Washoe County Development Application

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

Project Information	S	Staff Assigned Case No.:		
Project Name:				
Project Description:				
Project Address:				
Project Area (acres or square feet):				
Project Location (with point of re	eference to major cross	s streets AND area locator):		
Assessor's Parcel No.(s):	Parcel Acreage:	Assessor's Parcel No.(s):	Parcel Acreage:	
Section(s)/Township/Range:				
	oe County approval	s associated with this applica	tion:	
Case No.(s).				
Applicant Inf	ormation (attach	additional sheets if necess	sary)	
Property Owner:		Professional Consultant:		
Name:		Name:		
Address:		Address:		
	Zip: 89451	Incline Village	Zip: 89451	
Phone: 775-737-3316	Fax:	Phone: 775-831-8001	Fax:	
Email:		Email:		
Cell:	Other:	Cell:	Other:	
Contact Person:		Contact Person:		
Applicant/Developer:		Other Persons to be Contacted:		
Name:		Name:		
Address:		Address:		
	Zip:		Zip:	
Phone: 775-831-8001	Fax:	Phone:	Fax:	
Email:		Email:		
Cell:	Other:	Cell:	Other:	
Contact Person:		Contact Person:		
	For Office	e Use Only		
Date Received:	Initial:	Planning Area:		
County Commission District:		Master Plan Designation(s):		
CAB(s):		Regulatory Zoning(s):		

Administrative Review Permit Application

Supplemental Information
(All required information may be separately attached)

1.	Describe the type of development that is proposed (e.g. accessory dwelling unit, accessory structure, etc.)
2.	If this proposed administrative review permit application is for an accessory dwelling or structure, what is the square footage of the proposed building? If the building is a manufactured or modular home, also list the age and size of the unit.
3.	How are you planning to integrate the proposed building to provide architectural compatibility with the subject property and neighborhood?
5.	How many off-street parking spaces are available? Parking spaces must be shown on site plan. Will any new roadway, driveway, or access improvements be required?
6.	What will you do to minimize any potential negative impacts (e.g. increased lighting, removal of existing vegetation, etc.) your project may have on adjacent properties?
7.	If your project falls under WCC 110.220.60 Sitting on Corner and Sloped Lots, address how the project meets the requirements of WCC 110.220.60(a)(1-6).
8.	Is the proposed building intended to be used for a business or as a short term rental (STR)? If so, have you obtained a business license or STR permit?
	nave you obtained a business illerise of OTIX permit:

9.		e subjec nmittee?	et pro	perty p	art of an	active Home Owners A	Association (HOA) or Architectural Contro
		Yes		No	If yes, pl	ease list the HOA name	e.
10.			-			s, recorded conditions ing on your property?	, or deed restrictions (CC&Rs) that ma
		Yes		No	If yes, pl	ease attach a copy.	
11.	gues		nent,	mother	-in-law uni		etached, is allowed per parcel. Is there at the thickness of the title of secondar
		Yes		No	If yes, pl	ease provide information	n on the secondary unit.
12.	List	who the	servi	ce provi	ders are fo	or the main dwelling and	d accessory dwelling:
						Main Dwelling	Accessory Dwelling
	Sewer Service						
	Electrical Service						
	Solid Waste Disposal Service			ervice			
	Water Service						
							•

ALPINE HANES AT THE WAS

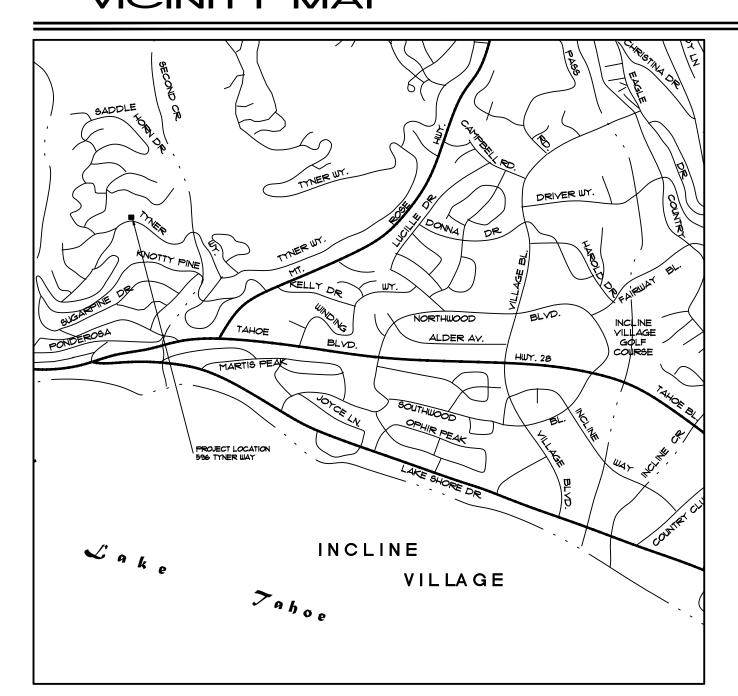
596 TYNER WAY | INCLINE VILLAGE | WASHOE COUNTY | NEVADA | APN: 125-511-10 |

CUSTOM RESIDENCE FOR WHISPER HOMES, LLC



VICINITY MAP

PROJECT SUMMARY



DESIGN CRITERIA:

CLASS: SINGLE FAMILY RESIDENCE (R3)
THREE STORY WOOD FRAMED BUILDING W/ ATTACHED 3 CAR GARAGE
WUI RATED IRI

PROJECT DESCRIPTION:

PROJECT PROPOSES TO DEMOLISH EXISTING RESIDENCE AND CONSTRUCT NEW SINGLE FAMILY DWELLING CONSISTING OF 4 BEDROOMS AND 4 AND $\frac{1}{2}$ BATHROOMS WITH ATTACHED 3 CAR GARAGE. PROJECT INCLUDES THE CONSTRUCTION OF 3 DECKS AND 2 PATIOS.

(N)SQUARE	FOOTAGE

LOWER LEVEL MID LEVEL UPPER LEVEL GARAGE & MECH.	411 SF 1901 SF 1562 SF 849 SF
TOTAL	4,723 S F
DECKS/PATIOS UNCOVERED DECKS/PATIOS COVERED	541 SF 591 SF
TOTAL	1,132 SF

G

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785 SOUTHWOOD BLVD SUITE 3 P.O. BOX 6987 INCLINE VILLAGE, NV 89451 VOICE.(775-831-8001)

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NOTES:

THIS PROJECT IS DESIGNED UNDER THE 2018 EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) OF THE INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS AND THE 2018 IFC ALONG WITH THE 2018 WILDLAND URBAN INTERFACE CODE (IUWIC) WITH AMENDMENTS IN NLTFPD RESOLUTIONS 18-1 AND 18-2.

CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS SHOWN ON THESE DRAWINGS WITH THOSE AT THE SITE. ANY VARIATION WHICH REQUIRES PHYSICAL CHANGE SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.

THESE DRAWINGS REMAIN THE PROPERTY OF GILANFARR + ASSOCIATES,
ARCHITECTURE, A PROFESSIONAL CORPORATION. COPIES OF THESE DRAWINGS
RETAINED BY THE CLIENT MAY BE UTILIZED ONLY FOR USE ON THE PARCEL FOR
WHICH THEY WERE PREPARED AND ARE NOT FOR THE CONSTRUCTION OF ANY OTHER
PROJECT.

SHEET INDEX

TI TITLE SHEET

CI.e EXISTING SITE PLAN

CI.Ø PROPOSED SITE PLAN

PROPOSED SITE PLAN

PROPOSED BMP & GRADING PLAN

LOWER LEVEL FLOOR PLAN

JUNE 21 2024

MID LEVEL FLOOR PLAN
UPPER LEVEL FLOOR PLAN
NEW ELEVATIONS

NEW ELEYATIONS

STRUCTURAL ENGINEER:

STRUCTURED ENGINEERING, LLC.

JEFF HARREL, P.E., PRINCIPAL

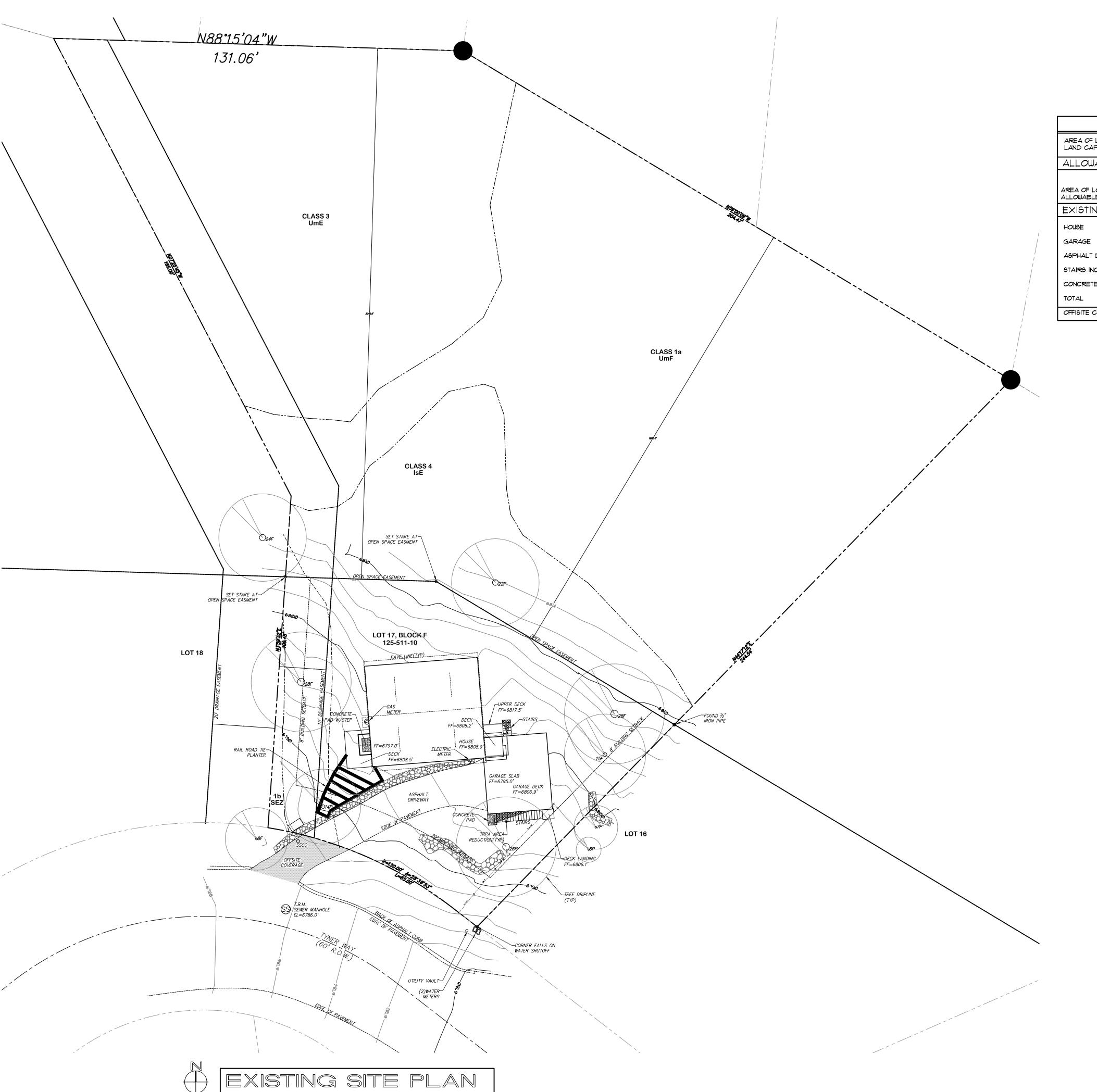
972 JENNIFER STREET

INCLINE VILLAGE, NEVADA

OWNER:

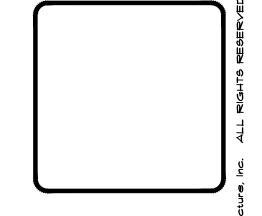
775-813-4915

WHISPER HOMES, LLC TIØ MAYS BLVD # 57ØT INCLINE VILLAGE, NV 8945I XXX-XXX-XXX



6 C A L E : 1/16" = 1'-0"

AREA OF LOT LAND CAPABILITY				45,218 S.F. / 1.0 CLA	038 ACRES 66 1a/lb/3/4
ALLOWABLE COVERAGE					
	CLASS la	CLASS 16	CLASS 3	CLASS 4	TOTAL
AREA OF LOT ALLOWABLE COVERAGE	19,232 SF 192 SF /1%	169 SF 2 SF /1%	12,273 SF 614 SF /5%	13,544 SF 2,709 SF /20%	45,218 SF 3,517 SF
EXISTING COVERAGE - VER	RIFIED				
HOUSE	Ø S.F.	Ø S.F.	Ø S.F.	1,168 S.F.	1,168 S.F.
GARAGE	ØSF.	Ø SF.	Ø SF.	5Ø2 SF.	502 SF.
ASPHALT DRIVEWAY	Ø 5.F.	Ø S.F.	Ø 5.F.	648 S.F.	648 S.F.
STAIRS INCLUDING TRPA REDUCTION	Ø 5.F.	Ø S.F.	Ø 5.F.	21 S.F.	21 S.F.
CONCRETE PADS	Ø 5.F.	Ø 5.F.	Ø 5.F.	35 S.F.	35 S.F.
TOTAL	Ø 5.F.	Ø S.F.	Ø 5.F.	2,374 S.F.	2,374 S.F.
OFFISITE COVERAGE	Ø S.F.	Ø S.F.	Ø 5.F.	228 S.F.	228 S.F.





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TITLE: EXISTING SITE PLAN

SO CUSTOM RESIDENCE FOR:

SOS TYNER WAY, INCLINE VILLAGE NY, 89451
LOT 17, BLOCK F, INCLINE VILLAGE 4, WASHOE, NEVADA

APN: 125-511-10

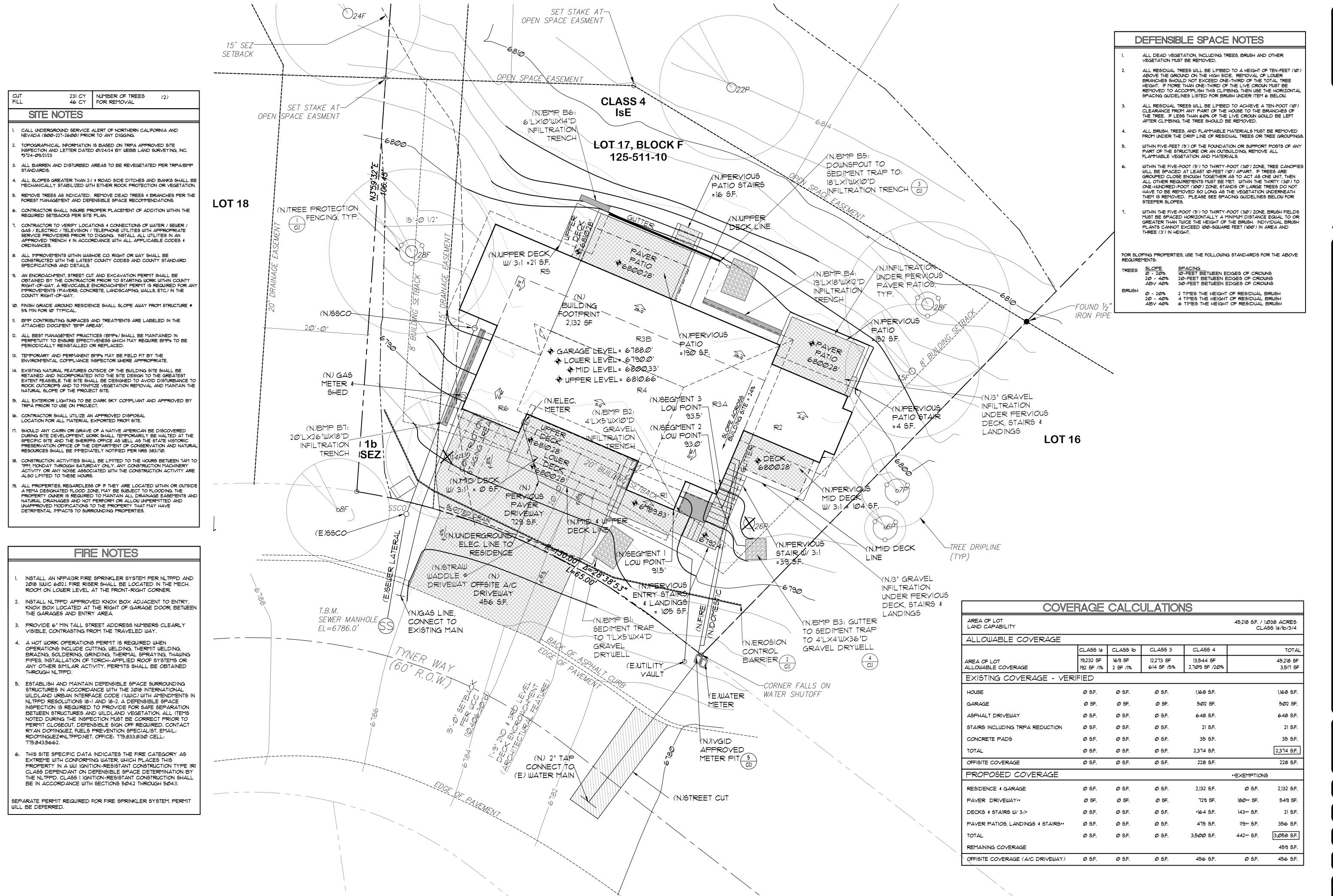
FILE: 596 TYNER

DATE: 06/03/24

SCALE: AS NOTED

DRAWN:

heet:



PROPOSED SITE PLAN

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

G

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VOICE.(775-831-8001)

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M RESIDENCE FOR:

NAMESIDENCE FOR:

NAMESIDENCE FOR:

NAMESIDENCE FOR:

AT, INCLINE VILLAGE NY, 89451

AT, INCLINE VILLAGE 4, WASHOE, NEVADA

FILE: 596 TYNER

REVISIONS

596 TYNER

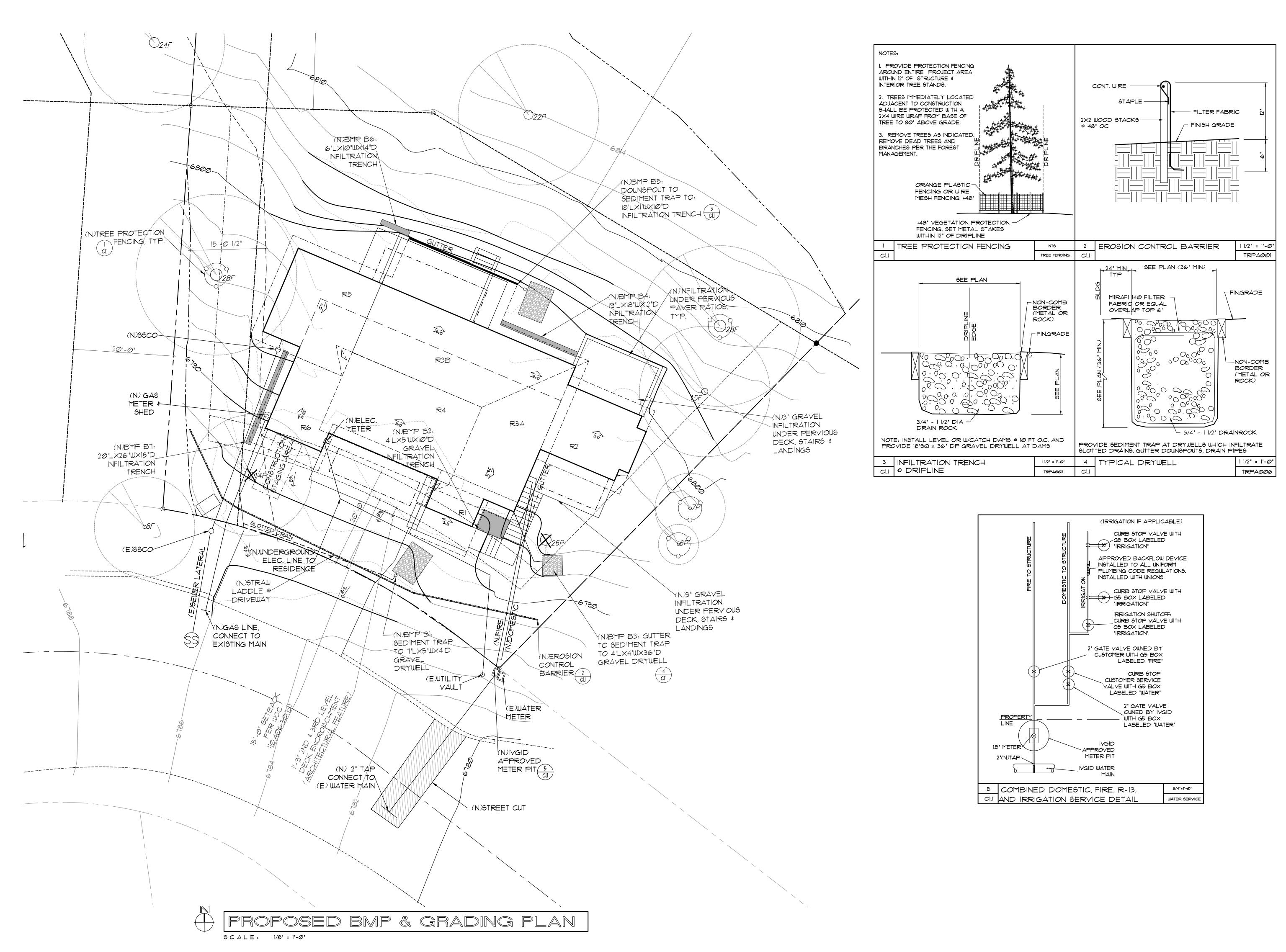
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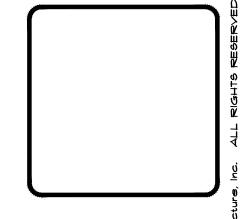
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REVISIONS

596 TYNER

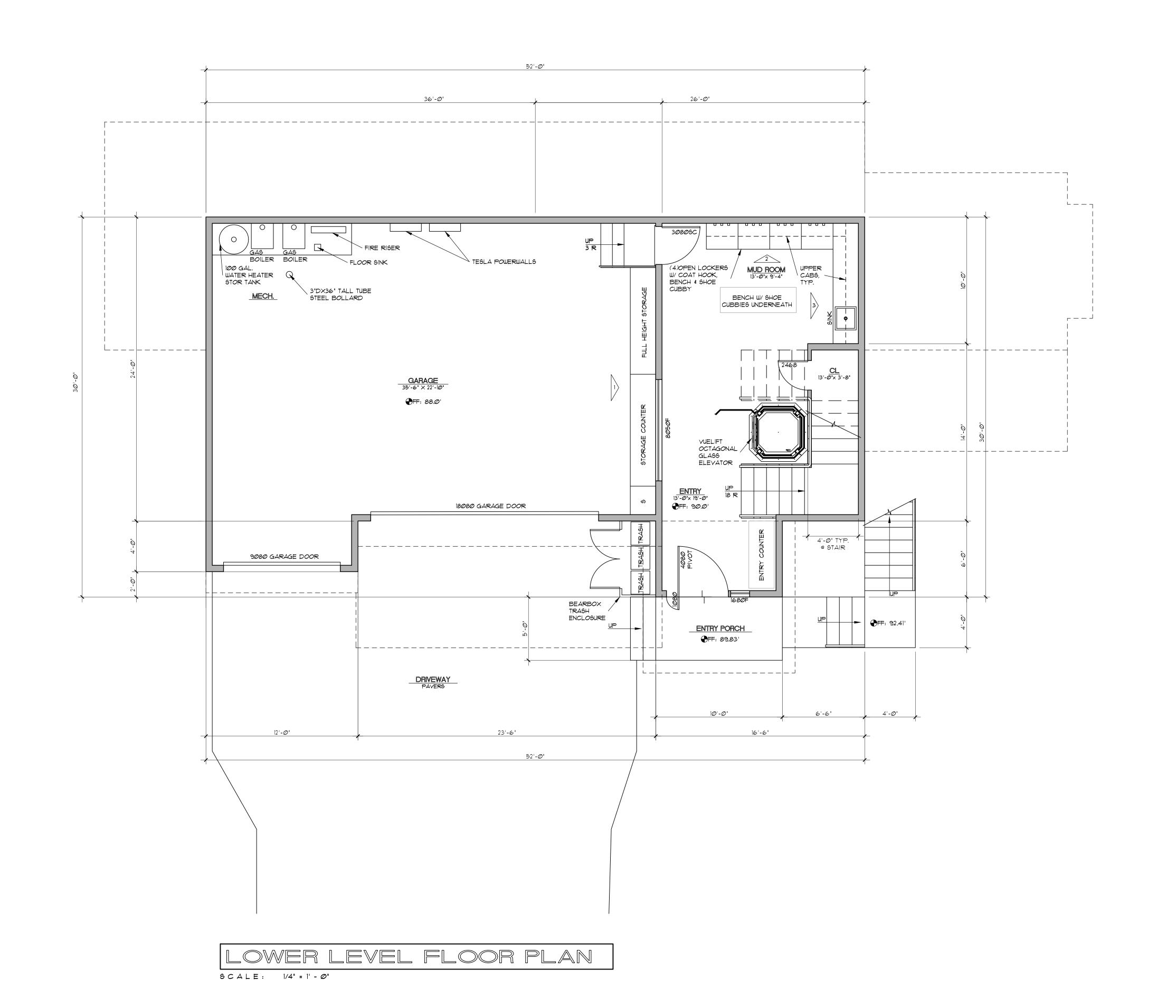
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·	INCLIN	P.O. BO	TE 3 OX 6987 AGE, N 5-831-8	7 V 894 8001)
	ENCOMER LEVEL FLOOR PLAN	CUSTOM RESIDENCE FOR:	WHISPER HOMES LLC	596 TYNER WAY, INCLINE VILLAGE NY, 89451 LOT 11, BLOCK F, INCLINE VILLAGE 4, WASHOE, NEVADA
	TITLE:			596 T

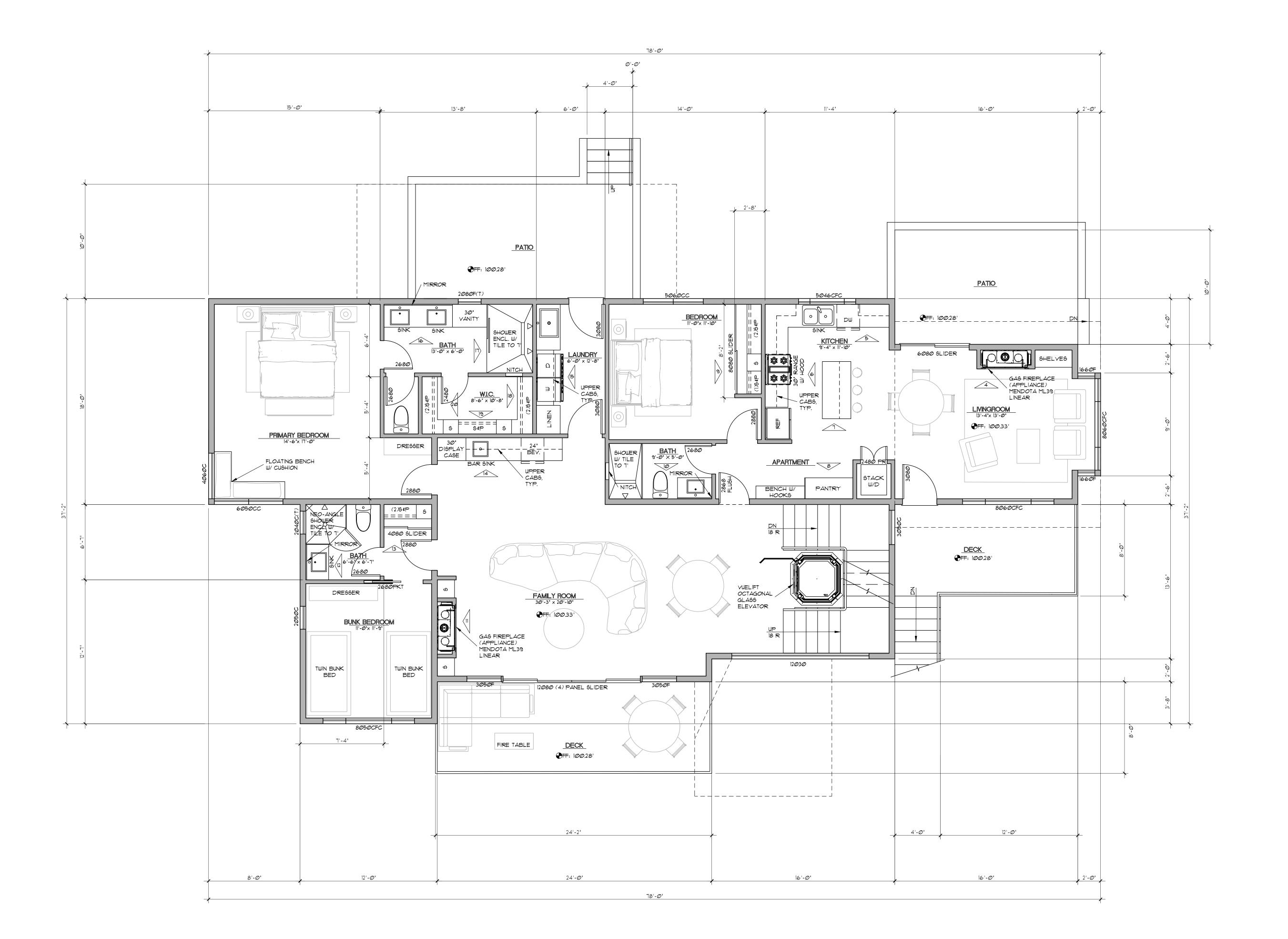
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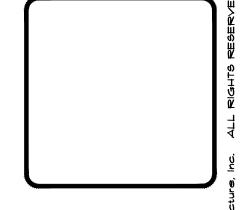
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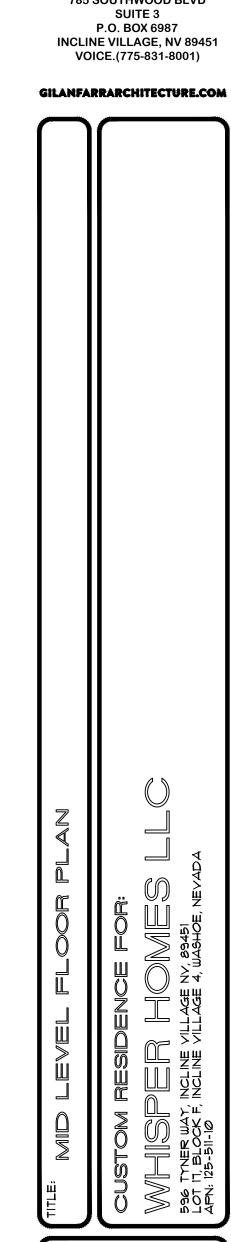


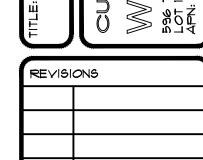




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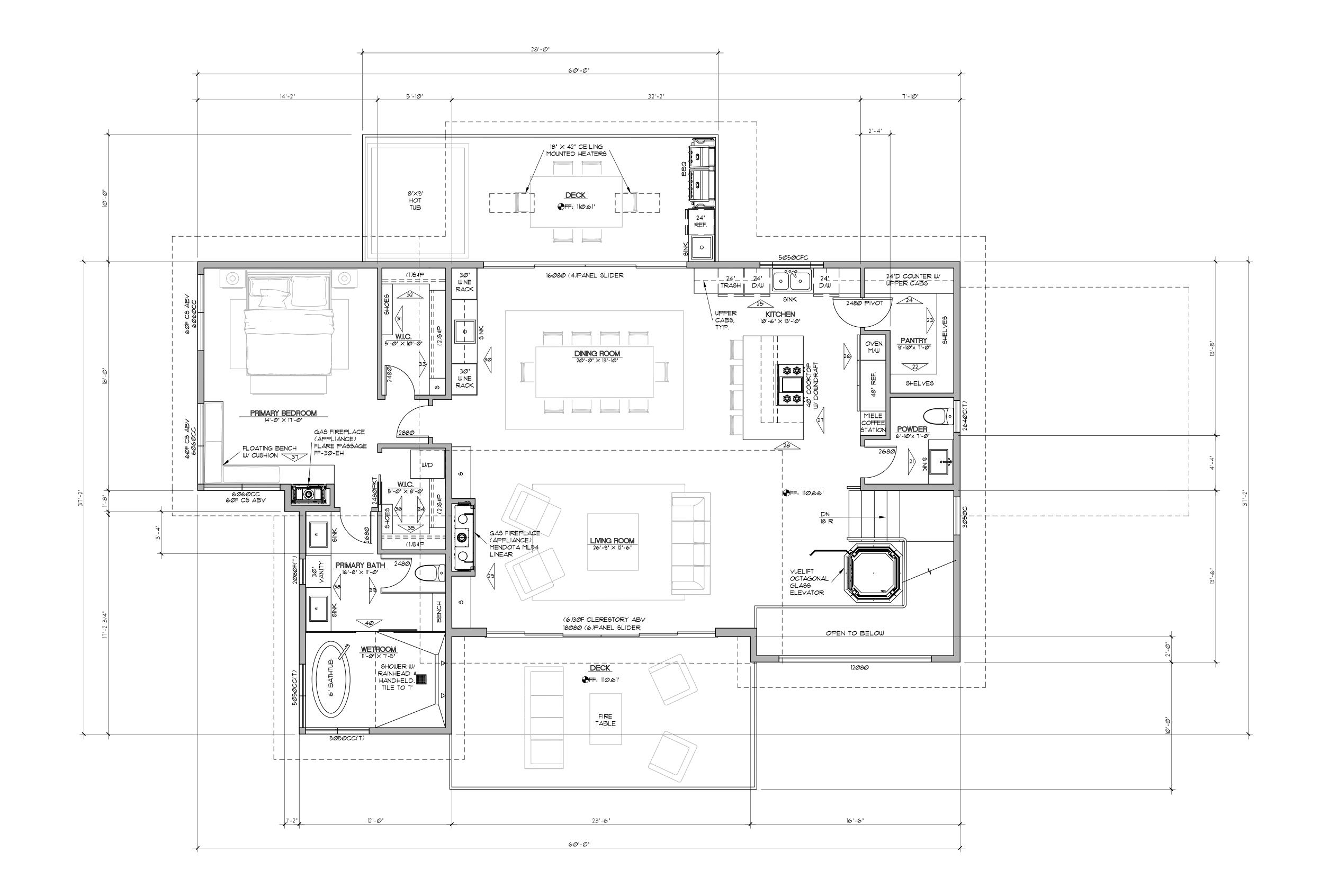
ILE:	596 TYNER

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SCALE: AS NOTED

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UPPER LEVEL FLOOR PLAN

SCALE: 1/4" = 1' - 0"

GILANFARRARCHITECTURE.COM REVISIONS FILE: 596 TYNER DATE: 06/03/24 SCALE: AS NOTED

DRAWN:

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WEST ELEVATION

SCALE: 1/4" = 1' - Ø"

GILANFARR architecture 785 SOUTHWOOD BLVD SUITE 3 P.O. BOX 6987 **INCLINE VILLAGE, NV 89451** VOICE.(775-831-8001) GILANFARRARCHITECTURE.COM

UPPER LEVEL

LOWER LEVEL

GRARAGE LEVEL

UPPER LEVEL

MIDDLE LEVEL

LOWER LEVEL

GRARAGE LEVEL

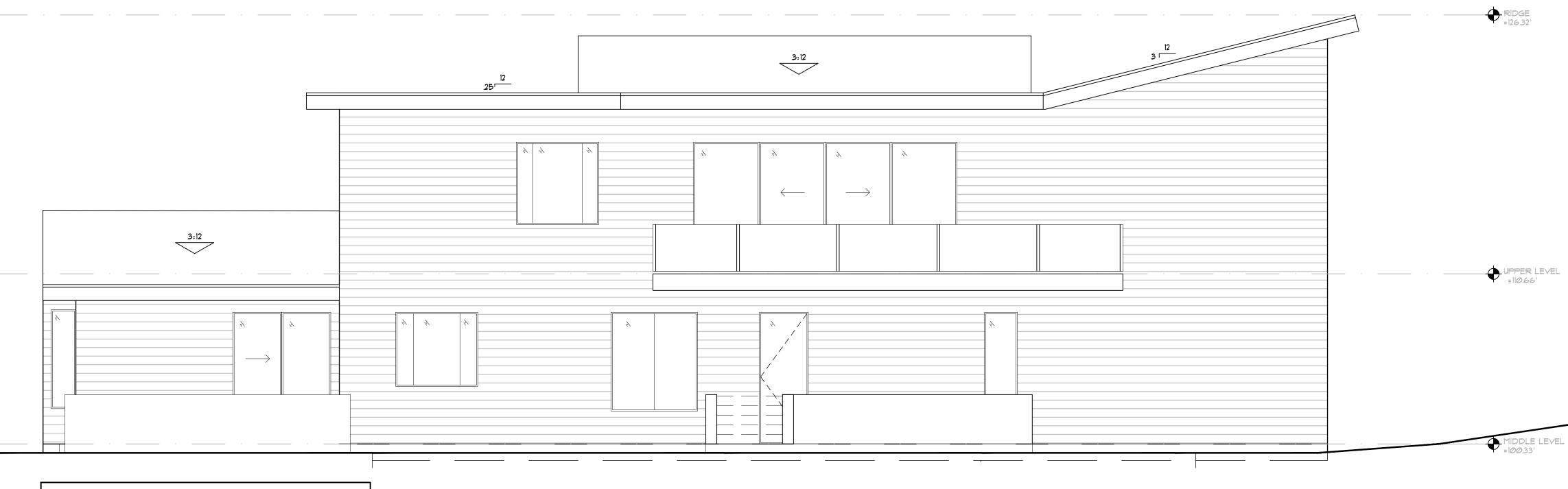
REVISIONS

596 TYNER

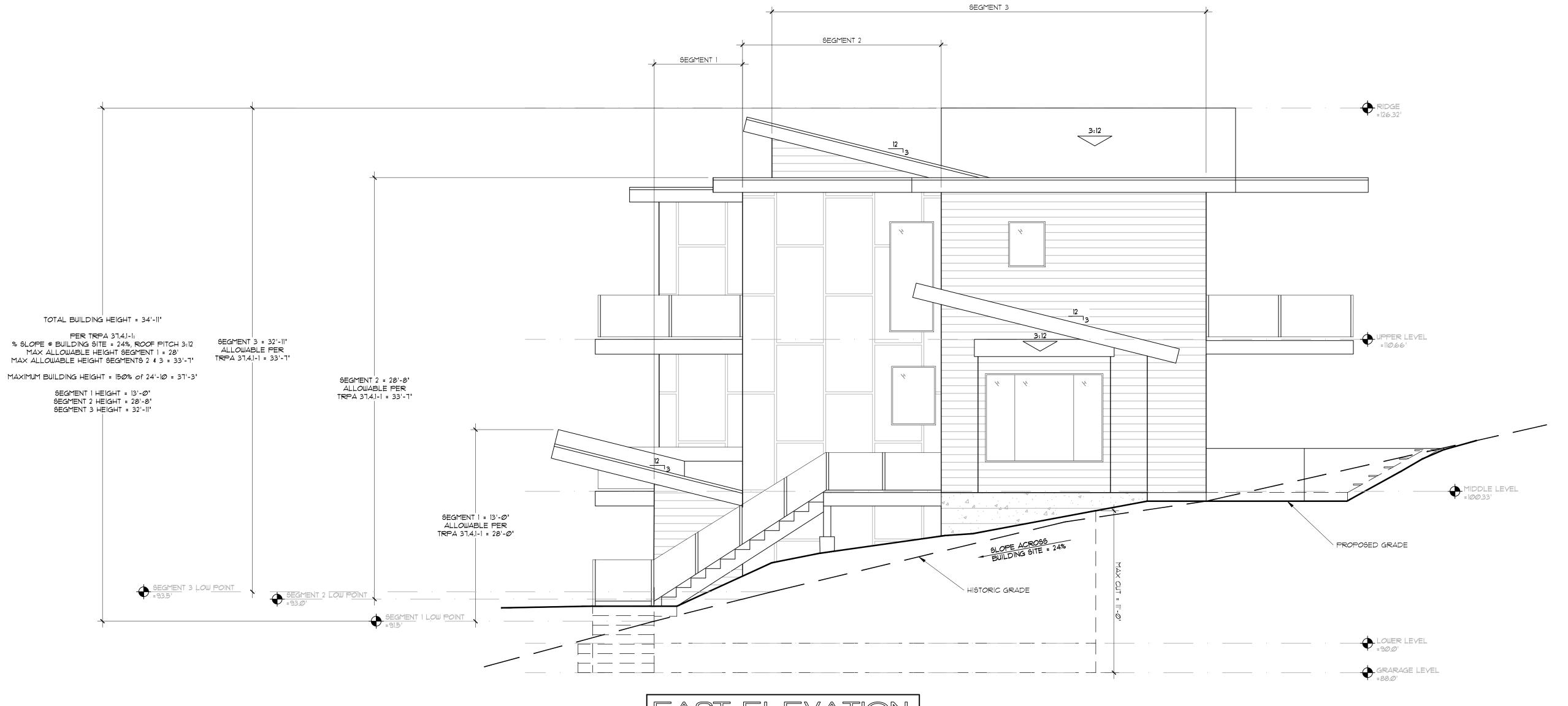
DATE: 06/03/24

SCALE: AS NOTED

DRAWN:



NORTH ELEVATION S C A L E : 1/4" = 1' - 0"





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FILE: 596 TYNER

*06/03/*24

AS NOTED

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DATE:

SCALE:

DRAWN:

EAST ELEVATION SCALE: 1/4" = 1' - Ø"

SECOND AMENDED AND RESTATED OPERATING AGREEMENT OF WHISPER HOMES, LLC, A NEVADA LIMITED LIABILITY COMPANY

THIS SECOND AMENDED AND RESTATED OPERATING AGREEMENT ("Agreement") dated 9th day of March, 2023, by and between WHISPER HOMES, LLC, A NEVADA LIMITED LIABILITY COMPANY ("Company") and the Member identified herein ("Member").

Recitals

WHEREAS, the Company and the Member entered into the Limited Liability Company Operating Agreement of Whisper Homes, LLC a Nevada Limited Liability Company on June 16, 2021 that was amended on September 2nd 2022 (the "First Amended Agreement");

WHEREAS, the Manager Heidy Parkhurst was removed from his position under Section 7.1(iii) of the First Amended Agreement, and the Member appointed a new Manager;

WHEREAS, the Company and Members now desire to amend the Original Agreement as provided in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member and Company hereby agree as follows:

- 1. Formation. Pursuant to provisions of the Nevada Limited Liability Company Act, codified in Chapter 86 of the Nevada Revised Statutes (as the same may be amended from time to time, the "Act"), the Company was formed by filing Articles of Organization for the Company with the Secretary of State of Nevada on June 16, 2021. The rights and liabilities of the Manager and Member shall be determined pursuant to the Act and this Agreement. To the extent that the rights or obligations of any Manager or Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the greatest extent permitted by the Act, control.
- 2. Name. The name of the Company is WHISPER HOMES, LLC. The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Manager deems appropriate or advisable. The Manager shall cause to be filed any fictitious name certificates and similar filings, and any amendments thereto, that the Manager considers appropriate or advisable.
- 3. <u>Principal Business Office</u>. The location of the principal place of business of the Company in the State of Nevada is 770 Mays Blvd. #5707, Incline Village, Nevada 89451 or such other place as the Manager may from time to time determine. The Company also may have such offices, anywhere within and without the State of Nevada, as the Manager from time to time may determine or the business of the Company may require.
- 4. <u>Registered Agent.</u> The name and address of the registered agent of the Company for service of process in the State of Nevada is ALLING & JILLSON, LTD. 276 Kingsbury Grade, Suite 2000. Post Office Box 3390, Lake Tahoe, Nevada \$9449.
- 5. <u>Term.</u> The Company's existence shall continue until terminated, dissolved or liquidated in accordance with the provisions of this Agreement and the Act.
- 6. <u>Purpose</u>. The Company is organized to operate a real estate development company and for any other lawful purpose for which a limited liability company may be organized under the laws of the State of Nevada. This Agreement shall not be deemed to create any legal relationship with respect to any activities other than those within the purpose of the Company as described herein.

7. Management.

7.1 Management of the Company.

- (i) Omri Svisa shall be the manager of the Company ("Manager") and, in such capacity, shall manage the Company in accordance with this Agreement. The Manager is an agent of the Company's business, and the actions of the Manager taken in such capacity and in accordance with this Agreement shall bind the Company.
- (ii) Except to the extent otherwise provided in this Agreement, or in any other written agreement(s) between the Manager and the Member from time to time, without the written consent and approval of the Member, the Manager shall not have authority to act on behalf of the Company or to otherwise manage and control the business and affairs of the Company. Only with the written consent and approval of the Member, in each case, may the Manager take actions affecting the business and affairs of the Company, execute documents or instruments on behalf of the Company, or otherwise exercise authority on behalf of the Company. With the consent of the Member, the Manager may delegate to other persons or entities the Manager's responsibilities hereunder. The Manager, however, must retain the power to direct and control any person or entity to whom the Manager delegates any of the Manager's responsibilities.
- (iii) The Manager may be removed with or without cause by the Member at any time. The Manager shall serve until removed and the Manager's successor is designated by the Member or until the Manager's earlier death, retirement or incapacity. Upon the death, retirement or incapacity of the Manager, a successor shall be designated by the Member.
- (iv) With the consent of the Member, the Manager may delegate to any officer of the Company, if any, or to any such other person, including but not limited to Lyndon Rive, or entity, authority to act on behalf of the Company. The salaries or other compensation, if any, of the officers and agents, if any, of the Company shall be fixed from time to time by the Manager. When the taking of any action has been authorized by the Member, the Manager may execute on behalf of the Company any contract or other agreement or document as appropriate in connection with such authorized action.
- (v) The Company may have one or more of the following officers as determined by the Manager with the consent of the Member: President, Secretary, Treasurer, and such other officers as agreed, from time to time. Any officers may be appointed and removed by the Manager with the consent of the Member. Lyndon Rive is hereby appointed as the President of the Company. If any additional officers are appointed by the Manager, they shall perform such functions as are specified by the Manager provided that if a President, Secretary and/or Treasurer is appointed, each shall perform such functions as are herein provided unless otherwise specified by the Manager:
- (a) The President shall be the chief executive officer of the Company and shall, subject to the supervision, direction and control of the Manager, have the general powers and duties of supervision, direction, management and control of the day-to-day business and affairs of the Company and of the other officers of the Company, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company, the power and authority to transact any business in the name of the Company, the power to act for or on behalf of the Company, the power to bind and sign agreements on behalf of the Company, and shall have such other powers and perform such other duties as may be prescribed by the Manager.
- (b) The Secretary shall keep or cause to be kept at the principal place of business of the Company, or such other place as the Manager may direct, a book of minutes of all formal actions of the Manager and the Member. The Secretary shall keep or cause to be kept at the principal place of business of the Company, a register or a duplicate register showing the name and address of the Member, the number and date of certificates issued in respect of the Member's interest in the Company, if any, and the number and date of cancellation of every certificate surrendered for cancellation. The Secretary shall have such other powers and perform such other duties as may be prescribed by the Manager or the President.

- (c) The Treasurer shall keep and maintain or cause to be kept and maintained adequate and correct books and records of accounts of the properties and business transactions of the Company. The books of account shall at all times be open to inspection by the Member. The Treasurer shall deposit all monies and other valuables in the name and to the credit of the Company with such depositaries as may be designated by the Manager. The Treasurer shall disburse the funds of the Company as may be ordered by the Manager, shall render to the President and the Manager, whenever the Manager requests it, an account of all of its transactions as chief financial officer and of the financial condition of the Company and shall have other powers and perform such other duties as may be prescribed by the Manager or the President.
- (vi) The Manager may appoint, employ, or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as approved by the Member.
- (vii) Except as provided in Section 6.1(v), no person or entity other than the Manager shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.
- 7.2 <u>Reliance by Third Parties.</u> The Manager or any officer of the Company may, with the consent of the Member, certify and authenticate records of the Company to third-parties and any third-party dealing with the Company, or the Manager, the Member or any officer of the Company, may rely upon a certificate signed by the Manager or any officer of the Company as to:
 - (i) the identity of the Manager, the Member or any officer of the Company
 - (ii) the existence or non-existence of any fact or facts that constitute a condition precedent to acts by the Manager, the Member or any officer of the Company or are in any other manner germane to the affairs of the Company;
 - (iii) the persons who or entities that are authorized to execute and deliver any instrument or document of or on behalf of the Company; or
 - (iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Company, the Member, the Manager or any officer of the Company.
- 7.3 <u>Records and Information.</u> Unless otherwise required by a mandatory provision of law, neither the Company, the Member nor the Manager shall have any obligation to maintain any books or records of the Company; provided that the Manager may keep books and records of the Company and may, from time to time, designate recordkeeping requirements for the Company.
- 7.4 <u>Bank Accounts.</u> The Manager shall maintain an account or accounts in the name and for the benefit of the Company for purposes of maintaining availability of reasonable and current cash needs (all of which funds shall be supplied solely by the Member, and for which funds the Manager shall have absolutely no liability or responsibility to supply, pay or procure), in such types and amounts, and at such depository or depositories, as approved by the Member.
- 8. <u>Admission of the Member and Additional Members.</u> Upon its execution and delivery of this Agreement, the Member is deemed admitted as the sole Member of the Company. One or more additional members of the Company may be admitted to the Company upon the written consent of the Member and the amendment of this Agreement in writing.
- 9. <u>Transfers: Claims.</u> The Member shall be without right, power or authority to transfer, alienate, encumber, pledge or hypothecate such Member's interest in the Company or any part thereof except in strict accordance with this Agreement. To the extent the law requires the Member to recognize any involuntary transfer, encumbrance, lien, or order, to the Member's interest in the Company (a "Claim"), no such Claim shall be effective to make the holder of such Claim a member of the Company. In no event

shall the holder of a Claim acquire any right to participate in the management of the business and affairs of the Company or become a member and any such holder's rights shall be limited in accordance with Section 86.351 of the Act. Any purported transfer of a Member's interest which is not permitted herein or which is in violation of the provisions herein, shall be void and of no force and effect whatsoever.

- 10. <u>Limited Liability</u>. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Manager or Member or any officer shall not be obligated personally for any such debt, obligation or liability of the Company, nor shall the Manager or Member be obligated to contribute capital or lend funds to the Company.
- 11. <u>U.S. Tax Classification</u>. For so long as, and during such time as, the Company shall have only one member, then for Federal income purposes and relevant State income tax purposes, but only for such purposes, the Company shall be disregarded as an entity separate from the Member in accordance with Section 301. 7701-3(a) of the Tax Regulations.
- 12. Competitive Activities and Company Opportunities. Any Member or Manager and any affiliate of any Member or Manager may engage independently or with others in other business opportunities of every nature and description without any obligation to present any such opportunity to the Company, even if the opportunity is of a character that, if presented to the Company, could be undertaken by the Company. Neither the Company nor any Member nor any Manager shall have any right by virtue of this Agreement or the business relationship created in this Agreement in or to such other opportunities or to the income or proceeds derived therefrom, and the pursuit of such opportunities, even if directly competitive with the business of the Company, shall not be deemed wrongful or improper or a breach of fiduciary duty, the duty of care or the duty of loyalty. Any Member or Manager or any affiliate of a Member or Manager may deal with or otherwise engage in business with, persons transacting business with the Company, or providing services and receiving compensation therefore, so long as such activities do not involve any rebate or reciprocal arrangement that benefits the Member or Manager without disclosure of such arrangement to the Company.
- 13. <u>Capital; Percentage Interest; Allocation of Profits and Losses.</u> The Member owns one hundred percent (100%) of the interest in the Company, and shall contribute such money and property to the capital of the Company in such amounts and at such times as the Member may determine. All items of income, gain, loss, deduction and credit shall be allocated one hundred percent (100%) to the Member.
- 14. <u>Distributions.</u> Distributions shall be made to the Member at such times and in such amounts as are determined by the Manager.
- 15. <u>Spendthrift.</u> The Member's interest in the Company or any part thereof, and the interest of such Member shall not be subject to claims of creditors or liable to attachment, execution or other process of law, to the greatest extent allowed under Nevada law.
- 16. Exculpation and Indemnification. Neither the Member nor the Manager shall be liable to the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted in good faith using reasonable business judgment by the Member or the Manager on behalf of the Company, except that the foregoing shall not be deemed to release the Manager from liability for any such loss, damage or claim to the extent the same is determined in a final judgment by a court of competent jurisdiction to have been incurred by reason of the Manager's lack of good faith, fraud or willful misconduct. To the fullest extent permitted by applicable law, the Member and Manager shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Member and/or Manager by reason of any act or omission performed or omitted by the Member and/or Manager on behalf of the Company, except that the Manager shall not be entitled to be indemnified in respect of any loss, damage or claim to the extent the same is determined in a final judgment by a court of competent jurisdiction to have been incurred by reason of the Manager's lack of good faith, fraud or willful misconduct.

17. Dissolution; Liquidation and Winding Up.

- (a) The Company shall be dissolved only upon the occurrence of any of the following events: (i) the election of the Member; or (ii) the final decree of a court that such dissolution is required under applicable law.
- (b) The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.
- (c) In the event of dissolution, the Company shall be wound up and its assets liquidated. In connection with the dissolution and winding up of the Company, the Manager or such other person designated by the Member shall proceed with the sale, exchange, liquidation or distribution in kind of all of the assets of the Company, and shall conduct only such other activities as are necessary to wind up the Company's affairs, and the assets of the Company shall be applied in the following: (i) first, to the payment of all debts and liabilities of the Company in the order of priority as provided by law (other than outstanding loans from the Member); (ii) second, to the establishment of any reserves deemed necessary by the Manager, or the person winding up the affairs of the Company, for any contingent liabilities or obligations of the Company (including those of the person serving as the liquidator); and (iii) third, the balance, if any, to the Member.
- 18. <u>Interpretation</u>. As used in this Agreement, the masculine gender shall include the feminine and neuter, and the singular number shall include the plural, and vice versa. All references herein to articles and sections refer to articles and sections of this Agreement. All article and section headings are for reference purposes only and shall not affect the interpretation of this Agreement.
- 19. <u>Governing Law.</u> This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Nevada (without regard to the law of conflicts of any jurisdiction).
- 20. <u>Severability.</u> In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect the validity of the remainder of this Agreement or the validity or the formation of the Company as a limited liability company under the Act.
- 21. <u>Entire Agreement.</u> This Agreement constitutes the entire agreement between the Company, the Manager, and the Member with respect to the subject matter hereof.
- 22. <u>Amendments.</u> This Agreement may not be modified, altered, supplemented or amended except in a writing signed by the Member. Any attempt to modify, alter, supplement or amend this Agreement in any other manner will be null and void ab initio and of no force or effect.
- 23. <u>Counterparts.</u> This Agreement may be signed in one or more counterparts, which together shall be considered one and the same instrument. Electronic or facsimile signatures hereto shall have the same binding effect as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, executed this Agreement as of the date and year first above set forth.

COMPANY:

WHISPER HOMES, LLC, A NEVADA LIMITED LIABILITY COMPANY

DocuSigned by: Omri Svisa, MANAGER

MEMBER:

THE RIVE FAMILY TRUST, DATED FEBRUARY 8, 2011

Lyndon Rive DUAA36/BAUEA4BF LYNDON RIVE, TRUSTEE