
Notice: Per NRS 239B.030, this document does not contain personal information as defined in NRS 603A.040

Summary: *To adopt a development agreement for Gene & Tara Feickert as required by the Warm Springs Specific Plan at WSSP.8.1.*

BILL NO. 1890
ORDINANCE NO. 1700

TITLE:

An Ordinance pursuant to Nevada Revised Statutes 278.0201 through 278.0207 adopting a development agreement as required by the Warm Springs Specific Plan (WSSP) at WSSP.8.1, to utilize the regulatory zone designation specified on the Warm Springs Specific Plan - Land Use Plan for:

Tentative Parcel Map Case Number WTPM22-0012 (Feickert) - Which is a tentative parcel map dividing a 40.43-acre parcel (APN 077-560-05) into four parcels of 10.02 acres, 10.04 acres, 10.07 acres, and 10.30 acres.

In order to develop any property in the WSSP more densely than General Rural (1 dwelling unit/40 acres), the specific plan requires that a development agreement be approved. Among other things, the development agreement adopts development standards for the property in conformance with the Warm Springs Specific Plan Development Standards Handbook Framework, a component of the Washoe County Master Plan, such as standards relating to uses, accessory structures, building requirements, setbacks, heating and fireplaces, architecture, landscaping, fencing, lighting, utilities, and other matters concerning the development of the land. Further, the development agreement provides for the participation of future property owners in any assessment district or general improvement district providing services, facilities and/or maintenance for the specific plan area.

The applicants and property owners are Gene and Tara Feickert. The subject site is approximately 40.43 acres in size and is located at 5870 Whiskey Springs Road. The Assessor's Parcel Number is 077-560-05. The Master Plan Category is Rural Residential (RR), and the Regulatory Zone is Medium Density Rural (MDR).

WHEREAS:

- A. Following a first reading and publication as required by NRS 244.100(1), and after a duly noticed public hearing, this Board of County Commissioners desires to adopt this Ordinance; and
- B. This Board of County Commissioners has determined that this ordinance is being adopted pursuant to requirements set forth in Chapter 278 of NRS and is therefore not a "rule" as defined in NRS 237.060 requiring a business impact statement.

SECTION 1.

The development agreement for Gene & Tara Feickert, attached hereto as Attachment A-1 and inclusive of all attachments is hereby APPROVED by this ordinance. The Feickert's shall ensure that the development agreement is recorded in the Office of the Washoe County Recorder, with all requisite attachments, on or after the effective date of this ordinance. The Chair is authorized to execute and deliver this ordinance for recording in the official records of Washoe County.

SECTION 2. General Terms.

1. All actions, proceedings, matters and things heretofore taken, had and done by the County and its officers not inconsistent with the provisions of this Ordinance are ratified and approved.
2. The Chair of the Board and the officers of the County are authorized to take all action necessary or appropriate to effectuate the provisions of this ordinance. The District Attorney is authorized to make non-substantive edits and corrections to this Ordinance.
3. All ordinances, resolutions, bylaws and orders, or parts thereof, in conflict with the provisions of this ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw or order, or part thereof, heretofore repealed.

4. Each term and provision of this ordinance shall be valid and shall be enforced to the extent permitted by law. If any term or provision of this ordinance or the application thereof shall be deemed by a court of competent jurisdiction to be in violation of law or public policy, then it shall be deemed modified, ipso facto, to bring it within the limits of validity or enforceability, but if it cannot be so modified, then it shall be excised from this ordinance. In any event, the remainder of this ordinance, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected.

Proposed on February (month) 28 (day), 2023.

Proposed by Commissioner Garcia.

Passed March (month) 28 (day), 2023.

Vote:



Commissioners Hill, Clark, Garcia, Herman
Commissioners None
Commissioners None

Janis Galassini
Janis Galassini, County Clerk

Alexis Hill
Alexis Hill, Acting Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 7th day of the month of April of the year 2023.

APN: 077-560-05

The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the personal information of any person or persons (per NRS 239B.030).

WHEN RECORDED RETURN TO:

Gene & Tara Feickert
1209 Mallard Crest Drive
Sparks, NV 89441

DOC # 5374101
04/18/2023 11:45:21 AM
Requested By
LEWIS ROCA
Washoe County Recorder
Kalie M. Work - Recorder
Fee: \$43.00 RPTT: \$0.00
Page 1 of 27

SPACE ABOVE FOR RECORDER'S
USE

ATTACHMENT A-1

DEVELOPMENT AGREEMENT
PURSUANT TO WASHOE COUNTY CODE SECTION 110

THIS AGREEMENT ("Agreement") is made by and between, on the one hand, Gene James Feickert, Jr. and Tara Ruth Feickert, husband and wife, their agents and successors including developers and eventual subdivided/divided parcel owners (collectively the "Landowner"), and, on the other hand, the County of Washoe, a political subdivision of the State of Nevada ("County"). This Agreement is effective on the date of recordation of this Agreement in the Office of the Washoe County Recorder, following its adoption by ordinance by the Washoe County Board of County Commissioners ("Effective Date").

WITNESSETH:

WHEREAS, the County is authorized, pursuant to Nevada Revised Statutes ("NRS") § 278.0201, *et seq.*, and Washoe County Development Code ("Code" or "WCC")

§ 110.814.00, *et seq.*, to enter into binding development agreements with persons having legal or equitable interests in real property for the purpose of establishing and strengthening long-range plans for property development and providing for developer funding of certain public facilities to serve new development;

WHEREAS, Landowner represents that he and she have complete and sole fee title ownership of the subject real property, the legal description of which is set forth on Exhibit "A" attached hereto and shown in the next identified exhibit;

WHEREAS, the Parties desire to enter into this Agreement in accordance with NRS and Code, as applicable, to promote the health, safety, and general welfare of the County's inhabitants; to help provide some public services, uses, and infrastructure, for which Landowner voluntarily offers to pay; to secure to Landowner certain land development safeguards and rights; and to achieve the goals and purposes for which the referenced development agreement laws were enacted;

WHEREAS, it is the Parties' further desire that this Agreement satisfy certain of the infrastructure and development provisions of the County's Warm Springs Specific Plan (particularly, the provisions found in WSSP 8.1.1, 8.1.2(b) and 8.1.2(c)). The Warm Springs Specific Plan governs part of the general Warm Springs area, including the area in which this Property is located; it was approved by the Washoe County Board of Commissioners on September 22, 1992, as amended and including the third printing done May 2, 2019;

NOW, THEREFORE, the Parties agree as follows:

1. GENERAL

1.1 Property. The Landowner is the owner of real property located in Washoe County, Nevada known as Assessor's Parcel Number 077-560-05, consisting of approximately 40 acres in Warm Springs area (the "Property") as more particularly described in Exhibit "A", attached hereto.

1.2 Large Acreage Residential Improvements. There are no improvements currently made to the Property; it is undeveloped land. The Parties agree that the Property shall be divided and improvements constructed strictly for single, large-acreage, residential purposes, namely the division of the 40-acre parcel into four, ten-acre lots (the "Project"). (See plot map, attached hereto as Exhibit "A.") The Project will be constructed and the work of improvements performed in accordance with the Washoe County Master Plan, the Warm Springs Area Plan, the Warm Springs Specific Plan, the Warm Springs Specific Plan Development Standards Handbook Framework (collectively the "Warm Springs Plans"), the Code, and the NRS all in effect on the date of the County's tentative map approval and as reflected in this Agreement, including its attached exhibits. Landowner shall only be permitted to divide the existing 40-acre parcel (APN 077-560-05) to a density allowed by the foregoing Warm Springs Plans, laws, rules, and regulations, as shown on any tentative or final maps. However, Landowner and their successors reserve the option to further divide the Property and its parcels in the future, pursuant to then-existing law, if and when the Warm Springs Plans and the Washoe County Health Department permit it.

1.3 Previous Maps. Landowner has not recorded any tentative or final map for any portion of the project.

2. AGREEMENT CONCERNING DEVELOPMENT OF LAND.

2.1 This Agreement constitutes an agreement concerning the development of land under NRS 278.0201 and Article 814 of the Code. The Landowner is the owner of fee title to the Property, and therefore has a legal interest in the Property. In compliance with NRS 278.0201(1), the following covenants, terms and conditions are set forth:

2.1.1 The land which is subject to this Agreement is Assessor's Parcel Number 077-560-05, consisting of approximately 40 acres, more particularly described in Exhibit "A": Legal Description.

2.1.2 The duration of this Agreement shall be from the date of recording in the Office of the Washoe County Recorder, which should occur on or after the effective date of the ordinance adopting this Agreement, and shall last in perpetuity, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map, or any use permit in existence at the time of expiration of this Agreement.

2.1.3 The permitted uses on the Property and the density or intensity of its use, are as provided in the Warm Springs Plans and the Code. The Property is currently designated "Medium Density Rural," on the Warm Springs Specific Plan Land Use Plan, as depicted in Exhibit "B" hereto. This designation, the Code states:

is intended to preserve areas where agriculture, grazing and/or open space predominate. Single-family, detached residences in this area are generally on five (5)-acre lots and have limited public services and facilities available. Multi-family residences are not appropriate, but single-family homes may be clustered to retain open space and agricultural uses. The maximum number of dwelling units that may be located in this regulatory zone is one (1) unit per five (5) acres. The minimum lot area in this regulatory zone is four (4) acres.

Section 110.106.15(d). Similarly, The Warm Springs Specific Plan permits development of the specific plan area "at an overall density of one dwelling unit per 2.5 acres on individual domestic wells," (WSSP p. 22). The Property complies with this overall density limitation. *See also* Warm Springs Area Plan, p. 16 ("The overall average residential density in the Warm Springs SPA will not exceed one dwelling unit per two and one-half acres.").

2.1.4 The maximum height and size of the proposed buildings will comply with the Warm Springs Plans and the Code.

2.1.5 The provisions for the dedication of any portion of the Property for public uses, if any, will be provided in a forthcoming tentative map pursuant to the Code. There are no environmentally sensitive lands or historic structures on the Property.

2.1.6 Terms and conditions relating to construction and financing of necessary public improvements and facilities, if any, are in accordance with and as provided for in the Warm Springs Plans and the Code and will also be in accordance with any subdivision or parcel map improvement agreements for future, final maps.

2.1.7 The tentative parcel map was presented to and approved by the Washoe County Parcel Map Review Committee on August 11, 2022 (Case No. WTPM22-0012).

2.1.8 Development standards for the Project will be set forth by the Warm Springs Specific Plan (WSSP), as amended, and the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) recorded for the Feickert Parcel Map (see Exhibit “C”), as well as the conditions and requirements of any forthcoming parcel map or subdivision map, any forthcoming action order issued by the Board of County Commissioners, and future, final maps. Any development consideration where the above may be silent shall be directed by the Washoe County Development Code, as amended.

2.2 SADs and GIDs. The Landowner acknowledges and agrees to waive protest in proceedings for any assessment district that provides services, facilities and/or maintenance for the mutual benefit of WSSP area residents and property owners and agrees to cooperate fully therewith.

2.3 Code and Changes to the Law. The Parties agree that changes in federal, state, or county law concerning public health, safety, or welfare will apply to any final map or other permit.

2.4 Public Notice. Any and all public notices required to be given in connection with this Agreement shall be given in accordance with NRS Chapter 278 and Section 110.814.25 of the Code.

2.5 Assumption of Risk. The Landowner acknowledges and agrees that the Landowner is proceeding voluntarily and at its own risk in entering into this Agreement and without advice, promises, or guarantees of any kind from the County, other than as expressly set forth herein. The Landowner waives any claims for damages against the County that might arise out of, or relate to, a subsequent court determination that this Agreement or any provision in it is invalid and/or unenforceable, including any claim based on NRS 278.0233(1) regarding the requirements, limitations, or conditions imposed pursuant to this Agreement.

2.6 Default and Termination of Agreement. This Agreement shall become null and void, in the event of noncompliance with any term or deadline set forth in this Agreement if the breaching party fails to fully cure such noncompliance after reasonable written notice and opportunity to cure, provided that all the terms of this Agreement shall remain binding and enforceable regarding construction or development commenced, and any related permits, on any portion of the Property subject to a tentative map, a recorded final map, or any use permit in existence at the time of termination of this Agreement.

3. MISCELLANEOUS PROVISIONS.

3.1 Time is of the Essence. Time is of the essence of this Agreement.

3.2 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

3.3 Assignment of the Agreement. This Agreement shall be binding upon and inure to the benefit of all future successors in interest of the Property as described in Exhibit "A" (Legal Description), and the successor shall assume the duties and obligations under this Agreement.

3.4 Entire Agreement. This Agreement is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.

3.5 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Nevada. The parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada and venue for any action shall be solely in state district court for Washoe County, Nevada.

3.6 Dates of Week. If any date for performance herein falls on a Saturday, Sunday or holiday, pursuant to the laws of the State, the time for such performance shall be extended to 5:00 p.m. on the next business day.

3.7 Notices. Unless otherwise provided in this Agreement, all notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or sent by overnight courier or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To County: WASHOE COUNTY
Community Services Department, Planning Division
1001 East Ninth Street
Reno, NV 89512

To Owner: Gene James Feickert, Jr. and Tara Ruth Feickert
1209 Mallard Crest Drive
Sparks, NV 89441

3.8 Written Amendments. Except as otherwise provided in NRS 278.0205, this Agreement may be amended from time to time or terminated only upon the mutual written agreement of the Parties and/or their successors in interest.

3.9 Future Cooperation. Each party shall, at the request of the other, at any time, execute and deliver to the requesting party all such further instruments as may be reasonably necessary or appropriate in order to effectuate the purpose and intent of this Agreement.

3.10 Third Party Beneficiary Rights. This Agreement is not intended to create any third-party beneficiary rights in any person not a party hereto.

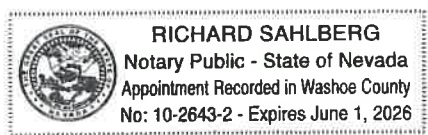
3.11 Interpretation. The parties hereby acknowledge and agree that each has been given the opportunity to review this Agreement with legal counsel independently. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of the Agreement, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist, or against the draftsmen.

3.12 Counterparts. This instrument may be executed in two or more counterparts, which when taken together, shall constitute one and the same instrument. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto, but having attached to it one or more additional pages.

[Signatures appear on following page]

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

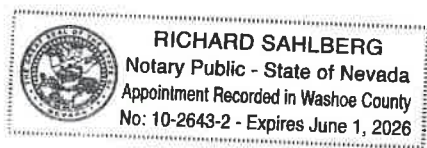
This instrument was acknowledged before me on MARCH 23, 2023,
by Gene James Feickert, Jr.



[Signature]
Notary Public
My Commission Expires: 6-1-2026

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

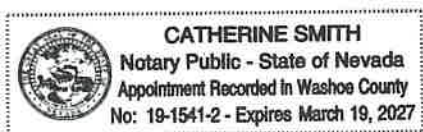
This instrument was acknowledged before me on MARCH 23, 2023,
by Tara Ruth Feickert.



[Signature]
Notary Public
My Commission Expires: 6-1-2026

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

This instrument was acknowledged before me on March 28, 2023,
by Alexis Hill, Acting Chair, Washoe County Commission.



Catherine Smith
Notary Public
My Commission Expires: 3/19/2027

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All that portion of Parcel 3-2-1-4 as shown on the Record of Survey Map No. 1010, filed in the office of the Washoe County Recorder, Washoe County, Nevada, on November 10, 1976 under File No. 434699 and Division of Land Map No. 14, recorded November 10, 1976 under File No. 434701, more particularly described as follows:

A portion of Section 3, Township 22 North, Range 21 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Commencing at the Northwest comer of Section 3;

thence South $01^{\circ}16'23''$ West, 2,625.44 feet; thence South $88^{\circ}42'24''$ East, 1,825.16 feet to the TRUE POINT OF BEGINNING; thence South $88^{\circ}42'24''$ East, 813.40 feet; thence South $01^{\circ}03'12''$ West, 1,327.56 feet; thence North $88^{\circ}43'10''$ West, 1,681.16 feet to the centerline intersection of Whiskey Springs Road Easement, 66.00 feet in width as shown on the Record of Survey Map File No. 434699 of Official Records of Washoe County; thence along said centerline North $44^{\circ}31'11''$ West, 135.63 feet; thence departing from said centerline North $39^{\circ}10'22''$ East, 1,562.63 feet to the TRUE POINT OF BEGINNING.

The above legal description was taken from prior Document No. 5251249.
Assessor's Parcel No.: 077-560-05

Exhibit A

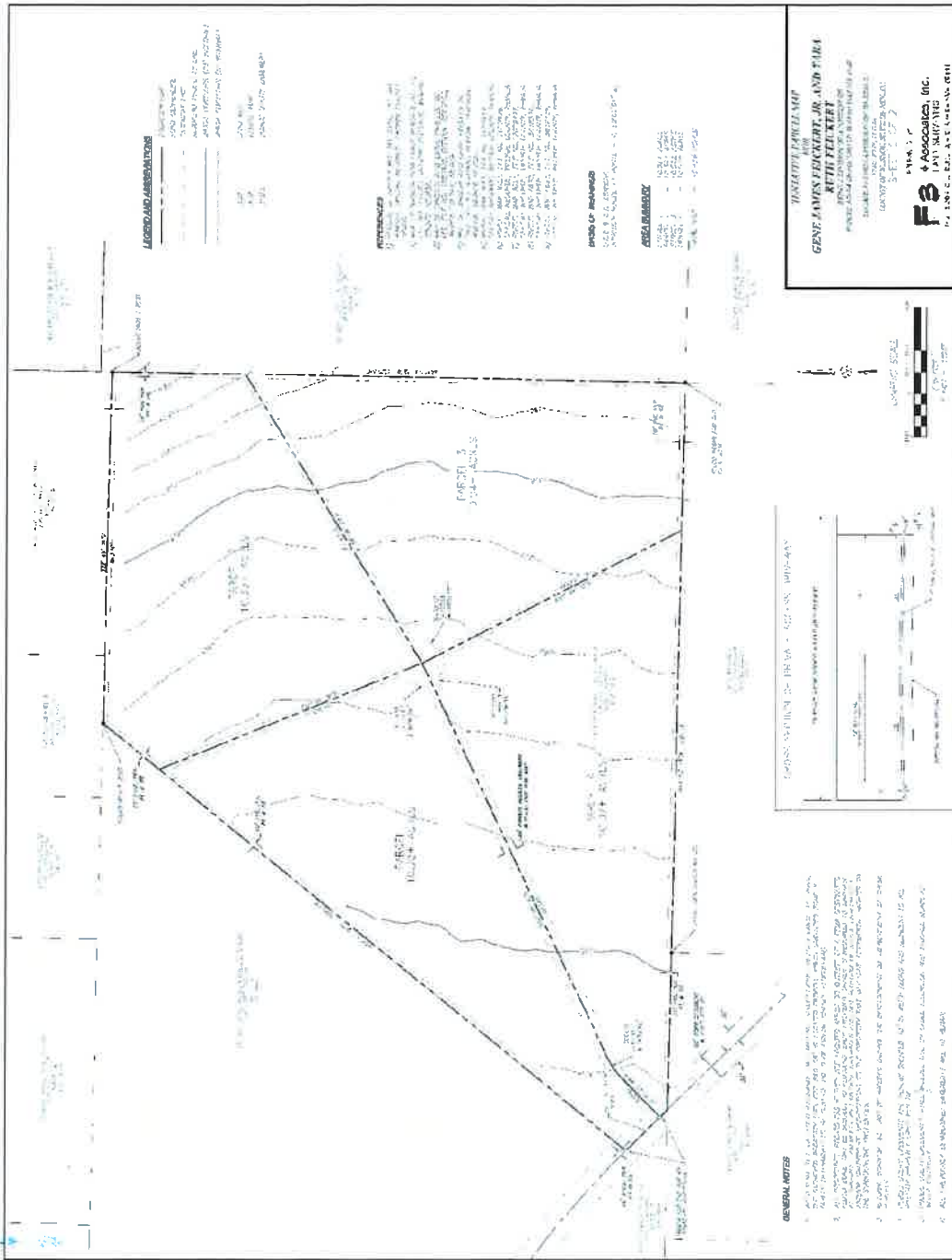
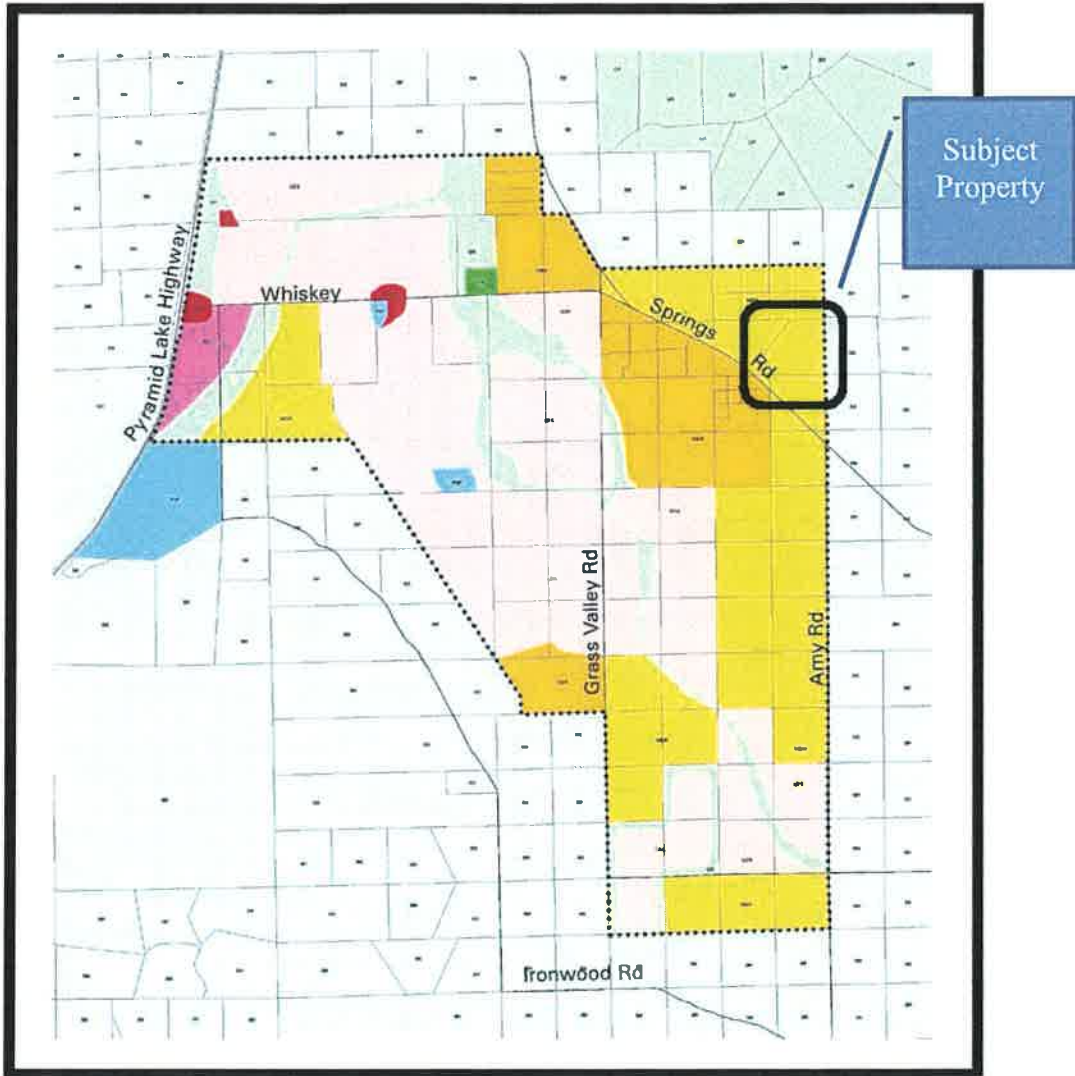


EXHIBIT "B"



WARM SPRINGS SPECIFIC PLAN LAND USE PLAN

<ul style="list-style-type: none"> LOW DENSITY RURAL MEDIUM DENSITY RURAL HIGH DENSITY RURAL LOW DENSITY SUBURBAN MEDIUM DENSITY SUBURBAN HIGH DENSITY SUBURBAN 	<ul style="list-style-type: none"> LOW DENSITY URBAN MEDIUM DENSITY URBAN HIGH DENSITY URBAN GENERAL COMMERCIAL NEIGHBORHOOD COMMERCIAL / OFFICE TOURIST COMMERCIAL 	<ul style="list-style-type: none"> INDUSTRIAL PUBLIC AND SEMI-PUBLIC FACILITIES PARKS AND RECREATION OPEN SPACE RURAL RESIDENTIAL / GENERAL RURAL SPECIFIC PLAN
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SOURCE: DEPARTMENT OF COMMUNITY DEVELOPMENT
© 1995 WASHOE COUNTY, NEVADA

DATE: JULY 1995

NOTE: THIS MAP IS COMPREHENSIVE OF ALL INFORMATION SUBMITTED AND AVAILABLE ON 7/15/95 AND DOES NOT INCLUDE ALL SUBSEQUENT CHANGES. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE DATA AND RECORDS BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 22, 1995.

0 1000 2000
SCALE IN FEET

**Department of
Community
Development**
**WASHOE COUNTY
NEVADA**
POST OFFICE BOX 11130
RENO, NEVADA 89520
(775) 233-2888

EXHIBIT "C"

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

[to be attached upon recordation of the CC&Rs]

APN: 077-560-05

WHEN RECORDED, Mail to:

Gene + Tara Feickert

1209 Mallard Crest Dr.

Sparks, NV 89441

DOC # 5374100

04/18/2023 11:38:38 AM

Requested By

LEWIS ROCA

Washoe County Recorder

Kalie M. Work - Recorder

Fee: \$43.00 RPTT: \$0.00

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made as of the 18th day of April, 2023 by Gene James Feickert Jr. and Tara Ruth Feickert (collectively, the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the County of Washoe, Nevada, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property").

WHEREAS, Declarant intends to develop and subdivide the Property into four, ten-acre lots.

WHEREAS, Declarant desires to impose upon said lots mutual and beneficial covenants, conditions and restrictions under a plan of improvement for the benefit of all owners and future owners hereof.

NOW THEREFORE, the Declarant hereby declares that said four lots as described above shall be held, sold and conveyed subject to this Declaration of Covenants, Conditions and Restrictions, which are imposed pursuant to a common plan and are intended to create equitable servitudes designed to preserve the quality of said land for the benefit of the various owners thereof, their heirs, successors in interest and assigns.

RESTRICTIVE PROVISIONS:

1. Use and Improvements

All uses allowed under the Washoe County Development Code, Warm Springs Area Plan and Warm Springs Specific Plan, as amended for the subject zoning designation(s) shall be allowed. Any uses that would require subjective review under any of the identified controlling documents shall be required to obtain such approvals prior to submitting an application for building permit and construction.

2. Temporary Dwellings, Outbuildings and Accessory Structures

No trailers, except temporary contractors' trailers used in connection with construction and not provided for dwelling accommodations, tents, garage, or other outbuildings shall be used as a temporary or permanent residence. Any temporary dwelling, outbuilding or accessory structure shall conform to the allowances and requirements of the Washoe County Code.

3. Building Setback Requirements

Building setbacks shall be provided to meet the underlying zoning designation(s) on which the building or structure is to be located per the Washoe County Development Code, as amended.

4. Site Plan

The site plan for the Property, as more particularly depicted in Exhibit “B” attached hereto (the “Site Plan”), shall conform to the minimum development standards of the Warm Springs Specific Plan Development Standards Handbook Framework.

5. Heating and Fireplaces

The use of efficient, low emissions heating systems shall be encouraged for residences and shall be standard conventional electric or propane gas systems distributing heat through ducts within the home. Applicants who prefer stoves as the major heat source in the home will be encouraged to use pellet stoves. Approved pellet stoves will be accepted as a major heat source within the residence. Woodburning stoves and fireplace inserts are prohibited as a major heat source. Applicants with standard conventional electric or propane heating systems designed for use as the major heat source within the residence will be allowed the installation of one wood stove as a secondary backup heat system, provided the wood stove meets the new County clean-burning, low-pollution standards. Open fireplaces are prohibited except for gas burning fireplaces which have false logs and are used purely for aesthetic purposes and are not considered a heat source within the residence.

6. Architecture

All residential buildings must incorporate a “western ranch” or “similarly” themed architectural design in a manner that is complimentary and compatible with the plan area and its surroundings, more particularly depicted in Exhibit “C” attached hereto (the “Elevation & Architectural Style Concept”). “Similarly” themed housing styles may be used as long as they conform to the other architectural guidelines contained herein. No mobile homes are allowed except for construction purposes. Manufactured and modular housing shall be allowed on a foundation. To enhance the development and maintain its rural character, buildings and structures shall adhere to the following guidelines:

- a. Exterior Walls and Trim. Wood, brick, stucco, or stone material finishes are required for all exterior walls. Siding must run one consistent direction on all exterior walls. Exterior colors must be earth tone and harmonize with the surrounding landscape. No true primary or secondary colors are allowed, nor any gloss or semi-gloss finishes. All reflective metal such as chimney stacks, flashings, exhaust vents and pipes, must be painted to match or blend with surrounding materials. All draperies and window coverings should also be of materials and colors which harmonize with the surroundings. Aluminum windows, door frames, solar panels, and skylights must be bronzed or anodized. Steel windows and door frames must be painted to match or blend with surrounding materials.
- b. Animals. Livestock and animals kept on the parcels shall be in conformance with the number and type allowed by Washoe County Code.
- c. Roofs. Roofs must be constructed of fire-retardant materials. The use of the standard wooden shakes or shingles will be prohibited. Roofing materials shall be restricted to tile, asphalt, fiberglass, fire-retardant treated shakes, or any new fire-retardant roofing

materials in use which have pleasing aesthetic values. Roofing materials shall be of a color that harmonizes with the surrounding area and color scheme of the structure. Flat roofs will be discouraged.

- d. Mailboxes. Architectural structures of natural materials and natural colors shall be provided for grouped neighborhood mailboxes. If mailboxes are not grouped neighborhood, then mailboxes acceptable to USPS standards are allowed.
- e. Garbage and Refuse Disposal. There shall be no burning of trash, garbage or other like household refuse, nor shall any property owner accumulate on their lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.
- f. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks and receptacles for ashes, trash, rubbish, or garbage shall be so placed and screened from any street, lot, parcel, or open space area in the Warm Springs SPA except at the times when refuse collections are made.
- g. Travel Trailers, Motor Homes and Boat Storage. Storage of travel trailers, motor homes (R.V.), or boats and trailers shall meet any requirements of the Washoe County Development Code, as amended.
- h. Nuisances. No noxious or offensive activities, odors or nuisances shall be permitted on any lot or parcel in the development. No refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, or construction materials not for immediate use shall be permitted on any lot or portion thereof. It is incumbent upon all property owners to maintain their lots and yards in a neat, orderly, and well-groomed manner, whether said lots are vacant or improved.
- i. Completion of Construction. Construction of any improvement once commenced shall be pursued diligently to completion. Improvements not so completed or upon which construction has ceased for 90 consecutive days, or which have been partially or totally destroyed and not rebuilt within a reasonable period, shall be deemed nuisances.
- j. Garage. Every single-family dwelling unit shall have on the same lot or parcel enough covered and completely enclosed automobile storage space for at least two automobiles. On one-acre or large lots, garage doors shall be encouraged to face side yards away from streets.

7. Landscaping

Landscape design should fit the particular use and blend with the natural environment. The lot concept limits the area in which a homeowner may provide landscaping. The plant material shall be selected from a predetermined list contained in Washoe County Code. The plant selection includes only drought tolerant and low water demand material. These factors contribute to a decreased average annual residential demand that is mandatory for implementation of this plan.

Within nine months of completion of the main dwelling unit of a lot, a landscape plan shall be filed on each lot or parcel which shall be landscaped consistent with the landscape design guidelines and water budget incorporated in this plan.

- a. Irrigation Plan. All landscaped areas shall be irrigated with permanent automatic irrigation systems. Drip irrigation should be utilized where practical. All irrigation systems will be placed underground.

8. Fencing

Open or ranch style fencing shall be allowed around pasture and open areas of each lot where appropriate and necessary. Solid privacy fencing (if desired) shall be located near the building envelope to create a private usable yard area associated with the primary residence.

Solid privacy fencing, if incorporated, shall be constructed of wood, vinyl, metal or masonry material and not exceed six feet in height.

Open or ranch style fencing shall not be constructed of chain link or barbed wire within the development except for backyard pet enclosures, if desired. Any open fencing treatments shall be constructed of wood, vinyl, metal (wire mesh fencing, tubular steel, wrought iron or similar) or other appropriate material that is allowed by the Washoe County Code excluding the prohibited materials, above.

If the property is allowed larger domesticated animals such as horses, the appropriate fencing style at an appropriate height to contain the animals is allowed.

9. Public Street and Monument Signs

On public streets the style of signage will be unique to the Specific Plan Area. It will be uniform in style throughout the area. Subdivision entry signage shall be limited to monument signs of native materials in conformance with design guidelines set forth in the Commercial Section of the Warm Springs Specific Plan.

10. Exterior Lighting

The functional objectives in providing exterior area lighting are to illuminate areas necessary for safe and comfortable use. In certain situations, area lighting can add to the aesthetic appeal of a site by highlighting architectural features of a building or illuminating pathways and landscape plantings. In these instances, only the special features of a building or landscape should be illuminated. It should be noted that the standards and guidelines contained in this section address area lighting on individual property, and not overhead street lighting along public and private rights-of-way.

On public streets, lighting shall be directed downward with no splay of lighting directed outward.

- a. Standards.
 - i. Exterior lights shall not blink, flash or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited.
 - ii. Exterior lighting shall not be attached to trees except for the Christmas season.
 - iii. Driveway, walkway, and building lights shall be directed downward.

- iv. Fixture mounting height shall be appropriate to the purpose.
- v. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited.
- vi. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

b. Guidelines.

- i. Lighting Design. Exterior lighting should be designed as an integral part of the architecture and landscape and located in a manner that minimizes the impact of lighting upon adjacent structures and properties.
- ii. Lighting Levels. Avoid consistent overall lighting and overly bright lighting. The location of lighting should respond to the anticipated use and should not exceed the amount of light actually required by users. Lighting for pedestrian movement should illuminate entrances, changes in grade, path intersections, and other areas along paths which, if left unlit would cause the user to feel insecure. Lighting suppliers and manufacturers have lighting design handbooks which can be consulted to determine fixture types, illumination needs and light standard heights.
- iii. Fixture Design. Exterior lighting fixtures should be simple in design and should be well-integrated with other architectural site features.
- iv. Structural Lighting. Night lighting of building exteriors should be done in a selective fashion, highlight special recognizable features, keynote repeated features, or use the play of light and shadow to articulate the façade. The purpose of illuminating the building should be to add visual interest and support the identification. Harsh overall lighting of a façade tends to flatten features and diminish visual interest.
- v. Lighting Height. As a rule, the light source should be kept as low to the ground as possible while ensuring safe and functional levels of illumination. Area lighting should be directed downward with no splay of lighting directed offsite. The height of light fixtures or standards must meet the County standards. Direct light downward in order to avoid sky lighting. Any light source over 10 feet high should incorporate a cut-out shield to prevent the light source from being directly visible from areas offsite. The height of luminaries should be in scale with the setting and generally should not exceed 10-12 feet.

11. Utilities

All utilities shall be underground on lots less than one acre. Undergrounding shall be encouraged for lots from one to two and a half acres and overhead on lots larger than two and a half acres. All individual services to each unit for all lot sizes shall be undergrounded from the neighborhood service line.

12. No Prohibition Against Used Structures

Reuse of an existing structure that is transported to a legal lot (unless the building is historic in nature) and is designed to be installed in accordance with existing Washoe County building standards is allowed.

13. Ditches and Swales

Each owner shall keep drainage ditches and swales located on his lot free and unobstructed and in good repair and shall provide for the installation of such culverts upon his lot as may reasonably be required for proper drainage.

14. Resubdivision or Joinder of Lots

No lot shall be further subdivided unless permitted by the Warm Springs SPA and applicable regulatory zoning category.

15. Drilling and Mining

No drilling, refining, quarrying, or mining operation of any kind shall be permitted on any lot.

16. Utility Road Maintenance

Each of the four parcels are required to pay one-fourth (1/4) of all maintenance costs for the Property's private utility road.

17. Design Standards Handbook

These covenants, conditions and restrictions shall function as the design standards handbook for this Property.

18. Failure to Enforce

The various restrictive measures and provision of this declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision and failure by Declarant or any other person or persons entitled so to do shall not serve to create any liability or responsibility to Declarant for its alleged failure to act. Failure to enforce any measure or provision upon violation thereof shall not stop nor prevent enforcement thereafter or be deemed a waiver of the right so to do.

19. Severability

The various measures and provisions of this declaration are declared to be severable, and the invalidity of one measure or provision shall not affect any other measure or provision.

20. Subordination to Mortgages and Deeds of Trust

Nothing contained in this declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any property is subject to this declaration obtained through the sale or satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the restrictions and provisions hereof.

21. Enforcement and Remedy

Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or contract of sale or agreement of purchase accepts the same subject to all covenants, restrictions and agreements set forth in this declaration and agrees to be bound by the same.

Damages for any breach of the terms, restrictions and provisions of this declaration are hereby declared not to be adequate compensation, but such breach and/or the continuation thereof may be enjoined or abated by appropriate proceedings by the Declarant, or by an owner or owners of any other lot or lots in said subdivision. Court costs and attorney fees shall be awarded to the prevailing parties of any legal action as deemed appropriate and awarded by the court.

22. Terms of Restrictions

These covenants, restrictions, and agreements shall run with the land and shall continue in full force and effect until all lots within the Feickert Parcel Map are developed at which time the same shall be automatically extended for successive periods of five years unless by a duly executed and recorded statement of then owners of two-thirds (2/3) or more of the lots in said subdivision elect to terminate or amend these restrictions in whole or in part. Said declarations of restrictions can be amended or modified at any time when two-thirds (2/3) of the owners elect to do so, provided; however, that said amendment or modification is in compliance with the provisions of the Washoe County Code.

23. Disclosures

If any conflict with the Warm Springs Specific Plan Development Standards Handbook Framework, as included in the WSSP is found within these CC&R's, the Warm Springs Specific Plan Development Standards Handbook Framework shall be the controlling document. If there are questions or omissions in these CC&R's, refer to the Warm Springs Specific Plan Development Standards Handbook Framework for guidance.

All covenants, conditions and restrictions herein contained which are required by the County of Washoe may also be enforced by the County of Washoe.

Gene James Feickert, Jr. and Tara Ruth Feickert,
husband and wife as community property
with right of survivorship

By: 
Gene James Feickert, Jr.

By: 
Tara Ruth Feickert

STATE OF NEVADA)
) ss.
County of Washoe)

The foregoing instrument was acknowledged before me this 18 day of April, ~~2021~~²⁰²³ by Gene James Feickert, Jr. and Tara Ruth Feickert, as owners of real property located in Washoe County, Nevada known as Assessor's Parcel Number 077-560-05

Richard Sahlberg

Notary Public

My Commission Expires: 6-1-2026



EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All that portion of Parcel 3-2-1-4 as shown on the Record of Survey Map No. 1010, filed in the office of the Washoe County Recorder, Washoe County, Nevada, on November 10, 1976 under File No. 434699 and Division of Land Map No. 14, recorded November 10, 1976 under File No. 434701, more particularly described as follows:

A portion of Section 3, Township 22 North, Range 21 East, Mount Diablo Base and Meridian in the County of Washoe, State of Nevada, being more particularly described as follows:

Commencing at the Northwest corner of Section 3;

thence South $01^{\circ}16'23''$ West, 2,625.44 feet; thence South $88^{\circ}42'24''$ East, 1,825.16 feet to the TRUE POINT OF BEGINNING; thence South $88^{\circ}42'24''$ East, 813.40 feet; thence South $01^{\circ}03'12''$ West, 1,327.56 feet; thence North $88^{\circ}43'10''$ West, 1,681.16 feet to the centerline intersection of Whiskey Springs Road Easement, 66.00 feet in width as shown on the Record of Survey Map File No. 434699 of Official Records of Washoe County; thence along said centerline North $44^{\circ}31'11''$ West, 135.63 feet; thence departing from said centerline North $39^{\circ}10'22''$ East, 1,562.63 feet to the TRUE POINT OF BEGINNING.

The above legal description was taken from prior Document No. 5251249.
Assessor's Parcel No.: 077-560-05

EXHIBIT "B"
SITE PLAN

<p>DIRECTOR OF PLANNING AND BUILDING CERTIFICATE</p> <p>AND CERTIFICATE OF TITLE AND PLANNING PERMIT</p> <p>DISTRICT BOARD OF HEALTH CERTIFICATE</p> <p>TAX CERTIFICATE</p> <p>WATER AND SEWER RESOURCE CERTIFICATE</p> <p>UTILITY COMPANY'S CERTIFICATE</p> <p>MOONNY MAP</p> <p>OWNERS CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p>	<p>UTILITY COMPANY'S CERTIFICATE</p> <p>MOONNY MAP</p> <p>OWNERS CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p>	<p>COUNTY SUPERVISOR'S CERTIFICATE</p> <p>OWNERS CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p>
<p>UTILITY COMPANY'S CERTIFICATE</p> <p>MOONNY MAP</p> <p>OWNERS CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p>	<p>UTILITY COMPANY'S CERTIFICATE</p> <p>MOONNY MAP</p> <p>OWNERS CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p>	<p>COUNTY SUPERVISOR'S CERTIFICATE</p> <p>OWNERS CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p> <p>NOTARY PUBLIC CERTIFICATE</p>

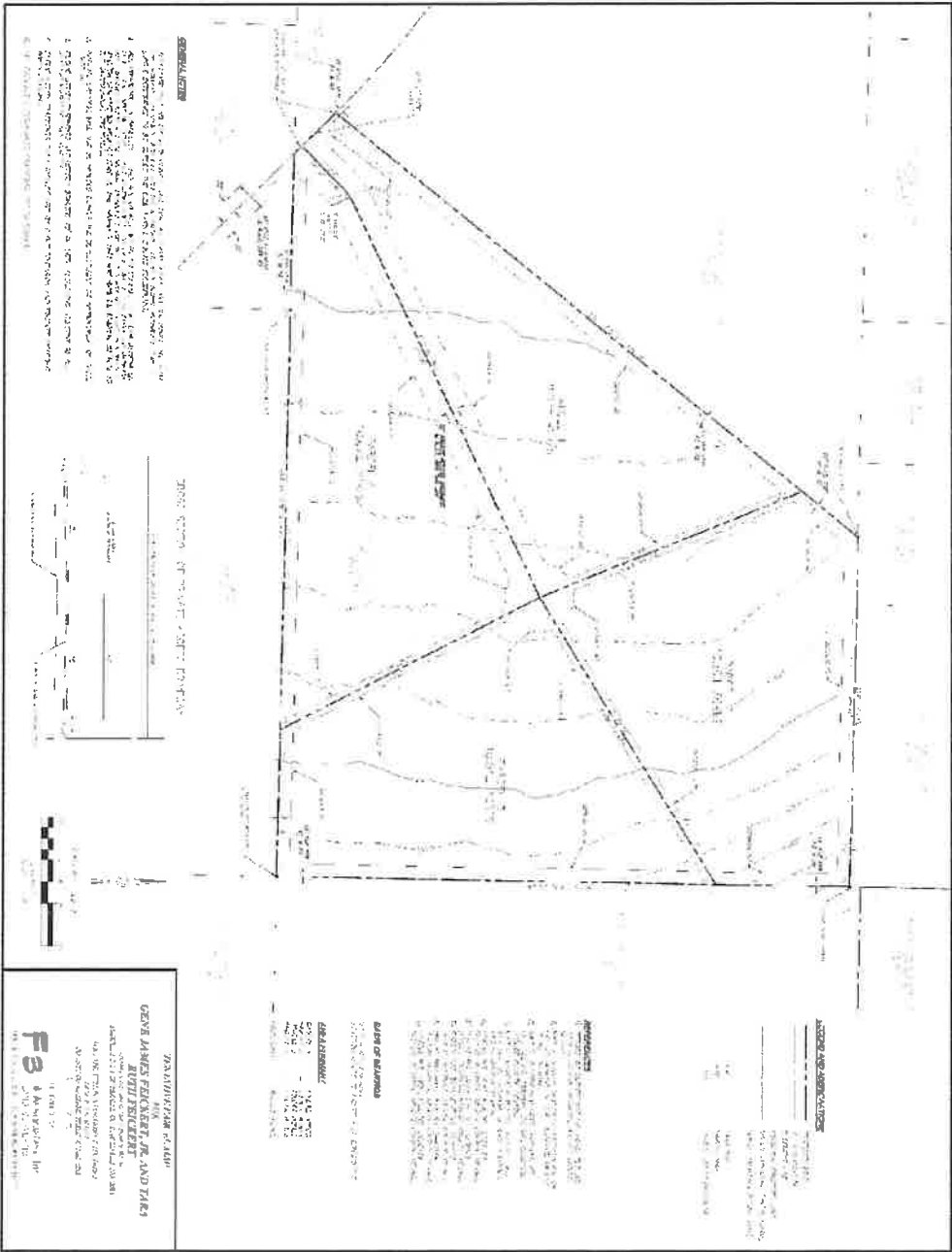


EXHIBIT "C"

ELEVATION & ARCHITECTURAL STYLE CONCEPT

Figure 8a
Conceptual "Western Ranch" Theme Home
(Conceptual only for home owner review)

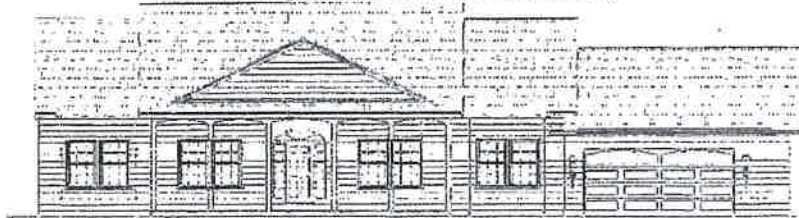
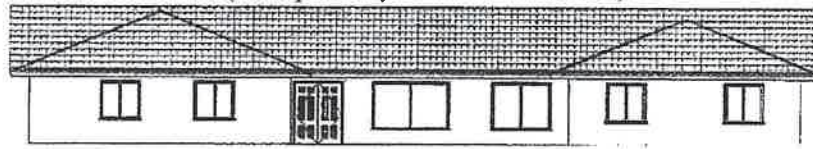


Figure 8b
Conceptual "Western Ranch" Theme Home
(Conceptual only for home owner review)





WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally based on the undersigned's representation that: (1) a suitable copy will be submitted at a later date; or (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.

Aubrey K. Powell
Signature

4/18/23
Date

Aubrey K. Powell
Printed Name



WASHOE COUNTY RECORDER

OFFICE OF THE RECORDER
KALIE M. WORK, RECORDER

1001 E. NINTH STREET
RENO, NV 89512
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Signature

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Aubrey K. Powell
Printed Name