

WORKING COPY
INFORMATION ONLY

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 David & Joanna Murphy as required by the Warm Springs Specific Plan at WSSP.8.1.

BILL NO. _____

ORDINANCE NO. _____

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 WTPM22-0009 (Murphy) - Which is a tentative parcel map dividing a 40.23-acre parcel (APN 077-140-03) into three parcels of 30.23 acres, 5.0 acres, and 5.0 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. The development agreement also specifies the denser development potential available on the property, which in this case would result in one residential parcel of 30.23 acres and two residential parcels of 5 acres. Finally, 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.

DRAFT: September 9, 2022

The applicants and property owners are David & Joanna Murphy. The subject site is approximately 40.23 acres in size and is located at 1555 Sharrock Road. The Assessor's Parcel Number is 077-140-03. The Master Plan Category is 62% (24.94 acres) Suburban Residential (SR) and 38% (15.28 acres) Rural (R), and the Regulatory Zone is 62% (24.94 acres) Low Density Suburban (LDS) and 38% (15.28 acres) General Rural (GR).

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 David & Joanna Murphy, attached hereto as Attachment A-1 is hereby APPROVED by this ordinance. The Murphy's shall ensure that the Development Agreement is recorded in the Office of the Washoe County Recorder 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.

DRAFT: September 9, 2022

- 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 _____ (month) _____ (day), 2022.

Proposed by Commissioner _____.

Passed _____ (month) _____ (day), 2022.

Vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Absent: Commissioners _____.

Attest:

Janis Galassini, County Clerk

Vaughn Hartung, Chair
Washoe County Commission

This ordinance shall be in force and effect from and after the 5th day of the month of November of the year 2022.

When recorded, return to:
David & Joanna Murphy
2345 Red Oak Drive
Santa Rosa, CA 95403

APNs: 077-140-03

Recorder Affirmation Statement: The undersigned hereby affirms that this document, including any exhibit, hereby submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030(2)).

Attachment A-1

DEVELOPMENT AGREEMENT
PURSUANT TO WASHOE COUNTY CODE SECTION 110

THIS AGREEMENT (“Agreement”) is made by and between, on the one hand, David Murphy and Joanna Murphy, husband and wife, their agents and successors including developers and eventual parcel owners (collectively the “Landowners”), 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, Landowners represent that he and she have complete and sole fee title ownership of the subject real property, the legal description of which is set forth in 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 County Commissioners on September 22, 1992; and has been amended to include 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 077-140-03, consisting of approximately 40

acres in the Warm Springs area (the “Property”) as more particularly described in Exhibit “A”, attached hereto.

1.2 Large Acreage Residential Improvements. There is an existing well that has run dry on site. This well is intended to be abandoned in the future. 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 three (3) lots, consisting of two (2) 5-acre lots and 1 30.23-acre lot (the “Project”). (See plot map, attached hereto in 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. Landowners shall only be permitted to divide the existing 40-acre parcel (APN 077-140-03) to a density allowed by the foregoing Warm Springs Plans, laws, rules, and regulations, as shown on any tentative or final maps. However, Landowners 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 077-140-03, 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, 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. Landowner may apply once to the Board of County Commissioners for a three-year extension of this initial term, provided that the law and regulations existing at the time of action by the Board to grant the extension shall thereafter govern the Property. The Board’s action shall be at its discretion.

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, the Code, and any future discretionary development approvals and conditions of approval by the County. The Property is currently designated with a regulatory zone of 62% “Low Density Suburban” and 38% “General Rural,” on the Warm Springs Specific Plan Land Use Plan, as depicted in Exhibit “B” hereto. These regulatory zone designations, as stated by the Code, are intended to provide general land use descriptions.

The description of the Low-Density Suburban Regulatory Zone is:

The Low-Density Suburban (LDS) Regulatory Zone is intended to create and preserve areas where single-family, detached homes on one (1) acre lots are predominant. Small neighborhood commercial uses may be permitted when they serve the needs of residents and are compatible with the residential character of the area. The maximum number of dwelling units that may be located in this regulatory zone is one (1) unit per one (1) acre. The minimum lot area in this regulatory zone is thirty-five thousand (35,000) square feet. WCC 110.106.15(f).

The description of the General Rural Regulatory Zone is:

The General Rural (GR) Regulatory Zone is intended to identify areas that are:

- (1) Remote and will have no or very low-density development (i.e. one (1) dwelling unit per forty (40) acres),
- (2) Remote but where unique developments may occur (e.g. destination resorts).
- (3) Suitable for more intensive resource extraction, including energy production, and
- (4) Suitable for large scale agricultural and/or grazing operations. This regulatory zone identifies areas that may have one or more of the following characteristics:
 - (i) Floodplains. The parcel or area is within the 100-year floodplain identified on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) or other potential floodplain areas identified by the Washoe County Department of Public Works.
 - (ii) Potential Wetlands. The parcel or area is within a "potential wetland area" as identified by the U.S. Army Corps of Engineers (COE) or other potential wetland areas

identified by the Washoe County Department of Community Development and the Washoe County Department of Public Works.

- (iii) Slopes. The parcel or area has moderate slopes (between fifteen (15) and thirty (30) percent) or steep slopes (thirty (30) percent or steeper) based on the best available topographic information.
- (iv) Public Ownership. The parcel or area is under public ownership.
- (v) Remote Location Lacking Infrastructure. The parcel or area is in a remote location that does not have public infrastructure adjacent to or near the site.
- (vi) Agriculture and Grazing. The parcel or area is actively engaged in agricultural production or livestock grazing.
- (vii) Resource Extraction and Energy Production. The parcel or area is suitable for, or is currently engaged in, resource extraction related uses or energy production.
- (viii) Conservation of Natural Resources and Open Space. The parcel or area has unique natural resources, scenic quality, habitat value, or open spaces.

Section 110.106.15(a). 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 parcel map or subdivision improvement agreements for future, final maps.

2.1.7 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 David and Joanna Murphy 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 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.

2.3 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.

2.4 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.

2.5 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 SADs and GIDs. Owner offers to and hereby agrees to waive protest in any special assessment district or general improvement district proceedings and agrees to cooperate fully therewith.

3.6 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.

3.7 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.

3.8 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
Program
1001 East Ninth Street
Reno, NV 89512

To Owner: David Murphy and Joanna Murphy
2345 Red Oak Dr.
Santa Rosa, CA 95403

3.9 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.

3.10 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.

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

3.12 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.

3.13 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]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Date above last written below.

LANDOWNER:

David Murphy

By: _____

Date: _____

Name: David Murphy

Title: Landowner

Joanna Murphy

By: _____

Date: _____

Name: Joanna Murphy

Title: Landowner

COUNTY:

**COUNTY OF WASHOE, a political
subdivision of the State of Nevada, BY
ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____

Date: _____

Name: Vaughn Hartung

Title: County Commission Chair

ATTEST:

Jan Galassini, County Clerk

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,
2022, by David Murphy, Landowner

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,
2022, by Joanna Murphy, Landowner

Notary Public
My Commission Expires: _____

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,
2022, by Vaughn Hartung, Chairman of the Washoe County Commission

Notary Public
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION – PARCEL MAP SUBMITTAL

Parcel 1:

Parcel 21-2-1-3 as shown on Record of Survey Map filed in the office of the Washoe County Recorder, Washoe County, Nevada, on October 29, 1975, under File No. 383413 and Division of Land Map filed in the office of the Washoe County Recorder, Washoe County, Nevada under File 383418, more particularly described as follows:

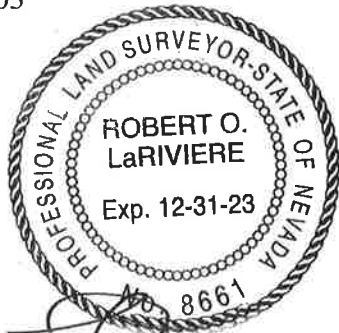
Parcel 2:

An easement for ingress and egress as granted to the Palomino Valley General Improvement District as set forth in a document recorded October 29, 1975, as Document No. 383502, in book 927, Official RECORDS, Page 368, Washoe County, Nevada.

The above legal description is contained in a title report prepared by First Centennial Title Company of Nevada, Order No. P-21017092-A-RT, dated February 11, 2022.

The purpose of this legal description is to describe a parcel of land submitted to Washoe County for a Parcel Map Submittal and is not for conveyance purposes.

APN: 077-140-03





Robert O. LaRiviere, P.L.S. 6450
CFA Inc.
1150 Corporate Blvd.
Reno, NV 89502

7-7-2022

OWNERS CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED, DAVID MURPHY AND JOANNA MURPHY, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP, ARE THE OWNERS OF THE TRACT OF LAND REPRESENTED ON THIS PLAT AND HAS CONSENTED TO THE PREPARATION AND RECORDATION OF THIS PLAT, AND THAT THE SAME IS EXECUTED IN COMPLIANCE WITH AND SUBJECT TO THE PROVISIONS OF N.R.S. CHAPTER 278. THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON ARE HEREBY GRANTED TOGETHER WITH THE RIGHT OF ACCESS TO ALL PUBLIC UTILITY, CABLE TV COMPANIES AND TRUCKEE MEADOWS WATER AUTHORITY, THEIR SUCCESSORS AND ASSIGNS. THE OWNER AND ITS ASSIGNS AGREE TO THE USE OF RESIDENTIAL WATER METERS.

DAVID MURPHY AND JOANNA MURPHY, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

BY: DAVID MURPHY _____ DATE _____

BY: JOANNA MURPHY _____ DATE _____

OWNER ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____, BY DAVID MURPHY.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

OWNER ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } S.S.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____, BY JOANNA MURPHY.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

TITLE COMPANY CERTIFICATE COMMITMENT NO. P-21017092-A-RT-1

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT HAS BEEN EXAMINED AND THAT DAVID MURPHY AND JOANNA MURPHY, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH THE RIGHT OF SURVIVORSHIP, OWN OF RECORD AN INTEREST IN THE LANDS DELINEATED HEREON AND THAT THEY ARE THE ONLY OWNERS OF RECORD OF SAID LAND; THAT THERE ARE NO SECURITY INTEREST HOLDERS, THAT ALL THE OWNERS OF RECORD OF THE LAND HAVE SIGNED THE FINAL MAP; AND THAT THERE ARE NO LIENS OF RECORD AGAINST THE LANDS DELINEATED HEREON, OR ANY PART THEREOF, FOR DELINQUENT STATE, COUNTY, MUNICIPAL, FEDERAL OR LOCAL TAXES OR ASSESSMENTS COLLECTED AS TAXES OR SPECIAL ASSESSMENTS, AND THAT A GUARANTEE DATED _____, 20____ FOR THE BENEFIT OF THE COUNTY OF WASHOE, STATE OF NEVADA, HAS BEEN ISSUED WITH REGARD TO ALL OF THE ABOVE.

FIRST CENTENNIAL TITLE COMPANY OF NEVADA

JULIE M. MORENO, TITLE OFFICER _____ DATE _____

TAXATION CERTIFICATE (APN: 077-140-03)

THE UNDERSIGNED HEREBY CERTIFIES THAT ALL THE PROPERTY TAXES ON THE LAND FOR THE FISCAL YEAR HAVE BEEN PAID AND THAT THE FULL AMOUNT OF ANY DEFERRED PROPERTY TAXES FOR THE CONVERSION OF THE PROPERTY FROM AGRICULTURE USE HAS BEEN PAID PURSUANT TO NRS 361A.265.

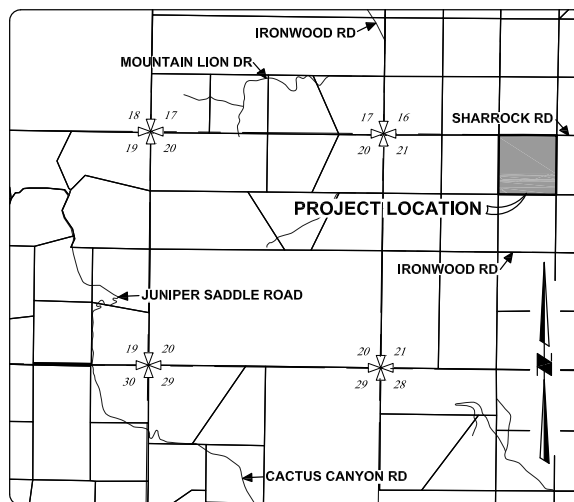
WASHOE COUNTY TREASURER

SIGNATURE _____ PRINT NAME/TITLE _____ DATE _____

COUNTY SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS PLAT AND PERFORMED A TECHNICAL MAP CHECK OF THE GEOMETRIC DATA SHOWN HEREON, PURSUANT TO THAT INTERLOCAL AGREEMENT RECORDED IN THE OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA, AS DOCUMENT NO. 2233806, AND I AM SATISFIED SAID GEOMETRIC DATA IS TECHNICALLY CORRECT.

WAYNE HANDROCK, P.L.S. 20464
WASHOE COUNTY SURVEYOR



VICINITY MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, ROBERT O. LARIVIERE, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF NEVADA, CERTIFY THAT:

THIS PLAT REPRESENTS THE RESULTS OF A SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION AT THE INSTANCE OF DAVID MURPHY AND JOANNA MURPHY, HUSBAND AND WIFE, AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP.

1. THE LANDS SURVEYED LIE WITHIN A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 21 EAST, M.D.M., AND THE SURVEY WAS COMPLETED ON SEPTEMBER 28, 2021.
2. THIS PLAT COMPLIES WITH THE APPLICABLE STATE STATUTES AND ANY LOCAL ORDINANCES IN AFFECT ON THE DATE THAT THE GOVERNING BODY GAVE IT'S FINAL APPROVAL.
3. THE MONUMENTS DEPICTED ON THIS PLAT ARE OF THE CHARACTER SHOWN AND OCCUPY THE POSITIONS INDICATED AND ARE OF SUFFICIENT NUMBER AND DURABILITY.

ROBERT O. LARIVIERE ~ PLS 8661

DIRECTOR OF PLANNING AND DEVELOPMENT CERTIFICATE

THE FINAL PARCEL MAP CASE NO. _____ MEETS ALL APPLICABLE STATUTES, ORDINANCES, AND CODE PROVISIONS; IS IN SUBSTANTIAL CONFORMANCE WITH THE TENTATIVE MAP AND ITS CONDITIONS, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE, AND THOSE CONDITIONS HAVE BEEN SATISFIED FOR RECORDATION OF THIS MAP. THE OFFER(S) OF DEDICATION IS (ARE) REJECTED AT THIS TIME, BUT WILL REMAIN OPEN IN ACCORDANCE WITH NEVADA REVISED STATUTES CHAPTER 278.

THIS FINAL MAP IS APPROVED AND ACCEPTED THIS _____ DAY OF _____, 20____, BY THE DIRECTOR OF PLANNING AND BUILDING DIVISION OF WASHOE COUNTY, NEVADA, IN ACCORDANCE WITH NEVADA REVISED STATUTES 278.471 THROUGH 278.4725.

MOJRA HAUENSTEIN, DIRECTOR, PLANNING AND BUILDING DIVISION _____ DATE _____

DISTRICT BOARD OF HEALTH CERTIFICATE

THIS MAP IS APPROVED BY THE WASHOE COUNTY DISTRICT BOARD OF HEALTH. THIS APPROVAL CONCERNS SEWAGE DISPOSAL, WATER POLLUTION, WATER QUALITY, AND WATER SUPPLY FACILITIES. THIS MAP HAS BEEN FOUND TO MEET ALL APPLICABLE REQUIREMENTS AND PROVISIONS OF THE ENVIRONMENTAL HEALTH SERVICES DIVISION OF THE WASHOE COUNTY HEALTH DISTRICT.

FOR THE DISTRICT BOARD OF HEALTH _____ DATE _____

WATER & SEWER RESOURCE REQUIREMENTS

THE PROJECT/DEVELOPMENT DEPICTED ON THIS MAP IS IN CONFORMANCE WITH THE PROVISIONS OF ARTICLE 422 OF WASHOE COUNTY CHAPTER 110 (DEVELOPMENT CODE).

WASHOE COUNTY COMMUNITY SERVICES DEPARTMENT _____ DATE _____

UTILITY COMPANY CERTIFICATES

THE UTILITY EASEMENTS SHOWN ON THIS PLAT HAVE BEEN CHECKED, ACCEPTED AND APPROVED BY THE UNDERSIGNED PUBLIC UTILITY COMPANIES, CABLE TELEVISION COMPANIES.

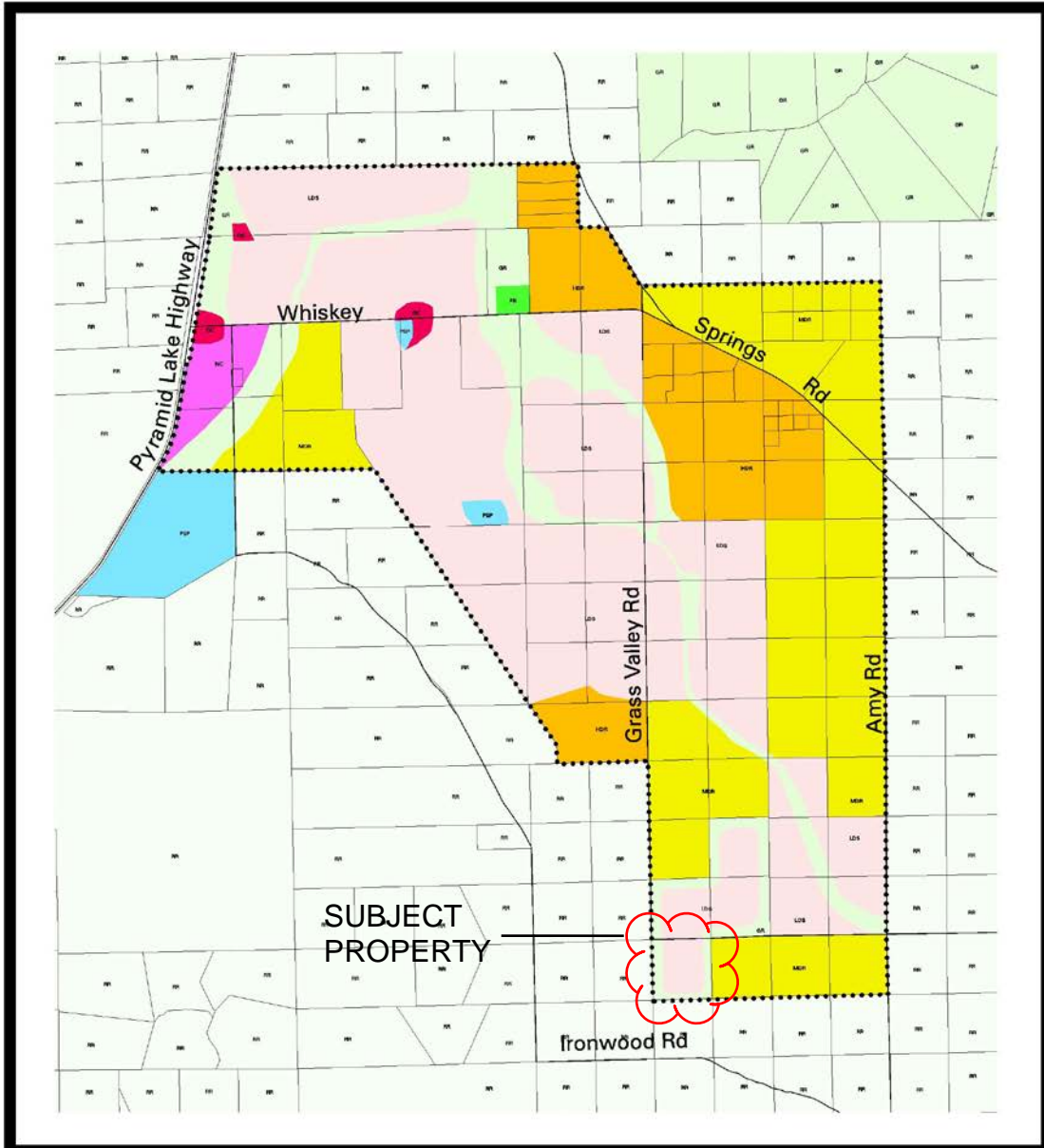
CHARTER COMMUNICATIONS _____	PRINT NAME/TITLE _____	DATE _____
NEVADA BELL TELEPHONE CO. D.B.A. AT&T NEVADA _____	PRINT NAME/TITLE _____	DATE _____
SIERRA PACIFIC POWER COMPANY D.B.A. NV ENERGY _____	PRINT NAME/TITLE _____	DATE _____
WASHOE COUNTY COMMUNITY SERVICES _____	PRINT NAME/TITLE _____	DATE _____
PALOMINO VALLEY GENERAL IMPROVEMENT DISTRICT _____	PRINT NAME/TITLE _____	DATE _____

NOTES

1. A PUBLIC UTILITY AND CABLE TV EASEMENT IS ALSO HEREBY GRANTED WITHIN EACH PARCEL FOR THE EXCLUSIVE PURPOSE OF INSTALLING AND MAINTAINING UTILITY AND CABLE TV FACILITIES TO THAT PARCEL AND THE RIGHT TO EXIT THAT PARCEL WITH SAID FACILITIES FOR THE PURPOSE OF SERVING OTHER PARCELS AT LOCATIONS MUTUALLY AGREED UPON BY THE OWNER OF RECORD, AT THAT TIME, AND THE UTILITY AND CABLE TV COMPANIES.
2. PUBLIC UTILITY EASEMENTS SHOWN AND/OR NOTED ON THIS PLAT SHALL INCLUDE USE FOR THE INSTALLATION AND MAINTENANCE OF CABLE TELEVISION.
3. WITH THE DEVELOPMENT OF EACH PARCEL AND PRIOR TO THE ISSUANCE OF ANY BUILDING PERMIT FOR SAID PARCEL, THE OWNER SHALL DEDICATE WATER RIGHTS TO THE SERVICING UTILITY SUFFICIENT TO SERVE THE DEVELOPMENT, AND SHALL PROVIDE WASHOE COUNTY WITH A WILL-SERVE LETTER.
4. ALL REQUIRED IMPROVEMENTS SHALL BE INSTALLED BY THE OWNER IN ACCORDANCE WITH R.M.C. CHAPTER 18 AS PARCELS ARE DEVELOPED.
5. FIRE HYDRANTS SHALL BE INSTALLED AS PER FIRE DEPARTMENT REQUIREMENTS WITH THE ISSUANCE OF BUILDING PERMITS.
6. FOR EACH PARCEL CREATED BY THIS FINAL MAP, ACCESS AND DRAINAGE IMPROVEMENTS MEETING THE REQUIREMENTS OF WASHOE COUNTY DEVELOPMENT CODE ARE REQUIRED WITH SAID IMPROVEMENTS TO BE INCLUDED WITHIN AN APPROVED RESIDENTIAL BUILDING PERMIT.
7. WASHOE COUNTY WILL PRE ASSIGN ADDRESSES TO BE RELEASED ONCE AN ASSESSOR'S PARCEL NUMBER HAS BEEN ESTABLISHED. IF STRUCTURE PLACEMENT DOES NOT REFLECT THE STREET ON WHICH THE PRE-ASSIGNED ADDRESS IS ISSUED, THE DEVELOPER WILL REQUEST A NEW ADDRESS PRIOR TO ISSUANCE OF A BUILDING PERMIT.
8. ALL PROPERTIES, REGARDLESS IF THEY ARE LOCATED WITHIN OR OUTSIDE OF A FEMA DESIGNATED FLOOD ZONE, MAY BE SUBJECT TO FLOODING. THE PROPERTY OWNER IS REQUIRED TO MAINTAIN ALL DRAINAGE EASEMENTS AND NATURAL DRAINAGES AND NOT PERFORM OR ALLOW UNPERMITTED AN UNAPPROVED MODIFICATIONS TO THE PROPERTY THAT MAY HAVE DETRIMENTAL IMPACTS TO SURROUNDING PROPERTIES.
9. ANY STRUCTURES WITHIN A FEMA FLOOD ZONE MUST COMPLY WITH WASHOE COUNTY DEVELOPMENT CODE ARTICLE 416.
10. OWNERS OF EACH PARCEL SHALL PERPETUATE ALL NATURAL DRAINAGE.
11. NO HABITABLE STRUCTURES SHALL BE LOCATED ON A FAULT THAT WAS ACTIVE DURING THE HOLOCENE EPOCH OF GEOLOGICAL TIME.
12. THE OWNER, BUYERS, ASSIGNS, OR ANY INTEREST HOLDER OF ANY LOTS OR PARCELS SHOWN HEREON, HEREBY AGREE THAT ALL EXISTING IRRIGATION FLOWS CROSSING THESE PARCELS SHALL BE PERPETUATED. ANY LEGAL RIGHTS TO WATER FROM THESE DITCHES SHALL BE HONORED AND THE RIGHT OF ACCESS FOR MAINTENANCE AND OPERATION WILL NOT BE DENIED TO VALID HOLDERS OF THOSE RIGHTS.
13. ALL PROPERTIES, REGARDLESS IF THEY ARE LOCATED WITHIN OR OUTSIDE OF A FEMA DESIGNATED FLOOD ZONE, MAY BE SUBJECT TO FLOODING. THE PROPERTY OWNER IS REQUIRED TO MAINTAIN ALL DRAINAGE EASEMENTS AND NATURAL DRAINAGES AND NOT PERFORM OR ALLOW UNPERMITTED AND UNAPPROVED MODIFICATIONS TO THE PROPERTY THAT MAY HAVE DETRIMENTAL IMPACTS TO SURROUNDING PROPERTIES.
14. THE 33' WIDE ACCESS & PUE EASEMENT GRANTED ON THIS MAP WITHIN PARCEL 1 IS FOR THE BENEFIT OF PARCELS 2 & 3.

COUNTY RECORDER'S CERTIFICATE FILE NO: _____ FILED FOR RECORD AT THE REQUEST OF _____ ON THIS _____ DAY OF _____, 20____, AT _____ MINUTES PAST _____ O'CLOCK _____ M. OFFICIAL RECORDS OF WASHOE COUNTY, NEVADA.		PARCEL MAP FOR DAVID MURPHY & JOANNA MURPHY BEING A DIVISION OF PARCEL 21-2-1-3 OF R/S MAP NO. 918 SITUATE IN THE NW 1/4 OF THE NE 1/4 SECTION 21, T22N, R21E, MDM WASHOE COUNTY NEVADA	
COUNTY RECORDER _____ BY: DEPUTY _____ FEE: _____		JOB NO. 21098.00 DRAWN BY DRS CHECKED BY ROL DATE APRIL 2022 SHEET 1 OF 2	
CFA, INC. LAND SURVEYORS CIVIL ENGINEERS LAND USE PLANNERS 1150 CORPORATE BOULEVARD • RENO, NEVADA 89502 775-856-1180 MAIN • 775-856-1180 FAX • CFARENO.COM			

EXHIBIT B



**WARM SPRINGS SPECIFIC PLAN
LAND USE PLAN**

LOW DENSITY RURAL	LOW DENSITY URBAN	INDUSTRIAL
MEDIUM DENSITY RURAL	MEDIUM DENSITY URBAN	PUBLIC AND SEMI-PUBLIC FACILITIES
HIGH DENSITY RURAL	HIGH DENSITY URBAN	PARKS AND RECREATION
LOW DENSITY SUBURBAN	GENERAL COMMERCIAL	OPEN SPACE
MEDIUM DENSITY SUBURBAN	NEIGHBORHOOD COMMERCIAL / OFFICE	RURAL RESIDENTIAL / GENERAL RURAL
HIGH DENSITY SUBURBAN	TOURIST COMMERCIAL	SPECIFIC PLAN

SOURCE: DEPARTMENT OF COMMUNITY DEVELOPMENT
g:\arcinfo\planarea\vr\spas\vrsspe_plu00.gri

DATE: JULY 1995

NOTE: THE SCALE AND CONFIGURATION OF ALL INFORMATION SHOWN HEREON ARE APPROXIMATE ONLY AND ARE NOT INTENDED AS A BASIS FOR DESIGN OR SURVEY WORK. REPRODUCTION IS NOT PERMITTED WITHOUT PRIOR WRITTEN PERMISSION FROM THE WASHOE COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT. THE HORIZON YEAR FOR THIS PLAN IS 2015, ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON SEPTEMBER 23, 1992.

0 1000 2000
SCALE IN FEET

**Department of
Community
Development**

**WASHOE COUNTY
NEVADA**

POST OFFICE BOX 11130
RENO, NEVADA 89520
(775) 328-3600

EXHIBIT C

APN: 077-140-03

The undersigned hereby affirms that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

WHEN RECORDED, MAIL TO:

CFA, Inc.
Dave Snelgrove, AICP
1150 Corporate Blvd.
Reno, Nevada 89502

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
DAVID AND JOANNA MURPHY PARCEL MAP

This declaration made this ____ day of 20____ by _____, a _____
_____, hereafter referred to as "DECLARANT".

Whereas, DECLARANT is the owner of that certain real property located in the County of Washoe evidenced by the certain official subdivision map recorded in the office of the County Recorder of the County of Washoe, State of Nevada, on _____, in Book of Parcel Maps, at Page _____, and more particularly described as _____, and 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 thereof.

NOW THEREFORE, DECLARANT hereby declares that said lots, numbered 1 through 3 inclusive, are held and shall be held, conveyed, hypothecated. used, improved and occupied subject to the following covenants, conditions, restrictions, easements and agreements 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. To wit:

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. 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. Wood-burning 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.

5. Architecture

All residential buildings must incorporate a “western ranch,” “mid-century modern” or “similarly” themed architectural design in a manner that is complimentary and compatible with the plan area and its surroundings. “Similarly” themed housing styles may be used as long as they conform to the other guidelines in 6. Architecture. (a-k) No mobile homes are allowed except for construction purposes. Manufactured or 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 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 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 from for screening from 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.

6. 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.

7. 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 back yard 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.

8. 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 properties, 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 facade. The purpose of illuminating the building should be to add visual interest and support building identification. Harsh overall lighting of a facade 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.

9. 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.

10. 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.

11. 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.

12. Resubdivision or Joinder of Lots

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

13. Drilling and Mining

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

14. 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.

15. 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.

16. 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.

17. 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 of other covenants, restrictions, easements 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 the prevailing parties of any legal action as deemed appropriate and awarded by the court.

18. 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 David and Joanna Murphy 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 the then owners of 2/3rds 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 2/3rds 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.

19. Disclosures

If any conflict with the Warm Springs Specific Plan Development Standards Handbook Framework, as included in the WSSP is found with these CC&R's the Warm Springs Specific Plan Development Standards Handbook Framework shall be the controlling document.

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

