

Administrative Review Permit Application for a Detached Accessory Dwelling Supplemental Information

(All required information may be separately attached)

1. What is the size (square footage) of the main dwelling or proposed main dwelling (exclude size of garage)?

EXISTING MAIN DWELLING 2,879 SQUARE FEET
PROPOSED FUTURE MAIN DWELLING ≥ 3,000 SQUARE FEET.

2. What is the size of the proposed detached accessory dwelling (exclude size of garage)? If a manufactured or modular home is the secondary dwelling, list the age and size of the unit.

1,438 SQUARE FEET.

3. How are you planning to integrate the main dwelling and secondary dwelling to provide architectural compatibility of the two structures?

PHASE I IS AN ACCESSORY DWELLING WHICH EXPRESSES CURRENT ARCHITECTURE. PHASE II WILL BE A REPLACEMENT MAIN HOUSE. ALL WILL BE COMPLEMENTARY FORMS, MATERIALS AND COLORS.

5. How many off-street parking spaces are available? Parking spaces must be shown on site plan. Are any new roadway, driveway, or access improvements be required?

THE EXISTING DRIVE ENTRY FROM CASSAS COURT WILL REMAIN. ON THIS 2 1/2-ACRE PARCEL THERE IS ROOM FOR 2 CARS IN THE PROPOSED ENCLOSED GARAGE PLUS AN EXISTING 3-CAR GARAGE.

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?

WE ARE PROPOSING A ONE-STORY STRUCTURE THAT IS 11'-HIGH PER WASHOE COUNTY OR 14'-HIGH PER ARCHITECT. THE FORM AND COLORS ARE VISUALLY-QUIET AND WILL BE LANDSCAPED.

7. Is the subject property part of an active Home Owners Association (HOA) or Architectural Control Committee?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please list the HOA name.
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8. Are there any restrictive covenants, recorded conditions, or deed restrictions (CC&Rs) that may prohibit a detached accessory dwelling on your property?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, please attach a copy.
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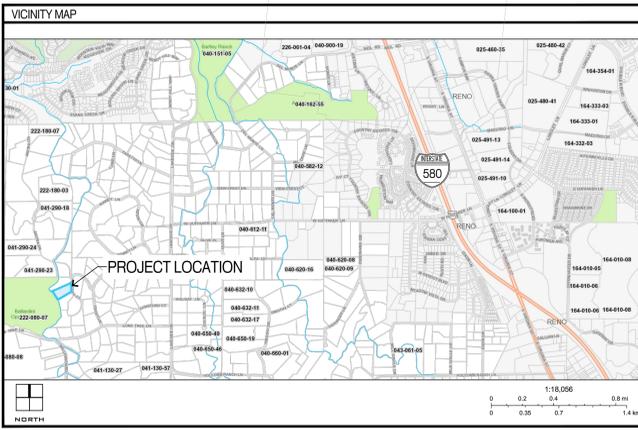
9. Only one accessory dwelling unit, whether attached or detached, is allowed per parcel. Is there a guest apartment, mother-in-law unit, next-gen addition with kitchen or any other type of secondary dwelling on the subject property?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	If yes, please provide information on the secondary unit.
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10. List who the service providers are for the main dwelling and accessory dwelling:

	Main Dwelling	Accessory Dwelling
Sewer Service	EXISTING SEPTIC SYSTEM	PROPOSED SEPTIC SYSTEM
Electrical Service	NV ENERGY	NV ENERGY
Solid Waste Disposal Service	WASTE MANAGEMENT	WASTE MANAGEMENT
Water Service	PRIVATE WELL	PRIVATE WELL [SAME]

LEGEND	
	TREE, DIAMETER & TYPE PAPPE, P.F.R.
	TREE TO REMAIN
	TREE OR STUMP TO BE REMOVED
	TREE W/ PROTECTION SEE 2 / A-11
	STUMP
	DRILL LINE OF TREE
	BOULDER
	FINISH FLOOR ELEVATION 100'-0"
	EXISTING CONTOUR TO REMAIN
	NEW CONTOUR
	EASEMENTS
	PROPERTY LINE & CORNER
	BUILDING SETBACK LINE
	ROOF OVERHANG
	CONSTRUCTION ACTIVITY ZONE FENCE
	EROSION CONTROL FENCE
	JOINT UTILITY TRENCH
	WATER SERVICE
	GAS SERVICE
	ELECTRICAL SERVICE
	TELEPHONE / CABLE SERVICE
	SANITARY SEWER
	IRRIGATION SUPPLY LINE
	LIMITS OF BUILDING FOOTPRINT
	CONCRETE PAVERS
	PROPOSED LANDSCAPE
	HYDRANT
	WATER VALVE



SITE + COVERAGE SUMMARY		10/07/19
LOT AREA	12,035 S.F.	
101 MAIN HOUSE	2,879 S.F.	
101 DETACHED GARAGE	1,958 S.F.	
101 DECK	547 S.F.	
101 TERRACE	900 S.F.	
DRIVE (GRAVEL)	11,451 S.F.	
101 GUEST HOUSE	2,289 S.F.	
101 GUEST HOUSE TERRACES	1,208 S.F.	
101 RV + BOAT GARAGE	4,202 S.F.	
101 RV + BOAT GARAGE TERRACES	179 S.F.	
TOTAL IMPERVIOUS COVERAGE (22%)	24,847 S.F.	
TOTAL BUILDING COVERAGE (8.4%)	10,556 S.F.	
MAXIMUM BUILDING COVERAGE IN HIGH DENSITY RURAL ZONE (20%)	22,407 S.F.	

CUT AND FILL		10/07/19
CUT	88 CY	
FILL	125 CY	

DETACHED ACCESSORY DWELLING AREA SUMMARY			
CONDITIONED	TERRACES & DECKS	UNCOVERED TERRACES	
DETACHED ACCESSORY DWELLING	COVERED TERRACES	SOUTH TERRACE	108 S.F.
CONDITIONED TOTAL	NORTH TERRACE	NORTH TERRACE	223 S.F.
1,436 S.F.	WEST TERRACE	WEST TERRACE	389 S.F.
	TOTAL COVERED TERRACE	TOTAL UNCOVERED TERRACES	530 S.F.
	679 S.F.		
UNCONDITIONED			
GARAGE			
UNCONDITIONED TOTAL			
853 S.F.			
853 S.F.			
PROPERTY TOTAL			
CONDITIONED + UNCONDITIONED	COVERED TERRACES, DECKS + BALCONIES	UNCOVERED TERRACES	530 S.F.
2,289 S.F.	679 S.F.		

RV + BOAT GARAGE AREA SUMMARY			
CONDITIONED	TERRACES & DECKS	UNCOVERED TERRACES	
TRIP PLANNING	COVERED TERRACES	ENTRY TERRACE	102 S.F.
WASHROOM	ENTRY TERRACE	TOTAL UNCOVERED TERRACES	102 S.F.
CONDITIONED TOTAL	TOTAL COVERED TERRACE		
332 S.F.	102 S.F.		
UNCONDITIONED			
RV+BOAT STORAGE			
UNCONDITIONED TOTAL			
3,900 S.F.			
3,900 S.F.			
PROPERTY TOTAL			
CONDITIONED + UNCONDITIONED	COVERED TERRACES, DECKS + BALCONIES	UNCOVERED TERRACES	102 S.F.
4,232 S.F.	102 S.F.		

PHASE I DADAR
PROPOSED DETACHED ACCESSORY DWELLING PER DETACHED ACCESSORY DWELLING ADMINISTRATIVE REVIEW APPROVAL

PHASE I
PROPOSED SOLID WASTE ENCLOSURE

PHASE II
EXISTING GARAGE TO BE REPLACED

PHASE II
EXISTING HOUSE TO BE REPLACED

PHASE I ADMINISTRATIVE PERMIT
PROPOSED RV+BOAT GARAGE PER ADMINISTRATIVE PERMIT APPROVAL

PHASING LEGEND	
	PHASE I DADAR
	PHASE I ADMINISTRATIVE PERMIT
	PHASE II

SHEET INDEX	
ARCHITECTURAL	
A-1.1	Site Plan
A-2.1	Floor Plan
A-3.0	Model Views
A-3.1	Exterior Elevations
A-3.2	Exterior Elevations

APPLICABLE CODES	
2018 International Building Code ("IBC First Print"), chapters 1 through 35 and Appendices C, E, and I;	
2018 International Residential Code ("IRC First Print"), chapters 1 through 44 and Appendices A, B, C, G, H, J, K, and Q;	
2018 International Existing Building Code ("IEBC First Print"), chapters 1 through 16 and Appendices;	
2018 International Energy Conservation Code ("IECC First Print"), chapters 1 through 17 and Appendices A, B, D, E, I, and L;	
2018 Uniform Plumbing Code ("UPC First Print"), chapters 1 through 17;	
2018 International Mechanical Code ("IMC First Print"), chapters 1 through 15;	
2018 International Fuel Gas Code ("IFGC First Print"), chapters 1 through 8 and Appendix A;	
2018 International Wildland-Urban Interface Code ("IWUIC First Print"), chapter 5;	
2018 Swimming Pool and Spa Code ("ISPCS First Print"), chapters 1 through 11;	
2018 National Fire Protection Association ("NFPA") 54 and 58 Code;	
2017 National Electrical Code ("NEC First Print");	
2018 Northern Nevada Amendments by the Northern Nevada Chapter of the International Code Council; and Other matters relating to the provisions of Chapter 100, effective July 1, 2019.	
These plans comply with all applicable provisions of the Washoe County Development Code	

RYAN GROUP ARCHITECTS
10800 DINNER PASS ROAD
NUMBER 200
TRUCKEE, CA 96161
530 587 3600
RYANGROUP.NET

THE DITCH AT WASHOE COUNTY

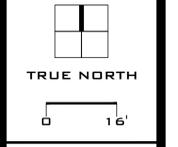
30 CASSAS COURT
WASHOE COUNTY, NV
APN: 041-120-43

LOT AREA
111,949 S.F.
2.57 ACRES

ISSUED
FOR AGENCY REVIEW



PROJECT
1917
DRAWN
EL
REVIEWED
OR
DATE



SITE PLAN
A-1.1

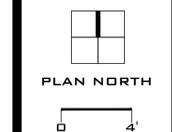
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FOR AGENCY REVIEW



NOT FOR CONSTRUCTION
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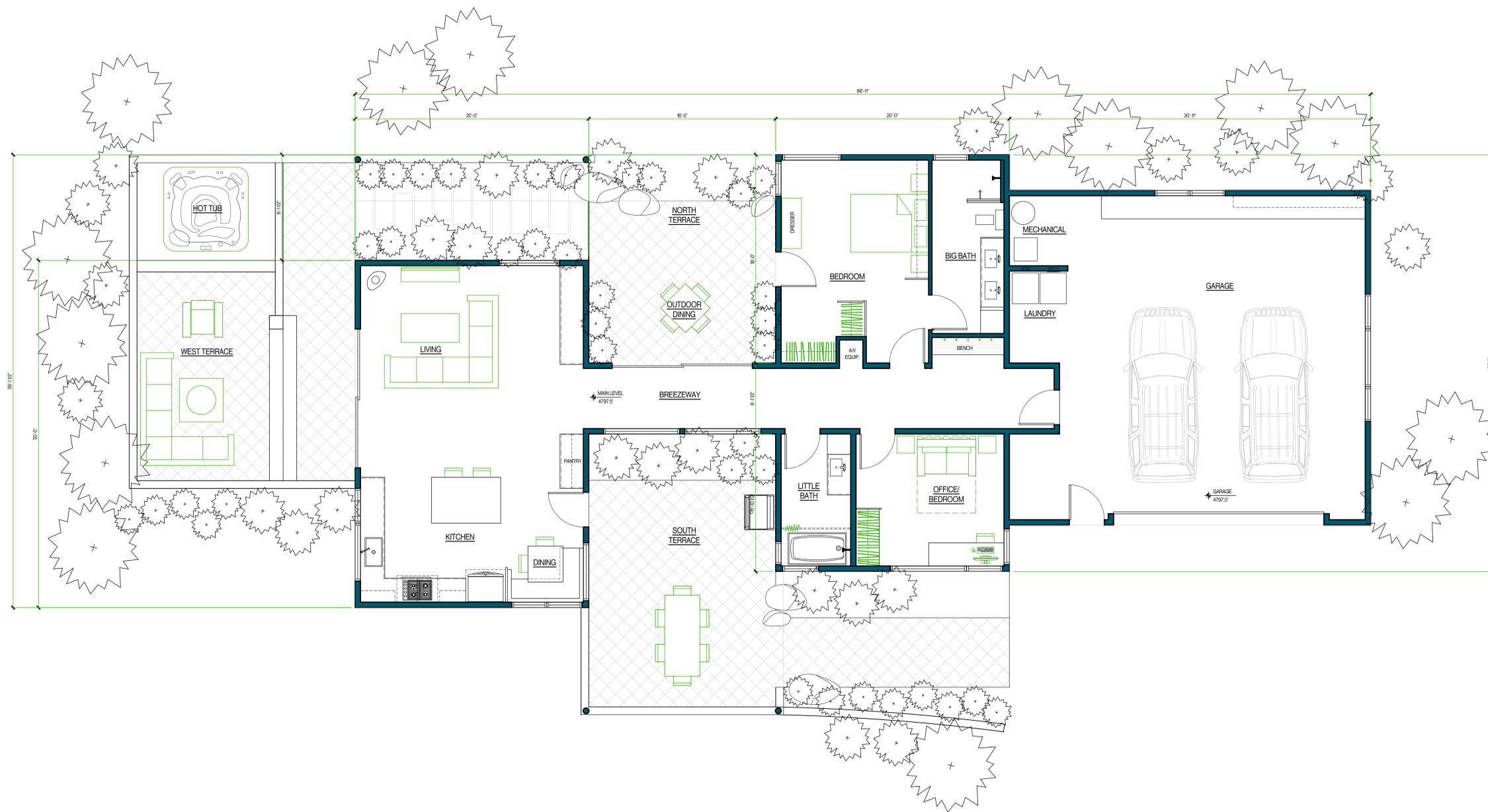
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EL
REVIEWED
BR
DATE



DETACHED
ACCESSORY
DWELLING
FLOOR
PLAN

A-2.1





VIEW 1



VIEW 2

**RYAN
GROUP
ARCHITECTS**

10800
DONNER PASS ROAD
NUMBER 200
TRUCKEE, CA
96161

530 587 3800
RYANGROUP.NET

**30
CASSAS**
AT
RENO

30 CASSAS COURT
WASHOE COUNTY, NV
APN: 041-120-43

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DETACHED
ACCESSORY
DWELLING
MODEL
VIEWS

A-3.0



S SOUTH ELEVATION



E EAST ELEVATION

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**DETACHED
ACCESSORY
DWELLING
EXTERIOR
ELEVATIONS**

A-3.1

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DETACHED
ACCESSORY
DWELLING
EXTERIOR
ELEVATIONS

A-3.2

HIGHEST POINT
PROPOSED BUILDING
4811.4

HIGHEST NATURAL GRADE
4800.5

MAIN LEVEL
4797.5

GARAGE LEVEL
4797.0

N NORTH ELEVATION

HIGHEST POINT
PROPOSED BUILDING
4811.4

HIGHEST NATURAL GRADE
4800.5

MAIN LEVEL
4797.5

GARAGE LEVEL
4797.0

W WEST ELEVATION

963109

DECLARATION OF PROTECTIVE COVENANTS
LONE TREE ESTATES

THIS DECLARATION is made on the 21st day of September, 1983, by McFARLANE & CASSAS, a Nevada Partnership (Declarant).

RECITALS

Declarant is the owner and developer of that certain real property located in the County of Washoe, State of Nevada, described in the Supplemental Declaration, attached hereto as Exhibit "A" and made a part hereof, and commonly referred to as LONE TREE ESTATES.

Declarant intends to sell and convey the lots and parcels situated within LONE TREE ESTATES and before doing so, desires to impose upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan or scheme of improvement for the benefit of all of the lots and parcels therein and the owners and future owners thereof.

NOW, THEREFORE, Declarant declares that all of the lots and parcels in LONE TREE ESTATES and the whole of the Development, as hereinafter defined are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of said lots and parcels and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said lots and parcels in favor of each and all other lots and parcels; to create reciprocal rights between the respective owners of all such lots and parcels; to create a privity of contract and estate between the grantees of such lots and parcels, their heirs, successors and assigns; and shall, as to the owner of each such lot or parcel, his heirs, successors or assigns operate as covenants running with the land for the benefit of each and all other such lots and parcels in the Development as hereinafter defined and their respective owners, present and future.

I. DEFINITIONS. The following terms as used in this Declaration are defined as follows:

A. "Articles" means the Articles of Incorporation of the Association.

B. "Association" means LONE TREE ESTATES, LTD., the property owner's association which is a Nevada nonprofit corporation.

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C. "Board" means the Board of Directors of the Association.

D. "By-Laws" means the By-Laws of the Association.

E. "Committee" means the LONE TREE ESTATES Architectural Committee.

F. "Common Area" means all of the real property designated as such in the Supplemental Declaration; all real property which may be later described by Supplemental Declarations as common area; and all real property acquired by the Association, whether from Declarant or otherwise, together in each instance with all improvements which may at any time be constructed thereon and owned by the Association.

G. "Declarant" means MacFarlane and Cassas, a Nevada General Partnership.

H. "Declaration" means this Declaration of Protective Covenants and any amendments hereto.

I. "Development" means all that real property situate in the County of Washoe, State of Nevada, described in the Supplemental Declaration and all other real property which may be described in additional supplemental declarations recorded from time to time with the Washoe County Recorder which Development is commonly known as LONE TREE ESTATES.

J. "Improvements" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, landscaping, light standards, antenna and any other structures of any type or kind.

K. "Lot" means any numbered lots as designated on the parcel maps described in the Supplemental Declaration.

L. "Map" means the parcel maps of the Development as they are from time to time recorded.

M. "Master Plan" means the plan of development designated as the Lone Tree Estates Master Plan adopted by Declarant, as amended from time to time, which Master Plan will show the general location and placement of individual residences on lots or parcels and show the location of the primary irrigation ditches in drainage plan throughout the Development.

N. "Owner" means:

1. Any person or legal entity, including Declarant, who holds fee simple title to any lot or parcel within the Development.

2. Any person or legal entity who has

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contracted to purchase fee title to a lot pursuant to a written agreement recorded in the Washoe County, Nevada, Recorder's Office in which case the seller under said agreement shall cease to be the owner while said agreement is in effect; or

3. A lessee of a lot under a recorded lease from the owner of fee simple title to said lot for a term of not less than fifty (50) years, in which case the lessor under said lease shall cease to be the owner while said lease is in effect.

4. Owner does not include the Association.

O. "Single Family Dwelling" means a residential dwelling for the owner and his immediate family, his casual guests and his domestic servants and domestic employees, which dwelling is constructed on a lot designated in the Supplemental Declaration.

P. "Supplemental Declaration" means:

1. The recorded Supplemental Declaration of Declarant attached hereto as Exhibit "A" and Exhibit "B"; or

2. In the case of parcels being subsequently annexed to the Development, the recorded Supplemental Declaration of Declarant which incorporates the provisions of this Declaration therein by reference.

In either event, the Supplemental Declaration shall include a description of the real property covered thereby subject to the provisions of this Declaration.

II. LAND USE. The stated theme of LONE TREE ESTATES is for a first class residential neighborhood that is in harmony with its rural location and proximity to the hills surrounding the Development. To this end, the Declarant has prepared a Master Plan which Master Plan sets forth the guidelines for development in LONE TREE ESTATES, and is incorporated herein by reference. Declarant reserves the right to amend the Master Plan from time to time and upon sale of a majority of the lots in the Development, then the Committee shall have the power and authority to amend the Master Plan.

A. Rural Single Family Residential. Only single family dwellings and such outbuildings as are usually accessory to a rural/agricultural setting and as may be permitted by the Committee shall be permitted on any lot in the Development.

B. Conformance With Master Plan. All lots shall have improvements constructed thereon that are in the general location and in conformance with the Master Plan. In this regard the

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location of each residence as shown on the Master Plan is designed to maximize the views to be enjoyed by all the lots. The placement of a residence on an individual lot requires, in the discretion of the Committee, a balance between proper development of the lot and maintaining the Northerly and Easterly views. It shall be grounds for the Committee to refuse the approval of the location of a residence on a particular lot or the location of accessory buildings or landscaping which substantially impairs the Northerly and Easterly view of the remaining lots.

C. Common Areas. All areas in the Development designated as common areas, are those areas which shall be administered by the Association for the benefit of the Lone Tree Estates Development, but shall remain private property and Declarant's recordation of a map showing such common areas shall not be construed as a dedication to the public of any such common areas located therein.

1. Description. For purposes of this Declaration, the common areas of the Development shall consist of the private roadways designated as Cassas Court, the roadway or driveway to the most Northerly lots in the Development, the easement in favor of the Steamboat Ditch Company which consists of the Easterly boundary of the Development, and all ditches and water courses necessary for the development of the water rights appurtenant to the lots in the Development, and the slopes and slope easements located on MacFarlane Drive.

2. Ownership. Declarant will convey title to lots encumbered by the common areas to the individual lot owners, but all rights of administration and maintenance shall be transferred to the Association (except as set forth herein).

3. Use. The use and enjoyment of said common areas and improvements thereon, whether before or after transfer to the Association, shall be subject to the powers of the Association as set forth in its articles and by-laws and to rules and regulations governing the use of such property and improvements as may from time to time be adopted by the Board of the Association.

4. Maintenance. Maintenance of such common areas and repairs to any improvements thereon shall be the obligation and responsibility of Declarant until conveyance thereof to the Association; thereafter the Association shall have sole responsibility therefor.

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III. RESIDENTIAL RESTRICTIONS. The following shall be applicable to all lots and parcels within the Development, and each owner, as to his lot or parcel, covenants to observe and perform the same:

A. Accessory Outbuildings. No accessory outbuildings (e.g. garages, barns and livestock facilities) shall be erected on any lot or parcel prior to the erection thereon of a dwelling, except that an owner of two lots or parcels may locate accessory outbuildings on lots or parcels other than the location of his residence. In no event shall any accessory outbuilding or temporary structure ever be used for human occupancy or habitation except such guest houses or servants quarters as may be approved in writing by the Committee. All such accessory outbuildings may be constructed only as may be approved in writing by the Committee.

B. 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 ninety (90) consecutive days or which have been partially or totally destroyed and not rebuilt within a reasonable period shall be deemed nuisances. Declarant or the Association may remove any such nuisance or repair or complete the same at the cost of the owner provided the owner has not commenced required work within thirty (30) days after written notice thereof is given to the owner, or if such owner cannot be found, after the lapse of thirty (30) days from posting a notice to commence such work upon the property. Such notice shall state the steps to be taken to eliminate the nuisance.

C. Prohibition Against Used Structures. No used or existing or previously constructed buildings or structures, intended for use as a dwelling or outbuilding, shall be placed on any lot from the date of recording this Declaration.

D. Maintenance of Lots. All lots and parcels, whether vacant or improved, occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly, unsanitary or a hazard to health. If not so maintained, the Association shall have the right, after giving thirty (30) days written notice in like manner as above set forth in subparagraph B, through its agents and employees, to undertake such work as may be necessary and desirable to remedy the unsightly, unsanitary or hazardous condition, the cost of which shall be added to and become a part of the annual assessment to which such lot is subject. The Board of Directors has sole discretion as to what is unsightly or unsanitary. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work as performed nor shall the Association or any of its agents or employees be liable for any failure to exercise its right to so maintain any parcel or lot.

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E. Disposal of Sanitary Waste. All permanent plumbing fixtures, dishwashers, toilets or garbage disposal systems shall be connected to an approved sanitary septic system

F. Fences. All fences fronting on MacFarlane Drive and Cassas Court shall be "split rail" construction consisting of three cross members. The Committee shall establish a standard detail and specification for construction of the split rail fencing. Interior fences shall be of split rail construction or other material approved by the Committee. There shall be no fences or walls over five (5) feet in height anywhere within the Development without Committee approval. There shall be no chainlink, woven wire or any type of wire fence within the Development except for pet enclosures and swimming pools as approved by the Committee and as a back fence to lots adjacent to the Steamboat Ditch. All fences and walls shall be approved by the Committee prior to installation and detailed plans therefor shall be submitted to the Committee as in the case of other structures. Nothing herein contained shall prevent necessary erection of retaining walls required by topography and approved by the Committee.

G. Nuisances. No noxious or offensive activities 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, construction materials not for immediate use, compost materials and similar matter 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.

H. Signs. Other than during the construction of houses, no signs, billboards or advertising structures of any kind may be displayed on any lot or parcel except upon application to and written permission from the Committee. The Committee shall not unreasonably withhold permission with respect to signs advertising a lot or parcel for sale, however the Committee may provide such signs of a standard size and color with space provided for the name and telephone number of the seller or seller's agent, which signs only shall be used if provided.

I. Garbage and Refuse Disposal. There shall be no exterior burning of trash, garbage or other like household refuse without a permit from the Committee, nor shall any owner accumulate on his lot junked or unsightly vehicles or litter, refuse or garbage, except in receptacles provided for such purposes.

J. Concealment of Fuel Storage Tanks and Trash Receptacles. Fuel storage tanks on any lot shall be buried or substantially screened and landscaped. Every receptacle for ashes, trash, rubbish or garbage shall be installed underground or be so placed and kept as not to be visible from any street, lot, parcel or

common area within the Development except at the times when refuse collections are made.

K. Antennas. Radio transmitting and receiving antennas for short wave or ham radio installations will not be installed on any lot or parcel without the express written permission of the Committee. Television antenna will be allowed, however, the height will not exceed ten (10) feet above highest point of roof line. Satellite receiving dishes for private television reception will be allowed if properly screened and landscaped.

L. Defacing or Removal of Common Area Improvements. No tree, shrub or improvement within a common area shall be defaced or removed except at the express direction of the Association.

M. Limited Access. There shall be no access to any lot or parcel on the perimeter of the Development except from designated streets or roads as shown on recorded maps of the Development.

N. Resubdivision or Joinder of Lots. No lot or parcel shall be further subdivided nor shall there be any severance of the surface and subsurface rights. The owner of two or more contiguous lots may apply to the Committee for permission to use such lots as the site of a single dwelling. Declarant reserves, however, the right to join Lot 4 of Parcel Map #1369 and Lot 4 of Parcel Map 1368 with contiguous property for purposes of further parcelization.

O. Operation of Motor Vehicles. No motorized vehicle shall be operated in any area within the Development except on a street or driveway; provided however, that tractors, backhoes and other such equipment required for the maintenance of landscaping, ditches and water courses and other such maintenance shall be permitted.

P. Utility Lines. All utility lines and connections within the Development shall be placed underground. No light shall be suspended from a pole in excess of ten (10) feet from the ground within the Development except those owned and maintained by the Declarant or the Association or as expressly approved in writing by the Committee.

Q. No Commercial Enterprise. No business or commercial enterprise shall be performed or conducted upon any lot or within any dwelling or outbuilding within the Development, provided however, that activities related to raising and the sale of livestock shall not be considered as a business or commercial enterprise for purposes of this Declaration. Nothing herein contained shall be construed as preventing the construction of improvements within the Development approved by the Committee.

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R. Temporary Structures. No temporary structure of any form or type shall be permitted on any lot or parcel except during construction of a specific unit on that lot or parcel.

S. Peaceful Enjoyment. No use of any lot or structure within the Development shall annoy or adversely affect the use, value, occupation and enjoyment of adjoining property or the general neighborhood. Final determination within these bounds shall be left to the decision of the Association.

T. Excavation. No excavation for minerals, stone, gravel or earth shall be made upon any lot other than excavation for necessary construction purposes relating to main dwelling units, retaining walls, outbuildings and pools, and for the purpose of contouring, shaping, landscaping, erection of permitted fencing generally improving any lot.

U. Certificate of Occupancy. A certificate of occupancy must be issued by the Washoe County Building Department prior to occupancy of any dwelling unit.

V. Clothes Lines. No clothes lines shall be constructed or erected which would be visible from any street, common area or other lot.

W. Landscaping. Within eight (8) months of completion of the main dwelling unit, the area immediately surrounding the single family dwelling shall be landscaped consistent with approved landscape plans in a manner suitable to the character and quality of LONE TREE ESTATES Architectural Committee, and all landscaping shall be maintained to harmonize with and sustain the attractiveness of the Development.

X. Garages or Carports. Every single family dwelling unit constructed within the subdivision shall have on the same lot or parcel enough covered automobile storage space for at least two automobiles.

Y. No Commercial Leasing. No owner of any lot shall participate in any plan or scheme for the rental of the improvements on such lot, nor shall any such lot be operated as a commercial venture. Nothing in this paragraph shall prevent an owner of a lot from renting the lot and improvements thereon during periods of such owner's absence nor in conjunction with raising livestock.

IV. WATER RIGHTS AND IRRIGATION SYSTEM.

A. Water Rights. Water rights shall be conveyed and transferred by the Declarant and shall become appurtenant to each individual lot. Water rights may not be severed from the land and shall not be sold, assigned or transferred except in conjunction with the sale or transfer of an individual lot. Although title to the water rights remain in each individual lot owner, all water

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rights shall be administered by the Association and the utilization of water rights shall be in accordance with rules and regulations established by the Association.

B. Rotation System. Water rights shall be utilized upon a rotational system in conformance with the rules and regulations established by the Association.

C. Irrigation Ditches. The primary irrigation ditches conveying water from the Steamboat Ditch to each individual lot or parcel shall be designated on the map showing the master plan. Each individual owner shall be responsible to provide his own secondary network of ditches for irrigation on an individual lot or parcel. Each lot owner shall also be responsible for proper drainage from his lot or parcel and prevent water from running onto adjoining lots or parcels or onto roadways, driveways, easements or any common areas.

D. Easements. The primary irrigation ditches from the Steamboat Ditch shall be considered as easements running with the land and shall be for the benefit of all parcels and lots in the Development. The Association shall have the unrestricted right to go on to any lot or parcel for purposes of maintaining the ditches and to allow the unrestricted flow of water for irrigation purposes. The location of primary irrigation ditches shall be changed if in the discretion of the Association it is necessary to fully utilize the water rights being administered by the Association.

V. THE ARCHITECTURAL CONTROL COMMITTEE.

A. General Powers. All improvements constructed or placed on any lot must first have the written approval of the Committee. Such approval shall be granted only after written application has been made to the Committee in the manner and form prescribed by it. The application, to be accompanied by not less than two (2) sets of plans and specifications, shall show the location of all improvements, if any, existing upon said lot, the location of the improvement proposed to be constructed, the existing topography to two foot contours and finished grades on the entire lot to two foot contours; front, rear and all side elevations, all cuts and fills, the color and composition of all exterior materials to be used, landscape plan, and any other information which the Committee may require, including soil and engineering reports and recommendations, if requested by the Committee. In the event a lot owner desires to redecorate the exterior of any existing structure, it shall only be necessary to submit the new proposed color scheme to the Committee for its approval. Remodeling or adding to existing structures or making structural changes shall require the lot owner to submit complete plans therefore to the Committee as in the case of erecting new structures. Failure of the Committee to comment on any application, properly submitted, within forty-five (45) days of receipt by the Committee at its office shall be deemed approval of

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such application by the Committee. The Committee shall have the power to render decisions on such other matters as are referred to the Committee under this Declaration, or as may be referred to the Committee by the Association with the Committee's consent, with applications for such decisions and the rendering thereof to be in accordance with such rules and regulations as may from time to time be adopted by the Committee. Committee comments with respect to any application shall be strictly followed. If requested by the Committee, Applications must be resubmitted to the Committee, in which case the Committee shall have forty-five (45) days after the resubmission to comment thereon.

B. Committee Membership. The Committee shall be composed of not less than three (3) nor more than five (5) members, to be appointed by Declarant, at least one of whom shall be a qualified member of one of the allied physical design professions (i.e., civil engineer, architect, land planner, etc.). Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, except that the Committee need have no more than three (3) members. The power to appoint or remove Committee members shall be transferred permanently to the Association upon the sale by Declarant of a majority of the lots or parcels within the Development, or at any time prior thereto at the discretion of the Declarant.

C. Grounds for Disapproval. The Committee may disapprove any application:

1. If such application does not comply with this Declaration;

2. Because of the reasonable dissatisfaction of the Committee with grading plans, location of the proposed improvement on a lot, finished ground elevation, color scheme, finish, design, proportions, architecture, shape, height or style of the proposed improvement, the materials used therein, the kind, pitch or type of roof proposed to be placed thereon; or

3. If, in the judgment of a majority of the Committee reasonably exercised, there is a substantial deviation from the Master Plan or the proposed improvement will be inharmonious with the development or with the improvements erected on other lots.

D. Rules and Regulations. The Committee may from time to time adopt written rules and regulations of general application governing its procedures and approval criteria which may include, among other things, provisions for the form and content of applications; required number of copies of plans and specifications; provisions for notice of approval or disapproval, and various approval criteria. Copies of such rules shall if

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adopted be available to each buyer of a lot or parcel within the Development at the time of close of escrow and shall be maintained at the office of the Committee.

E. Variances. The Committee may grant reasonable variances or adjustments from the provisions in this Declaration where literal application thereof results in unnecessary hardship and if the granting thereof in the opinion of the Committee will not be materially detrimental or injurious to owners of other lots.

F. Certification of Compliance. At any time prior to completion of construction of an improvement, the Committee may require a certification, upon such form as it shall furnish, from the contractor, owner or a licensed surveyor that such improvement does not violate any set-back rule, ordinance or statute, nor encroach upon any easement or right-of-way of record.

G. Administrative Fees. As a means of defraying its expenses, the Committee shall require a reasonable filing fee to accompany the submission of plans and specifications.

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

I. Principal Office. The principal office of the Committee shall be at One East Liberty Street, Suite 504, Reno, Nevada, or at such other address as the Committee shall notify the Association in writing from time to time.

J. Enforcement. In the event any improvement shall be commenced without Committee approval as herein required or in the event any improvement is constructed not in conformance with plans therefor approved by the Committee, the same shall constitute a violation of this Declaration. In addition to the remedies for violation of any portions of this Declaration set forth in Section X below, the Committee shall also have the power and authority to institute legal or other appropriate proceedings to enjoin or otherwise prevent a violation of the provisions of this section provided, however, that no suit or other proceeding shall be commenced by the Committee after the expiration of ninety (90) days from such violation coming to the attention of the Committee in writing.

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VI. LONE TREE ESTATES, LTD., A NONPROFIT CORPORATION
(The Association).

A. General. The Association is a Nevada nonprofit corporation organized to maintain, develop and operate the common areas of the development and any improvements located thereon. The Association shall have such powers in the furtherance of its purposes as are set forth in its Articles and By-Laws.

B. Control of Association by Declarant. Until such time as a majority of the lots in the Development are sold, Declarant shall have sole management of the Association and the right to vote all memberships therein on all matters which may properly be voted on by members and such right herein set forth shall constitute, without further documentation, an irrevocable proxy coupled with an interest in favor of Declarant. After a sale of a majority of the lots or parcels in the Development, all owners of lots within the Development shall exercise full ownership rights with respect to said Association.

C. Membership. Membership in the Association is limited to owners of single family lots and to owners of undeveloped portions of the development and is automatic with and appurtenant to such ownership and may be represented by a membership certificate; provided, however, that no such certificate shall be transferred on the books of the Association until all prior charges and assessment against said membership shall have been paid in full. No other persons may become members.

D. Membership Rights, Privileges and Obligations. The rights and duties, privileges and obligations appertaining to membership in the Association, including voting rights and assessment obligations, and penalties for failure to comply with the Association's Rules and Regulations are as set forth in its Articles and By-Laws.

E. Duties of Association. The Association shall have the duty of enforcing the provisions of this Declaration including the duty to commence and maintain an action to enjoin any breach or threatened breach of the provisions hereof. In addition to such enforcement remedies as may be contained in the Articles and By-Laws of the Association, failure of any member to comply with the Rules and Regulations of the Association shall be deemed to be a violation of this Declaration and enforceable by the Association as other violations of this Declaration. The Association shall be expressly required to maintain and repair and otherwise to manage to high standards all common areas owned by the Association, including the private roadways and irrigation ditches general described as the common area.

The Association shall be charged with the express duty to provide, for removal of ice and snow from roads and parking areas maintained by the Association at any time when such a condition may restrain access within the Development of present a hazard. The

Association shall either contract for snow and ice removal or acquire equipment and hire personnel to effect the provisions of this paragraph. In the event that snow removal operations require exporting of snow or ice from roads or parking areas, said material will be exported outside the perimeter of the development to a suitable location. If a suitable location is not available, then material will be deposited within the perimeter of the development on an open area in such a manner as to not unreasonably restrict access or create a hazard to any road, parking area or common walkway.

VII. ASSESSMENTS.

A. General. Pursuant to the powers granted to it in its Articles and By-Laws, the Association is hereby expressly authorized and empowered to levy annual and special assessments against all lots in the Development, including those of Declarant or to levy special assessments against individual lots or parcels that are specially benefited from maintenance or improvements.

B. Annual Assessments. Within thirty (30) days prior to the commencement of each calendar year, the Board shall consider the current and future needs of the Association (excluding expenditures for which Special Assessments may be levied) and, in light of those needs, shall fix by resolution the amount of annual assessment for purposes, other than capital improvements or acquisitions, to be levied against each lot in the Development, which amount shall be a debt of the owner thereof at the time such change is made. Until such time as the majority of the lots or parcels in the Development are sold, all costs of undertaking and carrying out the duties of the Association shall be paid by Declarant.

C. Special Assessments. Special assessments may be made by the Board upon an affirmative vote of a majority of the memberships representing lots so assessed, upon a determination by the Board that such assessment is necessary for capital improvements of Association property or for purposes related to the health, safety and welfare of such lot owners or for the acquisition of additional Association property. No such special assessment shall be levied without benefit of a hearing for which at least twenty (20) days' written notice shall be given to all affected lot owners. Special assessments may be made by the Board against any lot to secure the liability of the owner thereof to the Association arising out of any breach of the provisions of this Declaration by such owner, which breach shall require the Association to expend funds by virtue thereof.

D. Notice. The secretary shall mail to each Owner whose lot is assessed, at such owner's address within the Development, written notice of each annual or special assessment and the time and manner for payment thereof at least two (2) weeks prior to the time such assessment is due and payable to the Association.

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E. Collection and Lien. Annual assessments shall be paid either quarterly or monthly as determined by the Board. The amount of any special assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If any assessment payment is not paid on the date required, with ten (10) days grace, the entire amount of such assessment, including any deferred portion of an annual assessment, plus any other charges thereon, including interest at ten percent (10%) per annum from date of delinquency and costs of collection, including attorney's fees, if any, shall constitute and become a lien on the lot so assessed when the Board causes to be recorded in the Office of the County Recorder of Washoe County, Nevada, a notice of delinquent assessment which shall state the amount of such assessment and such other charges and a description of the lot which has been assessed. Such notice shall be signed by the President or Secretary of the Association on behalf of the Association. Upon payment of said assessment and charges, or other satisfaction thereof, the Board shall, within a reasonable time, cause to be recorded a further notice stating the satisfaction and the release of said lien.

F. Priority of Lien. Conveyance of any lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment.

G. Enforcement. The lien provided for herein may be enforced by sale of the property which is subject to a notice of delinquent assessment, such sale to be made by the Association or any of its authorized officers or attorneys in accordance with the provisions of Covenants numbered 6, 7 and 8 of NRS 107.030 and in accordance with the provisions of NRS 107.080 and 107.090 applicable to the exercise of powers of sale in deeds of trust, or in any other manner provided by law. In exercising the power of sale herein contained, the Association shall be deemed to occupy the position of Trustee and Beneficiary and the delinquent lot owner the position of defaulting Trustor. In addition to the above enumerated items constituting the lien, the Association may also realize from the sale the costs of such sale together with a reasonable attorney's fee. The Association may be a bidder at the sale.

H. Proof of Payment. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.

I. Suspension. The Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership, including voting rights, on account thereof to any owner or to any person claiming under them unless or until all assessments and charges to which they are subject have been brought current.

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

VIII. EASEMENTS.

A. Reservations. The following easements also constituting irrevocable licenses over each lot or parcel and the common areas and the right of ingress and egress to the extent reasonably necessary to exercise such easements and irrevocable licenses are reserved to Declarant and its licensees and where applicable for the benefit of the Association.

1. Utilities. Such utility easements as are shown on parcel maps that make up LONE TREE ESTATES Development recorded from time to time together with the right to extend all utility services within such easements to other areas being developed within the Development itself or contiguous to LONE TREE ESTATES for the installation, maintenance and operation of all utilities, and the accessory right to locate or to cut, trim or remove trees and plantings whatever necessary in connection with such installation, maintenance and operation.

2. Slope and Drainage. An easement coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses.

3. Irrigation Ditches and Water Courses. All ditches and water courses from Steamboat Ditch for the proper utilization of the water rights administered by the Association shall be considered as easements which burden and benefit each individual lot.

4. Private Streets. An easement on, over and under all streets in the Development for the purpose of installing, maintaining and operating utilities thereon or thereunder to all portions of the LONE TREE ESTATES Development; for purposes of drainage control; for access to any lot or parcel within the Development; and for the purposes of maintenance of such streets and for providing access to undeveloped portions of the Development for any and all purposes at any and all times, including, but not by way of limitation, the right to use said streets during construction of improvements on undeveloped portions of the Development and as may be necessary from time to time in connection with maintenance and repair and operation of Steamboat Ditch and the irrigation system.

5. Other Easements. Any other easements shown on the maps of the development recorded from time to time with the Washoe County Recorder.

6. Transfer of Easements. A conveyance of common areas to the Association shall transfer to such Association all easements herein reserved to Declarant which are necessary or convenient to the obligation of the Association to carry out its duties prescribed herein and in its Articles and By-Laws, which transfer shall not diminish the rights in and to said easements herein reserved. Nothing set forth herein shall be construed to impose on Declarant any duty or obligation of maintenance of roads, utility lines, common areas or improvements thereon after conveyance of the common areas on which such may be located to the Association. Declarant reserves to itself and its licensees the right to extend any and all utility lines (water, electrical, etc.), roads and any other improvements necessary to complete development and as may be necessary with respect to development contiguous to LONE TREE ESTATES.

B. Use or Maintenance by Owners. The areas of any lot affected by the easements reserved herein shall be landscaped and maintained continuously by the owner of such lot, but no structures shall be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purposes herein set forth.

C. Liability for Use of Easement. No owner shall have any claim or cause of action against Declarant, the Association, their respective successors and assigns, arising out of the use or nonuse of any easement reserved hereunder or shown on any parcel map.

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

IX. ANNEXATION.

A. Property to be Annexed. Declarant may, from time to time and in its sole discretion, annex to LONE TREE ESTATES any other real property which constitutes a portion of the Development.

B. Manner of Annexation. Declaration shall effect such annexation by recording a map of the real property to be annexed and by recording a Supplemental Declaration which shall:

1. Describe the real property being annexed;

2. Declare that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration; and

3. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property.

Upon the recording of such map and Supplemental Declaration, the annexed area shall become a part of the Development and shall be subject to the provisions hereof, as supplemented, as fully as if such area were part of the Development on the date of recording of this Declaration.

X. REMEDIES.

A. Enforcement. Declarant and each person to whose benefit this Declaration inures, including the Association, may proceed at law or in equity to prevent the occurrence, continuation or violation of any provision of this Declaration, and the court in such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

B. Suspension of Privileges. The Board may, anything herein to the contrary notwithstanding, suspend all voting rights and all rights to use the Association's common areas of any owner for any period during which any Association easement against such owner's property remains unpaid, or during the period of any continuing violation of the provisions of this Declaration by such owner after the existence thereof has been declared by the Board, including a violation by virtue of the failure of a member to comply with the Rules and Regulations of the Association.

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

XI. GRANTEE'S ACCEPTANCE.

Each grantee or purchaser of any lot or parcel shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot or parcel, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of Declarant and of the Association. By such acceptance

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such grantee or purchaser shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and to and with the grantees and subsequent owners of each of the other lots or parcels in the Development to keep, observe, comply with and perform all of the provisions of this Declaration.

XII. SEVERABILITY.

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XIII. CAPTIONS.

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

XIV. TERM AND AMENDMENT.

The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Development until January 1, 2000, after which time the same shall be extended for successive periods of ten (10) years each. Prior to January 1, 2000, this Declaration may be amended by the affirmative vote of a majority of the then owners of all lots in the Development entitled to vote by recording an amendment to this Declaration duly executed by (a) the requisite number of such owners required to effect such amendment or (b) the Association, in which latter case such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such owners to effect such amendment, certified by the secretary of the Association.

XV. INTERPRETATION.

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

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

MACPARRANE AND CASSAS, a
Partnership

By 

B2096P0300

STATE OF NEVADA)
 :
COUNTY OF WASHOE)

On this 25th day of September, 1983, personally appeared before me, a Notary Public, FRANK CASSAS, known to me to be a Partner of MACFARLANE & CASSAS, a Partnership, who acknowledged to me that he executed the foregoing instrument.



NOTARY PUBLIC



82096P0301

SUPPLEMENTAL DECLARATION

LONE TREE ESTATES

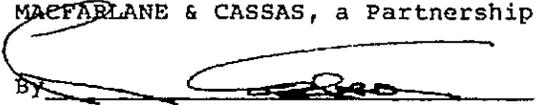
This Supplemental Declaration covers the first portion of the Development generally known as LONE TREE ESTATES, and more particularly described as follows:

Parcels Nos. 1 through 4 as shown on Parcel 1368, "PARCEL MAP FOR FROST RANCHES", recorded as Document No. 812804, filed September 1, 1982, Official Records of Washoe County, Nevada.

Parcels Nos. 1 through 4 as shown on Parcel 1369, "PARCEL MAP FOR FRANK CASSAS", recorded as Document No. 812806, filed September 1, 1982, Official Records of Washoe County, Nevada.

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration this 25th day of September, 1983.

MACFARLANE & CASSAS, a Partnership

By 

STATE OF NEVADA)
 : SS.
COUNTY OF WASHOE)

On this 25th day of September, 1983, personally appeared before me, a Notary Public, FRANK CASSAS, known to me to be a partner of MACFARLANE & CASSAS, a Partnership, who acknowledged to me that he executed the foregoing instrument.


NOTARY PUBLIC

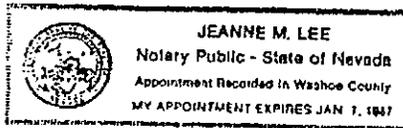


EXHIBIT "A"

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COUNTY OF LOS ANGELES
 DEPARTMENT OF PUBLIC WORKS
 Frank Cassese
 84 NOV 20 AM 11:52
 P.O. Box 2790
 Reno, NV 89505
 COUNTY OF LOS ANGELES
 FEE \$6.00 DEPT. 98
 963109

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812805

DECLARATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, FRANK CASSAS and MARSHA CASSAS are the owners of all the real property more particularly described in Document No. 812806, recorded as Parcel Map No. 1367, on Sept. 1, 1982, located in the County of Washoe, State of Nevada.

WHEREAS, the undersigned have requested Washoe County to approve a Parcel Map for said real property,

NOW, THEREFORE, the undersigned, for and in consideration of the premises and in consideration of the approval of a Parcel Map for the real property described herein, do hereby covenant and agree:

1. Testing has indicated that soil conditions adverse to sewage disposal exist on portions of the parcels delineated on the real property described herein. Additional testing may be required and testing may result in a determination by the Washoe County District Board of Health that certain lots are unsuitable for the installation of individual sewage disposal systems. In that event, a variance would be required from the Board's Regulations Governing Individual Sewage Disposal Systems. The granting of such a variance is discretionary with the Board.

2. All sewage disposal system designs shall be approved by the Washoe County District Health Department prior to issuance of a septic permit for any lot included on the real property. For information contact 785-4290.

3. The undersigned covenant and agree that in the event of any interference with the septic systems located on the property from surface or subsurface water from the Steamboat Ditch, then the undersigned shall immediately correct any cause of such interference.

4. The foregoing covenants and agreements shall be construed as covenants running with the land and shall inure to the benefit of all successors and assigns, enforceable both in law and in equity.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Declaration of Covenants this 30 day of August, 1982.

FRANK CASSAS
MARSHA CASSAS

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SEP 1 1982

Return to Washoe Co Engineer, 1205 W. 1st

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this 26th day of August, 1982, personally appeared before me, a Notary Public, FRANK CASSAS and MARSHA CASSAS, who acknowledged that they executed the foregoing instrument.

JUANNE M. LEE
Notary Public State of Nevada
Washoe County
My Commission Expires Jan. 7, 1983

Juanne M. Lee
NOTARY PUBLIC

812805

