A' and 'B' as shown on the Final Subdivision Map for Monterra Phase 1 recorded August 24, 2005 in the office of Recorder, Douglas County, Nevada as Document No. 853145, containing 2.03 acres, more or less.

**Note:** Refer this description to your title company before incorporating into any legal document.

**Prepared By:** R.O. ANDERSON ENGINEERING, INC.  
P.O. Box 2229  
Minden, Nevada 89423

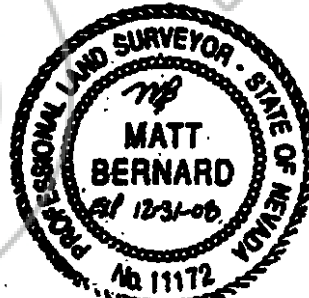


Exhibit "B"

FINAL SUBDIVISION MAP  
PLANNED UNIT DEVELOPMENT  
PD 02-06

# MONTERRA

## PHASE 1

LOCATED WITHIN PORTIONS OF SE1/4 OF SECTION 20 AND THE NE1/4 OF SECTION 20,  
TOWNSHIP 18 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN  
DOUGLAS COUNTY, NEVADA

**GENERAL NOTES:**  
1. THIS MAP IS A PART OF THE MONTERRA PLANNED UNIT DEVELOPMENT (PUD) MAPS, WHICH ARE BEING FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK, DOUGLAS COUNTY, NEVADA, UNDER PD 02-06.  
2. THE MONTERRA PUD MAPS ARE SUBJECT TO THE APPROVAL AND RECORDATION OF THE NEVADA DEPARTMENT OF CONSUMER AFFAIRS AND THE NEVADA DEPARTMENT OF LAND AND NATURAL RESOURCES.  
3. THE MONTERRA PUD MAPS ARE SUBJECT TO THE APPROVAL AND RECORDATION OF THE NEVADA DEPARTMENT OF CONSUMER AFFAIRS AND THE NEVADA DEPARTMENT OF LAND AND NATURAL RESOURCES.  
4. THE MONTERRA PUD MAPS ARE SUBJECT TO THE APPROVAL AND RECORDATION OF THE NEVADA DEPARTMENT OF CONSUMER AFFAIRS AND THE NEVADA DEPARTMENT OF LAND AND NATURAL RESOURCES.

**LEGAL DESCRIPTION:**  
MONTERRA PUD MAPS, PD 02-06, DOUGLAS COUNTY, NEVADA.

**OWNER'S STATEMENT:**  
I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is being offered for sale or lease under the terms and conditions set forth in the attached plat and that the same is being offered for sale or lease under the terms and conditions set forth in the attached plat.

**DEVELOPER'S STATEMENT:**  
I, the undersigned, being the developer of the above described property, do hereby certify that the above described property is being offered for sale or lease under the terms and conditions set forth in the attached plat and that the same is being offered for sale or lease under the terms and conditions set forth in the attached plat.



**GENERAL NOTES:**  
1. THIS MAP IS A PART OF THE MONTERRA PLANNED UNIT DEVELOPMENT (PUD) MAPS, WHICH ARE BEING FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK, DOUGLAS COUNTY, NEVADA, UNDER PD 02-06.  
2. THE MONTERRA PUD MAPS ARE SUBJECT TO THE APPROVAL AND RECORDATION OF THE NEVADA DEPARTMENT OF CONSUMER AFFAIRS AND THE NEVADA DEPARTMENT OF LAND AND NATURAL RESOURCES.  
3. THE MONTERRA PUD MAPS ARE SUBJECT TO THE APPROVAL AND RECORDATION OF THE NEVADA DEPARTMENT OF CONSUMER AFFAIRS AND THE NEVADA DEPARTMENT OF LAND AND NATURAL RESOURCES.  
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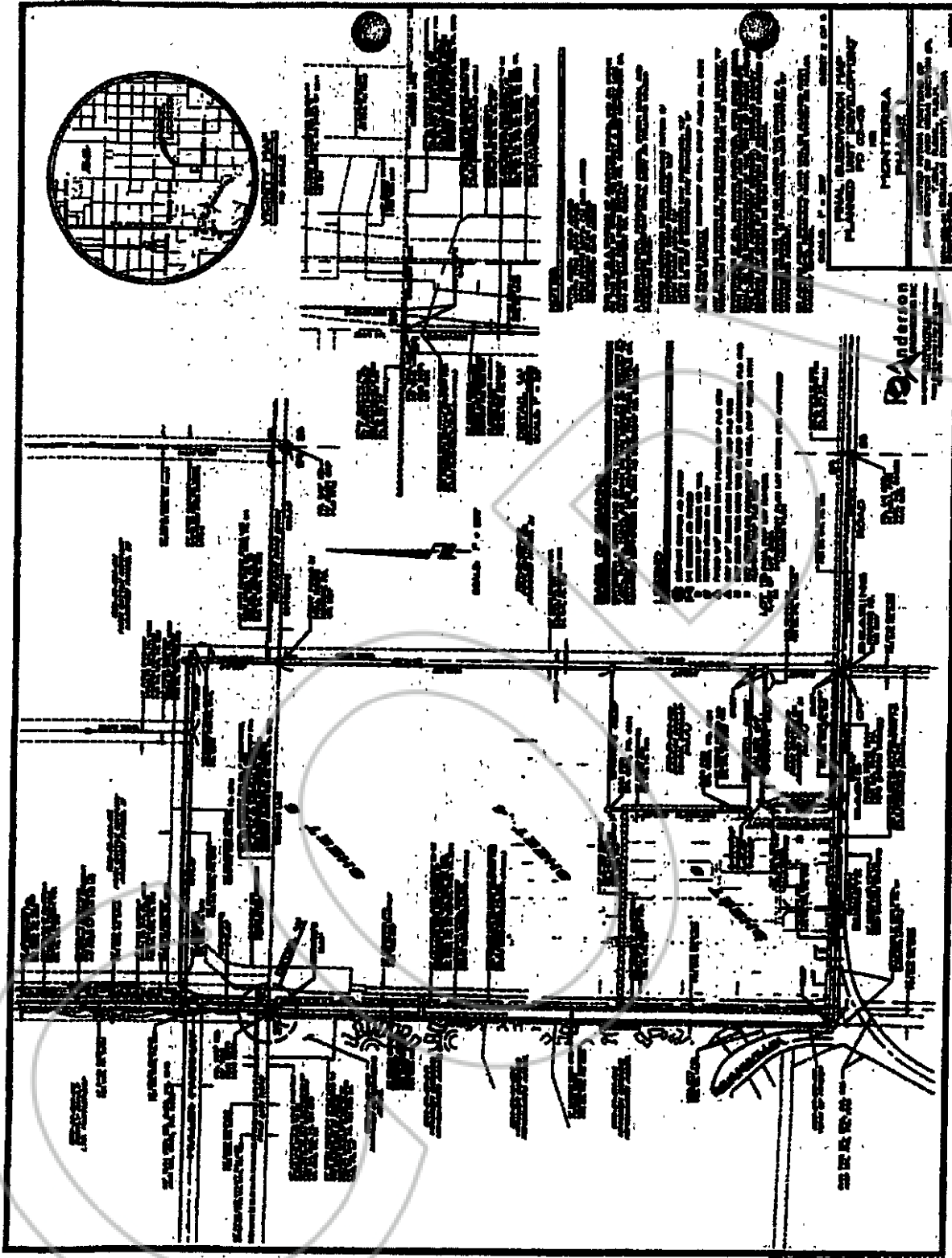
**LEGAL DESCRIPTION:**  
MONTERRA PUD MAPS, PD 02-06, DOUGLAS COUNTY, NEVADA.

**OWNER'S STATEMENT:**  
I, the undersigned, being the owner of the above described property, do hereby certify that the above described property is being offered for sale or lease under the terms and conditions set forth in the attached plat and that the same is being offered for sale or lease under the terms and conditions set forth in the attached plat.

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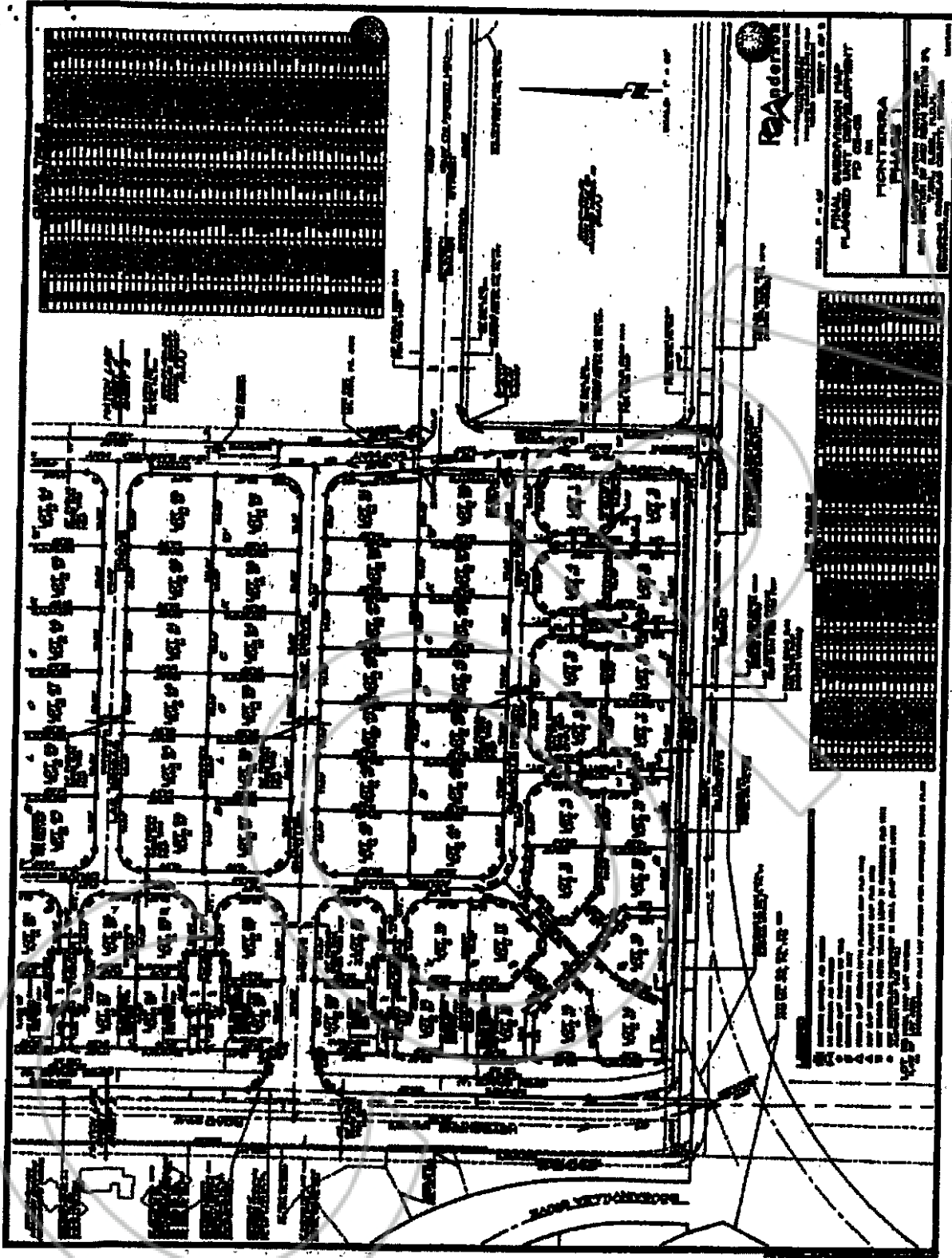
**RE Anderson**  
REGISTERED PROFESSIONAL ENGINEER  
No. 12345  
State of Nevada





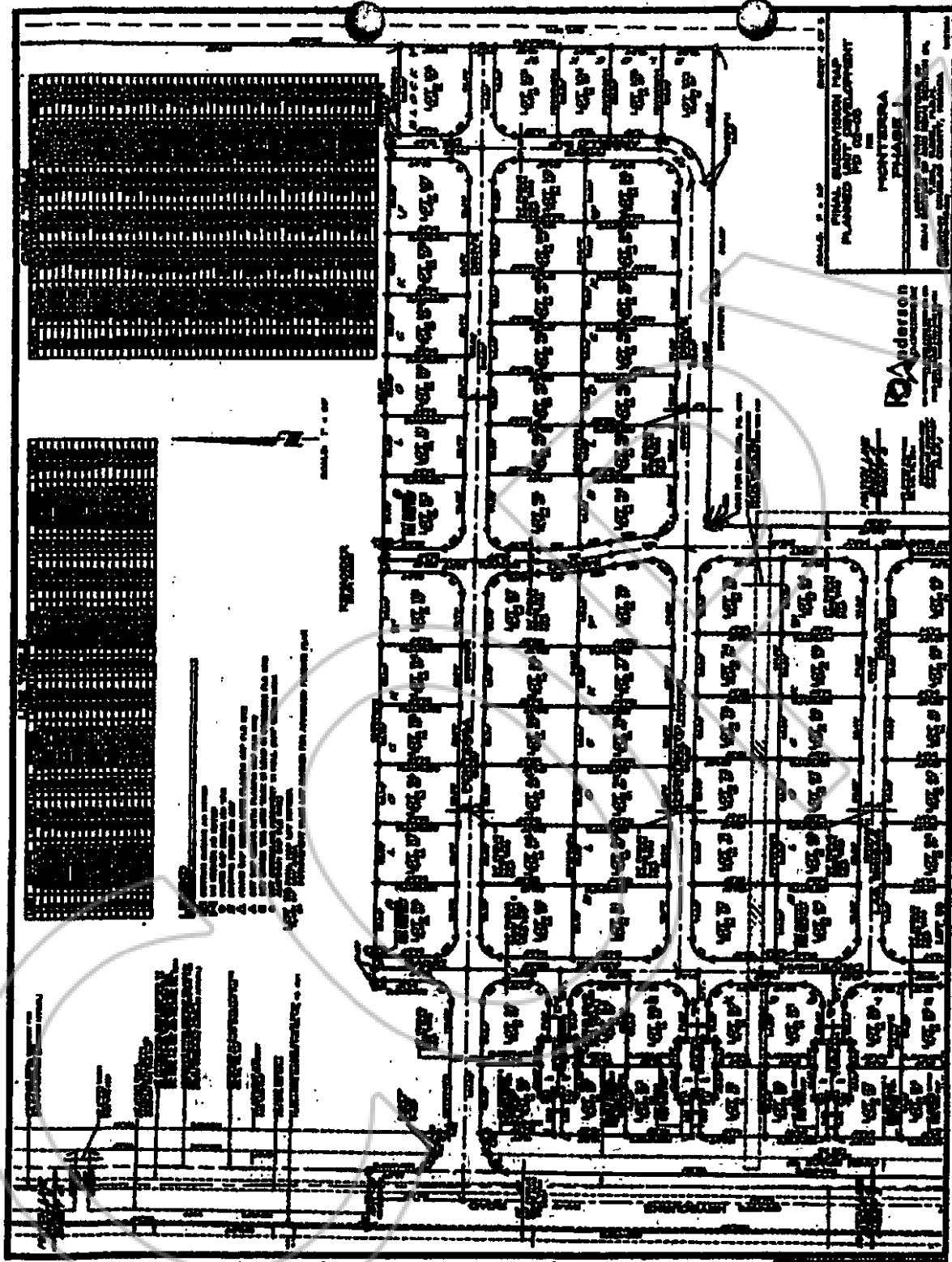
Anderson

PLANNED BY: [illegible]  
 DRAWN BY: [illegible]  
 CHECKED BY: [illegible]  
 DATE: [illegible]



**ReAnders**  
 ARCHITECTS  
 1000 S. G. ST.  
 PUNTA CAMPESINOS PLAZA  
 PHASE I  
 MONTECERRA  
 PHASE I  
 1000 S. G. ST.  
 PUNTA CAMPESINOS PLAZA  
 PHASE I  
 MONTECERRA  
 PHASE I

NOT TO SCALE  
 THIS PLAN IS FOR INFORMATION ONLY  
 AND DOES NOT REPRESENT A CONTRACT  
 OR A COMMITMENT TO ANY PART OF THE  
 PROJECT. THE CLIENT IS ADVISED THAT  
 THE DESIGNER IS NOT RESPONSIBLE FOR  
 THE ACCURACY OF THE INFORMATION  
 PROVIDED IN THIS PLAN.



0846402 SHEET 19 OF 24  
 PLANNED DEVELOPMENT  
 MONTTERRA  
 PHASE I  
 10000 S. 100TH AVENUE, SUITE 100  
 GREENWOOD, ARIZONA 85040

**RO** Anderson  
 PROJECT ARCHITECTS  
 10000 S. 100TH AVENUE, SUITE 100  
 GREENWOOD, ARIZONA 85040

1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.  
 4. ALL ROOFS ARE 12" THICK UNLESS OTHERWISE NOTED.  
 5. ALL FOUNDATIONS ARE 12" THICK UNLESS OTHERWISE NOTED.  
 6. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 7. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 8. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 9. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 10. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.

11. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 12. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 13. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 14. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 15. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 16. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 17. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 18. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 19. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.  
 20. ALL UTILITIES ARE TO BE INSTALLED AS SHOWN.



FINAL SUBDIVISION MAP  
 PLANNED UNIT DEVELOPMENT  
 PD 08-08  
 MONTERA  
 PHASE I  
 (City of Monterey, California)

**Anderson**  
 Surveyors  
 1234 Main Street  
 Monterey, CA 93940  
 (408) 555-1234

**NOTES:**  
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 2. THE DISTANCE BETWEEN CORNERS SHALL BE AS SHOWN ON THIS MAP.  
 3. THE DISTANCE BETWEEN CORNERS SHALL BE AS SHOWN ON THIS MAP.  
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 9. THE DISTANCE BETWEEN CORNERS SHALL BE AS SHOWN ON THIS MAP.  
 10. THE DISTANCE BETWEEN CORNERS SHALL BE AS SHOWN ON THIS MAP.

**STANDARDS FOR**  
**GROUNDS MAINTENANCE**  
**FOR**  
**DOUGLAS COUNTY PARKS AND RECREATION**

**GENERAL**

**A. Site Checks**

Site visits to pick up any loose litter, and check for any vandalism or irrigation problems. Done daily on regular workdays (excludes weekends and holidays) during irrigation season- weekly during non-irrigation season.

**B. Debris Removal**

Litter and trash including excess grass clippings, thatch, leaves, twigs, papers, bottles, cans, etc., will be properly disposed of off-site.

**TURFGRASS**

**A. Mowing**

1. Turf areas will be mowed every seven days or less, May 1 through September 30, and as needed during the rest of the year.
2. Mowing heights are preferred to be in accordance with the species of turf grass as outlined below.

	Bluegrass	Tall Fescue
March – May	approx. ----2"	2"----2-1/2"
June – August	2-1/2" ----3"	2-1/2"----3"
September – October	approx. ----2"	2"----2-1/2"

3. Mowing patterns shall be alternated each week, to avoid creating ruts and compaction.
4. Whenever possible, grass clippings will not be collected, to replenish the soil with nutrients. Mulching mowers are preferred to be used. Such mowing practices recycle precious nutrients back into the soil and help limit waste in landfills, save labor and waste disposal costs. If mulching mowers are not used, all excess clippings will be caught and disposed of off site.

**B. Trimming**

All turf edges bordering sidewalks and curbs will be trimmed weekly. Those bordering shrub and groundcover beds and tree wells will be trimmed every two weeks. Sprinkler head should be cleared to allow for proper distribution of water.

*Exhibit "C"*

**C. Edging**  
All turf edges bordering sidewalks and curbs will be edged monthly. All edging will be squared off vertically and not tapered.

**D. Clean-up**  
After each mowing/trimming operation, all clippings will be blown or swept off all concrete, asphalt or other hard surfaces.

**E. Thatching/Aeration**  
Lawn areas will be thatched on an as needed basis and aerated at least twice a year depending on soil conditions and plant needs. Sprinklers will be identified and clearly marked before beginning either operation. Soil plugs from aeration will remain on the turf but removed from hard surfaces

**F. Fertilization**

**1. Number of Applications**

Grass areas will be fertilized no less than two (2) times a year. Liquid or dry fertilizer may be used; however dry applications during the hot summer months (June through August) are preferred to reduce chance of burning.

**2. Nutrients**

The N-P-K ratio should be closed to 5-2-3 or 3-1-2 for spring and summer applications. Additional nutrients such as iron, sulfur, manganese, magnesium, zinc, etc. should be applied as needed if a deficiency has been identified by soil analysis. Spring and fall applications should include higher amounts of iron and sulfur. Fall applications should also contain higher amounts of phosphorus. Nitrogen sources should be composed of both quick and slow release materials. More slow release nitrogen sources should be used during the hot summer months.

**3. Amounts**

Spring and early fall applications shall have lower amounts of nitrogen (1/2 to 3/4 pound actual nitrogen per 1,000 square feet). Total amount of nitrogen for the entire year should be between 2 to 3 pounds per 1,000 square feet.

**G. Weed Control**

Judicious and prudent use of herbicides will be used for the control of weeds. When necessary, herbicides will be spot sprayed, except for pre-emergent applications. Post-emergent, broadleaf specific herbicides should be applied as needed to only those weeds controlled by such materials. Extreme care shall be exercised while spraying close to ornamental trees and shrubs.

**H. Insect and Disease Control**

Integrated Pest (IPM) or Plant Health Care (PHC) will be practiced to reduce damaging populations of insects and diseases. Insecticides, fungicides, etc. shall be applied to only those areas where an infestation has been identified and only after all other options have been exhausted. Applications shall be made during the most vulnerable stage of the insect or disease lifecycle.

**I. Tree Rings**

A weed and grass free ring, a minimum of eighteen inches out from the trunk of every tree, shall be maintained around all trees located within turf.

**PLANTER BEDS**

**A. Trash, Debris, and Weed Removal**

All trash, debris, and visible weeds, shall be removed from all tree/shrub/flower beds on a weekly basis.

**B. Mulch and Weed Barrier Fabric Replacement or Augmentation**

Any replacement or augmentation of rock or wood chip mulch will be handled on an as needed basis.

**TREES AND SHRUBS**

**A. Pruning**

All trees and shrubs shall be pruned annually, in accordance with International Society of Arboriculture and American Association of Nurserymen standards. Corrective pruning of crossing, dead or diseased branches and suckers or water sprouts will be done more frequently as needed.

**B. Pest Control**

Trees and shrubs will be monitored weekly for disease and/or insect problems and control measures implemented as problems are identified.

**Monterra Landscape Maintenance District  
Operating Budget Summary  
4/11/14**

	2014 Budget	Per Month 12	Per Owner 118
<b>INCOME</b>			
4010 Homeowner Dues	\$ 20,119.00	\$ 1,676.58	\$ 14.21
<b>TOTAL INCOME</b>			
<b>EXPENSES</b>			
<b>Utilities</b>			
5110 Water	\$ 6,300.00	\$ 525.00	\$ 4.45
5130 Electric	240.00	20.00	0.17
Total Utilities	<u>6,540.00</u>	<u>545.00</u>	<u>4.62</u>
<b>Maintenance:</b>			
5500 Repairs & Maint.-Labor	1,000.00	83.33	0.71
5510 Repairs & Maint.-Supplies	500.00	41.67	0.35
5605 Landscaping	8,750.00	729.17	6.18
5610 Plant/Tree Replacement	1,500.00	125.00	1.06
Total Maintenance	<u>11,750.00</u>	<u>979.17</u>	<u>8.30</u>
Subtotal before Contingency	18,290.00	1,524.17	12.92
6999 Contingency (10%)	<u>1,829.00</u>	<u>152.42</u>	<u>1.29</u>
<b>TOTAL EXPENSES</b>	\$ 20,119.00	\$ 1,676.58	\$ 14.21
<b>NET EXCESS/DEFICIENCY OF INCOME OVER EXPENSES</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Douglas County

State of Nevada

**CERTIFIED COPY**

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

16<sup>th</sup> day of July, 2014  
By [Signature] Deputy