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BILL NO. 2019-25

ORDINANCE NO. 6698

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SUNSTONE MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning	Summary: Adopts that certain document entitled "Amended and Restated Development Agreement for Sunstone Master Planned Community," regarding property generally located at the southwest corner of North Skye Canyon Park Drive and Moccasin Road.
---	--

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: That certain document entitled "AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SUNSTONE MASTER PLANNED COMMUNITY," the substance of which was approved by the City Council on June 19, 2019, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: Following adoption of this Ordinance, the document adopted by Section 1 shall be attached to this Ordinance and recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause

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1 or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid
2 or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
3 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of
4 the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
5 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
6 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
7 invalid or ineffective.

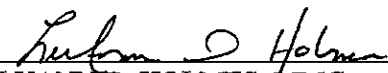
8 SECTION 4: All ordinances or parts of ordinances or sections, subsections,
9 phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas,
10 Nevada, 1983 Edition, in conflict herewith are hereby repealed.

11 PASSED, ADOPTED and APPROVED this 7th day of August, 2019.

12 APPROVED:

13 By 
14 CAROLYN G. GOODMAN, Mayor

15 ATTEST:

16 
17 LUANN D. HOLMES, MMC
City Clerk

18 APPROVED AS TO FORM:

19  6-19-19
20 Val Steed, Date
21 Deputy City Attorney
22
23
24
25

1 The above and foregoing ordinance was first proposed and read by title to the City Council
2 on the 3rd day of July, 2019, and referred to a committee for recommendation; hereafter
3 the committee reported favorably on said ordinance on the 7th day of August, 2019, which
4 as a regular meeting of said Council; that at said regular meeting, the proposed ordinance
5 was read by title to the City Council and adopted by the following vote:

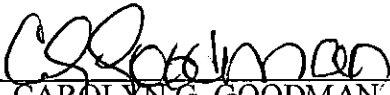
6 VOTING "AYE": Mayor Goodman and Councilmembers Anthony, Fiore, Diaz,
7 Knudsen and Seaman

8 VOTING "NAY": None

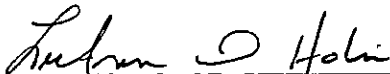
9 EXCUSED: Crear

10 ABSTAINED: None

11
12
13 APPROVED:

14 
15 _____
CAROLYN G. GOODMAN, Mayor

16 ATTEST:

17 
18 _____
LUANN D. HOLMES, MMC City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

RECEIVED
CITY CLERK

2019 JUL 29 A 10:43

LV CITY CLERK
495 S MAIN ST
LAS VEGAS NV 89101

Account # 22515
Ad Number 0001060042

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 07/25/2019 to 07/25/2019, on the following days:

07 / 25 / 19

BILL NO. 2019-25

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SUNSTONE MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Robert Summerfield,
Director of Planning

Summary: Adopts that certain document entitled "Amended and Restated Development Agreement for Sunstone Master Planned Community," regarding property generally located at the southwest corner of North Skye Canyon Park Drive and Moccasin Road.

At the City Council meeting of
July 3, 2019

BILL NO. 2019-25 WAS READ BY
TITLE AND REFERRED TO A
RECOMMENDING COMMITTEE

COPIES OF THE COMPLETE
ORDINANCE ARE AVAILABLE FOR
PUBLIC INFORMATION IN THE
OFFICE OF THE CITY CLERK, 2ND
FLOOR, 495 SOUTH MAIN
STREET, LAS VEGAS, NEVADA

PUB: July 25, 2019
LV Review-Journal


LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 25th day of July, 2019

Notary 



AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

LV CITY CLERK
495 S MAIN ST
LAS VEGAS NV 89101

Account # 22515
Ad Number 0001063262

RECEIVED
CITY CLERK

2019 AUG 19 P 12:50

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 08/10/2019 to 08/10/2019, on the following days:

08 / 10 / 19

BILL NO. 2019-25
ORDINANCE NO. 6698

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SUNSTONE MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by:
Robert Summerfield,
Director of Planning

Summary: Adopts that certain document entitled "Amended and Restated Development Agreement for Sunstone Master Planned Community," regarding property generally located at the southwest corner of North Skye Canyon Park Drive and Moccasin Road.

The above and foregoing ordinance was first proposed and read by title to the City Council on the 3rd day of July, 2019, and referred to a committee for recommendation; thereafter the committee reported favorably on said ordinance on the 7th day of August, 2019, which was a regular meeting of said City Council; and that at said regular meeting the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": Mayor Goodman and Councilmembers Flore, Anthony, Knudsen, Seaman and Diaz

VOTING "NAY": NONE
EXCUSED: Councilman Crear

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 2ND FLOOR, 495 SOUTH MAIN STREET, LAS VEGAS, NEVADA

PUB: August 10, 2019
LV Review-Journal

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 12th day of August, 2019

Notary



**AMENDED AND RESTATED
DEVELOPMENT AGREEMENT
FOR SUNSTONE MASTER PLANNED COMMUNITY**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SUNSTONE MASTER PLANNED COMMUNITY ("Agreement"), previously referred as to Eastland Master Planned Community, is made and entered into this _____ day of _____, 2019 by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and SC EAST LANDCO, LLC, a Delaware limited liability company ("Master Developer"). The City and Master Developer are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. City and Kyle Acquisition Group, LLC, the original owner, entered into a development agreement with respect to the development of the Original Property, which became effective on August 8, 2007 (the "Original Agreement").

C. Wachovia Bank, acting as the managing creditor of 41 total creditors, foreclosed on the Original Property on September 23, 2008. KAG Property, LLC ("KAG") was formed to own the Original Property.

D. City and KAG, as master developer, entered into the First Amendment and Restatement to the Development Agreement on February 1, 2012 (the "First Restatement").

E. On October 31, 2013, KAG recorded a Declaration of Covenants, Conditions and Restrictions Concerning Future Use and Development of Real Property with Reverter ("CC&R") as Instrument # 201206260000001 on the Original Property. Section 3.8 of the CC&R specifically appointed KAG as the attorney-in-fact to all Subsequent Owners (as defined therein) to, among other things, execute, acknowledge, record (as applicable) certain instruments and writings including, but not limited to, modifying and amending the First Restatement, as the same may be modified, amended or restated from time to time (the "Development Agreement").

F. The owners of the Original Property on the date of [this Agreement] are KAG Development South, LLC, a Delaware limited liability company ("KAGDS"); KAG Development West, LLC

a Delaware limited liability company ("KAGDW"); Eastland, LLC, a Delaware limited liability company ("Eastland"); Section 12, LLC, a Delaware limited liability company ("Section 12"); Northland, LLC, a Delaware limited liability company ("Northland"); MF Land, LLC, a Delaware limited liability company ("MF Land"); East of 95, LLC, a Delaware limited liability company ("East 95"); G Land, LLC, a Delaware limited liability company ("G Land"). KAGDS, KAGDW, Eastland, Section 12, Northland, MF Land, East 95, and G Land, and their successors and assigns, may be collectively referred to as "Project Owners". The Project Owners acquired the Original Property subject to the CC&R.

G. KAG was duly appointed as the attorney-in-fact to the Project Owners for the Original Property in accordance with the CC&R.

H. The City and KAG, as master developer, entered into the Second Amendment and Restatement of the Development Agreement effective July 15, 2015 and recorded as instrument number 20150723-0001557.

I. The City and KAG, as master developer, entered into the Third Amendment and Restatement of the Development Agreement effective November 17, 2016 and recorded as instrument number 20161117-0000713, which was subsequently amended by the First Amendment to Third Amendment and Restatement to the Development Agreement, adopted by Ordinance No. 6614 on April 4, 2018, and recorded as instrument number 20180411-0002905 (the "Third Amendment").

J. The City and KAG, as master developer, entered into the Fourth Amendment and Restatement of the Development Agreement for Skye Canyon Master Planned Community (the "Skye Canyon Development Agreement") effective [●] and recorded as instrument number [●], and the Development Agreement for Eastland Master Planned Community, now referred to as the Sunstone Master Planned Community, effective [●] and recorded as instrument number [●] (the "Eastland Development Agreement"), in a manner such that the Property, which is generally located northeast of U.S. 95, is subject to the Eastland Development Agreement, and the remainder of the Original Property that was previously subject to the Third Amendment, excluding the Property (the "Skye Canyon Property"), is subject to the Skye Canyon Development Agreement. The Skye Canyon Development Agreement and the Eastland Development Agreement are each stand-alone development agreements that supersede the Third Amendment and may be amended independently of each other.

K. Currently, Eastland, Northland and East 95, collectively (together with their respective

successors and assigns, "Owner"), own that certain approximately six hundred twenty-nine (629) gross acres of real property that is the subject of this Agreement, which real property is more particularly described Exhibit "A".

L. The Parties desire to enter into this Agreement, and to amend, restate and supersede the Eastland Development Agreement, in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

M. The Parties agree it is important to have a sole point of contact to facilitate the development of the Community under the terms of this Agreement. Master Developer has appointed GREYSTONE NEVADA, LLC, a Delaware limited liability company ("Development Manager") to act on behalf of the Master Developer on all matters as it relates to any communications with the City regarding the obligations and responsibilities of the Master Developer under this Agreement. Master Developer may designate a new Development Manager by providing written notice to City.

N. The Parties acknowledge that this Agreement will further the goals and values of City as provided by (i) Resolution R-176-2004 adopted by the City Council, (ii) City's Centennial Hills Sector Plan and (iii) the Las Vegas 2020 Master Plan.

O. The Parties further acknowledge that this Agreement will (i) provide for public services, public uses and urban infrastructure, (ii) promote the health, safety and general welfare of City and its inhabitants, (iii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iv) ensure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (v) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

P. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of City infrastructure by a developer with significant economic resources and experience in the development process.

Q. Master Developer understands and acknowledges that there are insufficient public services available in order to properly construct and populate the Community. Subject to the terms and conditions of this Agreement, Master Developer agrees to provide those necessary public services,

facilities and infrastructure improvements on the Property and outside the Property as specifically provided for herein.

R. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

S. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

T. The City Council, having determined that this Agreement is in conformance with Resolution R-176-2004, the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, 2019, and after a subsequent public hearing to consider the substance of this Agreement on _____, 2019, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION ONE

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Active Adult Community" means the active adult lifestyle community proposed in the Community. The Active Adult Community will be subject to a Deed Restriction as permitted under the Housing for Older Persons Act of 1995 ("HOPA") which (among other things) requires that (a) at least eighty percent (80%) of the occupied units within the Active Adult Community must be occupied by at least one person

who is 55 years of age or older per unit; (b) the owner or management of the housing facility/community must publish and adhere to policies and procedures that demonstrate an intent to provide housing for persons 55 years or older; and (c) the facility/community must comply with rules issued by the Secretary (of HUD) for verification of occupancy through reliable surveys and affidavits.

"Active Adult Developer" means the owner and developer of one or more Development Parcels for an Active Adult Community within the Community.

"Active Adult Parcel" means the Age Qualified ("AQ") parcel as depicted on the Master Land Use Plan.

"Active Adult Parcel Design Guidelines" means the Active Adult Parcel Design Guidelines, which have been submitted by Master Developer and reviewed and approved by City as a part of this Agreement, attached hereto as Exhibit "M" subject to the UDC on the Effective Date of this Agreement.

"Affiliate" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this Development Agreement for SUNSTONE Master Planned Community and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Alcohol Related Uses" means any alcohol uses as defined in the UDC.

"Applicable Rules" means and refers to:

- (a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;
- (b) This Agreement;
- (c) The Sunstone Design Guidelines;
- (d) The Active Adult Parcel Design Guidelines; and

(e) The term "Applicable Rules" does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;

(ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

(iii) Any applicable state or federal law or regulation.

"BLM" means the Bureau of Land Management.

"Building Codes" means the development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

"CCRFCD" means the Clark County Regional Flood Control District.

"CCSD" means the Clark County School District.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under the UDC.

"City Manager" means the person holding the position of City Manager at any time or their designee.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Community" means the Property and any and all improvements provided for or constructed thereupon.

"Deed Restriction" has the meaning given in the definition of Active Adult Community and shall be placed on up to [1000] residential dwelling units within the Active Adult Community.

"Designated Builder" means any legal entity other than Owner that owns any parcel of real property within the Community, whether prior to or after the Effective Date, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer, Owner and their Affiliates in their capacity as developer or land owner and any other entity that engages in the development of a structure or other improvements on a Development Parcel within the Community. Any entity that is an Affiliate of Master Developer or Owner may become a Designated Builder if Master Developer notifies City Manager in writing that such entity intends to construct vertical improvements on a Development Parcel. A Designated Builder is not a Party to this Agreement and may not enforce any provisions herein, but upon execution and recordation of this Agreement, a Designated Builder may rely on the land use entitlements provided herein. Each Designated Builder will work closely with the Master Developer to ensure the Community is developed in accordance with this Agreement.

"Designated Builder Parcel" means any real property within the Community owned by a Designated Builder.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Phase" means separate development areas of the Property described on Exhibit "B" hereto.

"Development Phase Map, Final" means any final map recorded on the Property after the recordation of this Agreement and excludes the final map recorded in Book 147 Page 71 of Plats as "Parent Final Map of Skye Canyon Phase 1" and final maps for individual Designated Builder Parcels. The Phase Development Final Maps shall be submitted by the Master Developer in conformance to the Development Phase described on Exhibit "B".

"Development Phase Subdivision Map, Final" means any individual subdivision map located within a Development Phase that is submitted by Master Developer or a Designated Builder and approved by the City for recordation.

"Director of Planning" means the Director of the City's Department of Planning or their designee.

"Director of Public Works" means the Director of the City's Department of Public Works or their designee.

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or a Designated Builder for any land use approval including, without limitation, a tentative or final subdivision map.

"Final Inspection" means date of approved final inspection for a residential home to be occupied.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, to:

- (a) Specify areas of less than two hundred (200) acres in size where the Master Developer intends to perform rough grading operations;
- (b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;
- (c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;
- (d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at pod boundaries and at drainage basin boundaries, or more frequently;
- (e) Identify locations and heights of potential stock piles; and
- (f) Prior to issuance of any rough grading permit, the Director of Public Works may require an update to the Master Drainage Study to address the impacts of phasing or diverted flows if the Master Drainage Study does not contain sufficient detail for that permit.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the Director of Planning shall consider the plan for the aesthetic aspects of the plan. The intent of the document is to establish rough grade elevations for both roadways and Development Parcels such that significant unanticipated grade and earthwork differences do not occur at the time of development of

individual subdivisions.

"Grading Plan Specific", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"Investment Firm" means an entity whose main business is holding securities of other companies, financial instruments or property purely for investment purposes, and includes by way of example, and not limitation, Venture Capital Firms, Hedge Funds, and Real Estate Investment Trusts.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means SC EAST LANDCO, LLC, a Delaware limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study to be approved by the Director of Public Works prior to the recordation of each Development Phase Final Map, including updates required by the City when changes to the conditionally approved study are proposed that must also be approved by the Director of Public Works attached hereto as Exhibit "G".

"Master HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community.

"Master Land Use Plan" means the approved site plan for the Community, which is Exhibit "F".

"Master Sanitary Sewer Study" means the comprehensive study to be approved by the Director of Public Works prior to the recordation of each Development Phase Final Map, including updates required by the City where changes to the approved densities or layout of the development are proposed that would impact downstream pipeline capacities and that may result in additional required Off-Property sewer improvements.

"Master Studies" means the Master Traffic Study, the Master Drainage Study, and the Master Sanitary Sewer Study.

"Master Traffic Study" means the comprehensive study and any required updates to be approved by the Director of Public Works prior to the recordation of each Development Phase Final Map attached hereto as Exhibit "G".

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power, street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer, streetlights, traffic signals, associated infrastructures and public drainage located outside of public right-of-way must be within public easements within common lots of the Master Developer or of the Designated Builder Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Utility Plan may include the Skye Canyon Property provided that any update will be considered an update for both the Property and the Skye Canyon Property. The Master Developer shall align all proposed utilities within proposed public rights-of-way when reasonable and will dedicate such rights-of-way to the City before granting utility easements to specific utility companies, except easements for existing NV Energy facilities constructed pursuant to BLM grants, and Master Developer shall separately require Designated Builder to disclose the existence of such facilities located on (or in the vicinity of) any affected residential lots, and easements necessary for existing and future LVVWD water transmission mains.

"Metro" means the Las Vegas Metropolitan Police Department.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Property" means outside of the physical boundaries of the Property.

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"On-Property" means within the physical boundaries of the Property.

"On-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"Off-Site Improvements" means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

"Original Property" means that certain 1661.95 gross acres of real property that was the subject of the Third Amendment.

"Parent Map, Tentative" means a preliminary subdivision map of the Property that is the first discretionary request by the Master Developer to legally subdivide the Property pursuant to the provisions of NRS 278 and the UDC. Such map shall delineate all areas to be subdivided, including roadways and related necessary rights-of-way, easements and common areas. Furthermore, such map shall not include any individual residential lots.

"Parks Agreement" has the meaning given in Section 6.01 of this Agreement.

"Party," when used in the singular form, means either Master Developer or City and in the plural form of "Parties" means Master Developer and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the Department of Planning of the City of Las Vegas.

"Property" means that certain 630.40 gross acres of real property that is the subject of this Agreement. The legal description of the Property is set forth at Exhibit "A".

"SNHD" means the Southern Nevada Health District.

"Standard Improvements" as this definition relates to Section Five, herein, means any and all Off-Site Improvements including, but not limited to, streets, sewers, sidewalks, curbs, gutters, storm drains streetlights and trails required in the Parks Agreement.

"Subdivision Map" means any instrument under NRS and the UDC which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, tentative and development phase final maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Community.

"Sub-HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community and is subordinate to the Master HOA.

"Sunstone Design Guidelines" means the Sunstone Design Guidelines, which have been

prepared by Master Developer and reviewed and approved by City as a part of this Agreement, attached hereto as Exhibit "M" subject to the UDC on the Effective Date of this Agreement.

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual, to:

- (a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;
- (b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;
- (c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns;
- (d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame; and
- (e) Identify the future elevations of roadways.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Telecommunication Facility" means a wireless tower or antenna.

"Term" means the term of this Agreement.

"UDC" means the Unified Development Code on the Effective Date attached hereto as Exhibit "I".

"Village Street" means any of those roadways identified as Village Streets that is depicted on Exhibit "L" and which Master Developer is obligated to construct in connection with the development of the Property pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to Ordinance 5644, sidewalk or trail and landscaping as indicated on the appropriate cross section attached as Exhibit "L". Prior to installation of the final lift of asphalt, Designated Builders may have access for Designated Builder Parcel underground utility connections.

SECTION TWO

APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master

Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes and Fire Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice thirty (30) days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 to 2.06 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. Notwithstanding Section 2.02 above, City may increase fees imposed by Ordinance 5644, cost-based processing fees, entitlement processing fees, inspection fees, plan review fees, facility fees, water connection fees or sewer connection fees that uniformly apply to all development in City.

2.04 Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force

and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other Party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.05 City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 2.05 is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.06 City Cooperation. City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.05. As required by the Applicable Rules, Master Developer shall be responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION THREE

PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01 Master Developer and Obligations of and Actions by the Master Developer.

(a) Appointment of Master Developer by Owner. In order to carry out the intentions of this Agreement and more effectively carry out the terms of this Agreement, SC EAST LANDCO, LLC, a Delaware limited liability company, has been appointed as the Master Developer.

(b) Eastland Development Agreement Superseded. This Agreement shall be effective upon the recording of this Agreement. From and after the effective time of this Agreement, the terms and

conditions of this Agreement shall bind the Property, and the terms and conditions of the Eastland Development Agreement are hereby superceded with respect to the Property as set forth in this Agreement. This Agreement may hereafter be amended or modified.

(c) Role and Authority of Master Developer. Except as provided herein, the Parties agree that any communication, consent, approval, waiver, submission or other action by or on behalf of the Owner pursuant to the terms of this Agreement shall be made by the Master Developer. The Master Developer has the express authority to bind the Owner individually with respect to the Property and this Agreement, and the City has no obligation to verify or confirm that any decision made or action taken by Master Developer is acceptable to the Owner or consistent with the Owner's separate agreement and/or the existing CC&R recorded against the Property, including any decision or action of Master Developer that might or could impact Owner, unless and until the City has received written notice from the Owner certifying that (A) Master Developer is no longer authorized to represent the Owner as Master Developer under this Agreement and (B) a successor Master Developer has been appointed by the Owner to serve as the Master Developer under this Agreement on behalf of the Owner, together with the name and contact information for such successor Master Developer.

(d) Effect of Breach or Default by Master Developer. The Parties acknowledge that the Master Developer is serving as the representative of the Owner. If Master Developer breaches this Agreement or fails to perform any of its obligations hereunder after receiving written notice from the City of such failure or default in accordance with this Agreement, the City, shall have the right to exercise any and all rights and remedies available to the City with respect to such default, subject to the terms and conditions of this Agreement.

(e) Appointment of a Development Manager. The Parties recognize the effectiveness of having a single point of contact for the City and the various departments or governmental agencies to facilitate the development of the Community under the terms of this Agreement. Therefore, Master Developer has appointed the Development Manager to act on behalf of the Master Developer on all matters relating to any communications with the City regarding the obligations and responsibilities of the Master Developer under this Agreement. Master Developer may designate a new Development Manager by providing written notice to City.

3.02. Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278,

this Agreement must set forth the maximum height and size of structures to be constructed in the Community, the density of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of dwelling units within the Community shall not exceed three thousand eight hundred (3,800) total dwelling units with a maximum of one thousand (1,000) units with the Deed Restriction for Active Adult.

(b) Permitted Unit Types. The types of buildings and dwelling units permitted in the Community are as set forth in the Sunstone Design Guidelines.

(c) Density. The maximum density permitted on the Property shall be as set forth in the SUNSTONE residential land use table and the related Master Land Use Plan, both of which are attached as Exhibit "F" to this Agreement. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel so long as all the terms and conditions of the Sunstone Design Guidelines that relate to product density and product type are observed.

(d) Maximum Height and Size of Structures. The maximum height and size of structures within the Community is as set forth in the Sunstone Design Guidelines.

(e) Land Uses. City acknowledges and agrees that the land use categories allowed within the Community are designated on the Master Land Use Plan and the uses permitted within each category are as described in this Agreement and the Sunstone Design Guidelines. The Sunstone Design Guidelines are attached as Exhibit "M".

(f) Proximity Restrictions. Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the Community are best promoted and protected by requiring that a Special Use Permit be obtained for all Alcohol Related Uses. Uses defined by "Alcohol Related Uses" shall have no specified spacing requirements between similar and protected uses.

3.03 Active Adult Community. An Active Adult Community is contemplated on the AQ parcel as shown on the Master Land Use Plan. The Parties agree that a Deed Restriction shall be placed on up to one thousand (1,000) residential dwelling units within the Active Adult Community prior to the recordation of a Development Phase Final Subdivision Map for the AQ parcel.

(a) Density for Active Adult Community. The Active Adult Developer shall have the right to

determine the number of Active Adult residential dwelling units to be developed on any Active Adult Development Parcel so long as the overall density within the Active Adult Community does not exceed the lesser of one thousand (1,000) Active Adult residential dwelling units or an average of six and one-half (6.5) residential dwelling units per acre for the entire Active Adult Community.

(b) Subsequent Entitlements for the Active Adult Community. Any other necessary entitlement applications outlined in the Active Adult Parcel Design Guidelines attached as Exhibit "M" will be required pursuant to Section 3.03(c) for the Active Adult Development Parcel. Any other necessary entitlement applications outlined in the Active Adult Parcel Design Guidelines attached as Exhibit "M" (together or separately referred to herein as "Entitlement Applications") will be required for any multifamily or commercial uses within the Active Adult Community. The City shall place conditions on the Entitlement Applications to ensure development of the Active Adult Community will take place in a timely and orderly manner.

(c) Active Adult Developer's Obligations. The Active Adult Developer shall be solely responsible for satisfying any and all City rules, policies, regulations, ordinances, laws relating to the Active Adult Community and any additional obligations that may reasonably be required by the City relating thereto whether through this Agreement or any subsequent amendment or modification thereto relating to the Active Adult Community ("AA Community Obligation(s)"). The Master Developer (nor any subsequent transferee(s) of all or any portion of the Property) shall not be responsible or liable for the satisfaction of the AA Community Obligations, nor shall any failure by the Active Adult Developer to satisfy the AA Community Obligations diminish, delay, or withhold any of the development rights of the Master Developer with respect to any other portion of the Property (i.e. any portion of the Property which is not the Active Adult Community) as otherwise created or established by this Agreement. In the event the Active Adult Developer desires or proposes any amendment or modification thereto relating to the Active Adult Community, any such proposed amendment or modification must be approved by the Master Developer and must also satisfy any additional requirements imposed by the City relating thereto. Amendments or modifications approved by the Master Developer cannot include density or unit increases.

3.04 Phasing of Construction.

(a) Generally. While Master Developer has the sole discretion to decide the commencement date for development of the Community and any improvements therein, Master Developer agrees to construct certain improvements that are a direct public benefit in coordination with the development milestones set forth in this Section 3.04 and in the Parks Agreement.

(b) Phasing Map. Attached hereto as Exhibit "B" is a map of the Community that generally describes the phases of construction of the Community. The phases may be revised by Master Developer as necessary to address the residential market demands. Revisions shall be coordinated with the Director of the City's Department of Planning and the Director of Public Works. Prior to the submittal of each Development Phase Map, Master Developer will submit a draft phasing schedule to City.

(c) Phasing Schedule. Master Developer shall complete the construction of all Village Streets within a Development Phase as follows:

A minimum of two lanes of asphalt pavement on the Village Street providing the main access to a particular Designated Builder Parcel, and a working sanitary sewer connection that has been accepted by the City shall be in place prior to Final Inspection of any dwelling units within that Designated Builder Parcel. Permanent improvements on all major access Village Streets shall be substantially constructed as determined by the Director of Public Works prior to issuance of any building permits beyond fifty percent (50%) of all units within that Designated Builder Parcel. In addition, a roadway network to the boundary of this Designated Builder Parcel must be completed such that both vehicular and pedestrian access is provided.

All Off-Site Improvements adjacent to that Designated Builder Parcel which will reasonably be used by residents of that parcel, shall be substantially constructed as determined by the Director of Public Works, prior to issuance of building permits beyond seventy-five percent (75%) of all units within that Designated Builder Parcel. The above thresholds notwithstanding, all adjacent Village Streets shall be substantially complete as determined by the Director of Public Works within twenty-four (24) months of the commencement of construction of such adjacent Village Streets or as amended with the traffic study phasing plan. All required landscaping along streets adjacent to the Designated Builder Parcel will be complete within two (2) months of the Final Inspection of the final unit in that Designated Builder Parcel.

(d) Site Grading. Master Developer and any Designated Builder may grade portions of the

Property in conformance with the approved Master Drainage Study and applicable Development Parcel Technical Drainage Studies prior to approval of any additional drainage studies provided the Master Traffic Study has been approved, a Master Rough Grading Plan(s) has been approved for the area to be graded, the pertinent Development Phase Final Map is recorded and a completion bond has been posted with the City for the cost of the proposed grading. The completion bond will not exceed one million dollars (\$1,000,000.00) for each Master Rough Grading Plan (i.e. 200 acre area).

(e) Parks. Master Developer shall commence the design and construction of all parks and trails in the Community in accordance with the terms of the Parks Agreement.

(f) Assumption of Responsibility by Multiple Contractors. Permits that are awarded by City for each approved plan set will be based on work to be performed by each contractor. If a plan set includes multiple facets or phases of construction, separate contractors can pull permits. In the event of multiple permits and separate contractors per approved plan, Master Developer will provide City with regular updates identifying the approved permits that have been awarded for each plan.

3.05. Modifications. Modifications are changes that apply permanently to all development in the Community. The Parties agree that modifications are generally not in the best interests of the effective and consistent development of the Community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the Community as provided herein. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions to accommodate unique situations which are presented to the Master Developer upon the actual development of the Community. Further, the Parties agree that modifications can change the look, feel and construction of the Community in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification or deviation is the Master Developer entity itself. A request for a modification or deviation shall not be permitted from: a Designated Builder, any other purchaser of real property within the Community, the Master HOA or Sub-HOA.

(a) Applicant. Requests for all modifications may be made only by Master Developer.

(b) Minor Modifications. Minor Modifications are changes to the Sunstone Design Guidelines that include:

(i) changes in architectural styles, color palettes and detail elements.

(ii) the addition of similar and complementary architectural styles, color palettes and detail elements to residential or commercial uses.

(iii) changes in building materials.

(iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Sunstone Design Guidelines may be made to the Director of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of the Department of Planning may, in their discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved. If the Director of the Department of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of the Department of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(iv) Master Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(d) Major Modifications.

(i) Any application for a modification to the Sunstone Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of

the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) Any application for a modification to the Master Land Use Plan to reconfigure parcels or make street name changes (in conjunction with a street name change application) as shown on the Master Land Use Plan is a Major Modification. Master Developer may request a Major Modification for a Land Use designation change or other related changes to the Land Use Plan. Master Developer may apply for a Major Modification only after the Director of Planning determines in his/her sole discretion that there are no negative impacts to the Community to process such Major Modification. The Major Modification is not intended to act as a mapping action. Pursuant to this Section 3.05(d)(ii), a Major Modification may not be required if the Director of Planning, Director of Public Works and Fire Chief determine that there are no negative impacts to the Community for such request, in which case, the application may be approved administratively.

(iii) Prior to Planning Commission consideration of a Major Modification that increases density in the Community the Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the Planning Commission hearing. Density increases considered under this Section 3.05(d)(iii) may not exceed the Maximum Units Permitted in Section 3.02(a) of this Agreement.

(iv) All actions by the Planning Commission, except changes to the Land Use Plan which must go to City Council, becomes final and effective at the expiration of ten (10) days after the date of the decision unless, within that period, a member of the City Council files with the City Clerk a written request for the Council to review the approval. An appeal may be filed by the applicant and, with respect to an approval, by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to Code, the City Council may establish one or more fees to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the City's fee schedule. A request to review may be filed by a member of the City Council. .

3.06 Deviation to Sunstone Design Guidelines. A deviation is an adjustment to a particular requirement of the Sunstone Design Guidelines for a particular Designated Builder Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed twenty-five percent (25%) of a particular requirement delineated by the Sunstone Design Guidelines. For the sake of clarity, the intent of this section is not to be used as a deviation for the overall Community or entire subdivision(s). The intent of this section is to be used for individual lots or parcels within the Community when technical concerns or hardships exist. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Sunstone Design Guidelines on twenty-five percent (25%) or less of the lots in a Designated Builder Parcel, provided that the Director of Planning has the discretion to treat such a request as a Major Deviation or a Minor or Major Modification to the Sunstone Design Guidelines if the Director deems such treatment is warranted; or

2) A request for deviation from the following, including but not limited to, particular requirements:

- a) Changes in architectural styles, color palettes and detail elements.
- b) the addition of similar and complementary architectural styles, color palettes and detail elements to residential or commercial uses.
- c) Changes in building materials.
- d) Changes in landscaping materials, plant palettes, and landscaping detail elements.
- e) Setback encroachments for buildings, patio covers, courtyards, porches, miradors, casitas, architectural projections as defined by the Sunstone Design Guidelines, garages and carriage units.
- f) Height of courtyard, retaining, or other walls.
- g) Lot widths, lot coverage and lot square footage.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a

Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Sunstone Design Guidelines may be made to the Director of the Department of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Director of the Department of Planning may, in their discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Director of the Department of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Master Developer pursuant to Section (3) below. Applications for which no written decision is issued within thirty (30) days shall be deemed approved.

(3) Master Developer or Designated Builder may appeal any decision of the Director of the Department of Planning to the Planning Commission by providing a written request for an appeal within ten (10) business days of receiving notice of the decision. Such appeal shall be scheduled for a hearing at the next available Planning Commission meeting.

(4) Master Developer or Designated Builder may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

(5) Except as otherwise provided for herein, a request for a Minor Deviation shall be processed in accordance with procedures applicable to an administrative deviation application, as set forth in subsections (D) to (L), inclusive, of the Las Vegas Municipal Code 19.16.120. Minor Deviations are site specific and shall be processed for each individual lot or parcel.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community, may exceed twenty-five percent (25%) of any particular requirement delineated by the Sunstone Design Guidelines but may not exceed twenty-five percent (25%) of the lots in a Designated Builder Parcel.

(i) Planning Commission Approval Required. An application for a Major Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request. All actions by the Planning Commission becomes final and effective at the expiration of ten (10) days after the date of the decision unless, within that period, a member of the City Council files with the City Clerk a written request for the Council to review the approval. An appeal may be filed by the applicant and, with respect to an approval, by any property owner within the area of notification for the Planning Commission hearing, as well as by anyone who appeared, either in person, through an authorized representative or in writing, before the Planning Commission regarding the application. Pursuant to Code, the City Council may establish one or more fees to be paid in connection with the filing of an appeal, and the amount of any fee so established shall be as set forth in the City's fee schedule. A request to review may be filed by a member of the City Council.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(c) If Master Developer or Designated Builder requests a deviation from adopted City Infrastructure Improvement Standards or the Sunstone Engineered Details, an application for said deviation shall be submitted to the Land Development Section of the Department of Building and Safety and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(d) Any request for deviation other than those specifically provided shall be processed pursuant to Section 3.05 (Modifications of Sunstone Design Guidelines).

3.07. Entitlement Requests.

(a) Generally. City agrees to cooperate reasonably with Master Developer to:

(i) Expeditiously process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies, promptly consider the approval of Entitlement Requests.

(b) Required Zoning Entitlement for Property. The Parties acknowledge and agree that the proper means to legally entitle the Property for eventual development is by way of the Master Developer's application and for a Traditional Development (T-D) Zoning Classification and an approved Traditional Development Community Program for the Property in accordance with the UDC.

The City Council finds that this Agreement, together with the exhibits and attachments, which include the Master Land Use Plan, the Sunstone Design Guidelines, and the Master Studies fulfill and accomplish the required submittals pursuant to the T-D zoning district and shall be the basis of any approvals granted to the Master Developer under a T-D zoning district application.

(c) Other Entitlement Requests. Except as provided herein including the requirements of Section 7.05, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Parent Tentative Map. Master Developer shall satisfy all Code requirements and the following conditions precedent before filing an application for consideration of a Parent Tentative Map:

- (1) Conditional approval of all Master Studies;
- (2) Submittal of an exhibit acknowledging that all parcels within the Property, including those parcels "Not a Part" have, or will be provided legal access; and
- (3) Submittal of a Master Utility Plan.
- (4) The Parent Tentative Map shall show all additional right-of-way for turn lanes and bus turnouts required by the Master Traffic Study, and such additional rights-of-way shall be dedicated on the pertinent Development Phase Final Map unless an update to the approved Master Traffic Study is submitted to and approved by the Department of Public Works that shows that specific additional rights-of-way are not required. The Parent Tentative Map shall also identify all permanent easements required for pedestrian access, installation and maintenance of traffic control devices. The Parent Tentative Map shall clearly show all common areas (including medians) that will be perpetually maintained by the Master HOA. Comply with the recommendations of the approved Master Traffic Study update prior to occupancy of the site. If additional rights-of-way are not required and Traffic Control devices are or may be proposed within or adjacent to this site outside of the public right of way, all

necessary easements for the location and/or access of such devices shall be granted on the Development Phase Final Map. Phased compliance will be allowed if recommended by the approved Master Traffic Study. No recommendation of the approved Master Traffic Study, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

(ii) Development Phase Final Subdivision Map. Master Developer shall satisfy all Code requirements before filing an application for consideration of any Development Phase Final Subdivision Map. Such maps shall not contain any individual residential lots and the City shall not require any improvements, or security for such improvements prior to the recordation of such Development Phase maps, except for a performance bond to secure the placement of survey monuments as required by state law. However, for any Designated Builder Parcel that is a part of a particular recorded Development Phase Final Map, the Master Developer shall submit for approval all relevant construction drawings for any off-site improvements required by this Agreement, any of the Master Studies or any land use entitlement for such Designated Builder Parcel, and the construction of such improvements shall be secured by an off-site improvement agreement made with the Master Developer prior to the recordation of a final map for such Designated Builder Parcel pursuant to the provisions of the UDC. Phasing and completion of such Off-Site Improvements is governed by the provisions of Paragraph 3.04(c).

(1) The City will accept submittals of tentative subdivision maps and Development Phase Final Subdivision Maps for Designated Builder Parcels for review and approval upon the concurrent submittal of any pertinent Development Phase Final Map(s) in response to the comments provided as a result of the City Blueline Technical Review.

(iii) Tentative Subdivision Map. Master Developer and/or Designated Builders shall satisfy all Code requirements for filing of an application for consideration of a tentative subdivision map. The Master Developer shall furnish a letter clearly delineating what Development Standard is to be applied to the tentative map at the time of submittal.

(iv) Site Development Plan Review. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a site development plan review. The Parties further agree that:

(1) City staff shall consider and make a decision with respect to any

application for a Site Development Plan within thirty (30) days of receipt of the application.

(2) Any appeal of an adverse decision on a site development plan review shall be scheduled for a hearing at the next available Planning Commission meeting after the City's receipt of the application for appeal.

(v) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit. The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Sunstone Design Guidelines, special use permit applications shall be processed in accordance with the UDC.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

3.08. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the UDC.

(b) Designated Builders will be permitted to submit Applications for building permits for model homes earlier than would otherwise be required under the Applicable Rules upon compliance with the same requirements that City has traditionally imposed on developers for model homes building permits as of the Effective Date.

(c) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider agrees not provide those inspection services.

3.09. Impact Statement as Required by Chapter 481, Statutes of Nevada 1999. The Impact Statement for Projects of Significant Impact within the Las Vegas Urban Growth Zone was timely submitted to City. City received and reviewed the Impact Statement and finds that it satisfies the statutory requirements. The Impact Statement is set forth herein at Exhibit "C."

3.10. Common Name for the Community. Master Developer shall establish a common name for the Community and shall disclose such proposed name to City by written letter to City Manager. City

acknowledges that Master Developer will devote substantial resources to promote such common name and protect its value as a unique intellectual property right, which may include filing state and federal registrations for such name. The Parties therefore agree that Master Developer shall have the exclusive right to own, control and license the name. City shall have no obligation to police the use, wrongful or otherwise, of the name by third parties.

3.11. "Saw-tooth Street" Mitigation Required. Where "Not a Part" parcels exist within or adjacent to the Property, that are or will be developed outside of the Community framework, but are bounded on two (or more) sides by developments within the Community, and that result in a "saw-tooth street improvement" (as generally and customarily defined in the Las Vegas Valley) or a non-continuous roadway, Master Developer shall construct such improvements necessary to tie the roadways and any applicable sidewalks or trails together or eliminate the saw-tooth, whichever is necessary. If such construction is restricted due to a lack of available rights-of-way, City agrees to either obtain the necessary rights-of-way at no cost to Master Developer or relieve Master Developer of the requirement to construct such facilities.

3.12. Identity Monuments. Prior to the construction of any identity monuments on the Property, Master Developer shall submit for approval a plan which includes the design and placement of the identity monuments. Such plan shall be reviewed and acted upon by City within thirty (30) days of receipt by City. If the City does act within thirty (30) days, City shall be conclusively deemed to have approved the design and location of the monuments. Sign permits for such Identity Monuments may be issued at any time after approval. Any appeal by the applicant of an adverse decision shall be scheduled for a hearing before the City Council within forty-five (45) days of the City's receipt of the application for appeal.

3.13. Common Area Landscaping. All common area landscaping abutting Village Streets shall be designed and constructed in accordance with the Sunstone Design Guidelines. Sidewalks, landscaping and other appurtenances within common areas abutting Village Streets shall be maintained by the Master HOA. Unless provided for in the Parks Agreement, all landscaping that is not the responsibility of a lot owner to maintain and does not abut a Village Street shall be maintained by the Master HOA or a Sub-HOA. Master Developer, and its successor and assigns, including the Master HOA, is hereby granted a perpetual license to plan, install, operate, maintain, and replace landscaping, irrigation, community signing, and related appurtenances in the City right of way (collectively, the

"Encroachments"). The Encroachments shall be shown on off-site improvement plans or other drawings submitted by the Master Developer to the City for approval. The Encroachments shall conform to the terms and conditions contained in Exhibit "S". The Parties agree that such right of encroachment is for the mutual benefit of the City, Master Developer and the Master HOA and any Sub-HOA. Master Developer shall have the right to assign such encroachment rights to the Master HOA and any Sub-HOA and shall obtain approval in writing from the City prior to a transfer of encroachment obligation.

3.14. Streetlight and Banners. The City agrees to allow Master Developer to use non-standard streetlight poles, mast arms and luminaires set forth in Exhibit "N" within the Community. Luminaires shall comply with the requirements of the approved lighting study and shall be as approved by the City. The Master Developer and/or the Master HOA shall provide at no cost to the City pursuant to this Agreement: (i) five (5) each of the streetlight poles, luminaire mast arms and luminaires and associated appurtenances used as an initial minimum inventory and to be stored in a designated City storage yard; and (ii) replenishment of the minimum inventory within one hundred twenty (120) days of written notice from the City in perpetuity. If the City is compensated by a third party for a damaged streetlight pole, the Master Developer or Master HOA shall be reimbursed for the cost of that damaged streetlight pole. Master Developer shall provide a lighting study for all roadway, intersection, sidewalk and trail lighting. The lighting study shall meet the minimum lighting levels as required by the Uniform Standard Drawings for the Clark County area. The streetlights for the Community must be LED technology for energy efficiency. Master Developer will provide the City five (5) streetlight poles prior to the issuance of the first residential building permit on the Property.

At the Master Developer's option, and with written approval from the City, hanging brackets may be installed on the standard streetlight poles that would support the placement of banners. Banners may only be used for community identification, special events or seasonal identification. If installed, repairs to the poles or brackets as a result of bracket installation, or damage from banners, etc. will be performed by the Master HOA. Master HOA shall perform all repairs related to bracket and banner installation and operation within ten (10) working days of written notice from the City. Prior to installation of banners, the banner mounting hardware must be approved by the City's Traffic Engineering Maintenance Section, in addition to certification and approval from the pole manufacturer as to the type of brackets, materials, mounting methods, size of banner and wind loading is required to maintain structural integrity of the poles

and maintain any and all pole warranties and certifications. A certification letter stamped and signed by a registered Professional Engineer must be submitted to the Traffic Engineering Maintenance Section prior to approval for the banners. A temporary sign permit shall not be required for roadway banners.

3.15. Telecommunications Facilities. The Parties acknowledge that temporary and permanent Telecommunication Facilities are a necessary component to effective communication and will be necessary on the Property. The Parties agree that determining the appropriate location(s), number, and general appearance of Telecommunication Facilities as part of this Agreement will permit both the Master Developer and the City to appropriately plan the Community and will help minimize any potential conflicts or disputes that might arise in regard to permits for such facilities in the future. Therefore, the Parties agree that Telecommunication Facilities on the Property shall be subject to the Telecommunication Exhibit attached as Exhibit "R" and the following conditions:

(a) The Telecommunication Facilities must comply with Federal Communication Commission standards;

(b) Within one (1) year of the recordation of any Development Phase Final Map, Master Developer shall submit a Telecommunications Facilities Map for consideration and approval by the Planning Commission and City Council to indicate the location of Telecommunication Facilities. Minor Modifications to the Telecommunications Facilities Map may be made thereafter pursuant to the process outlined in Section 3.05 of this Agreement. The Telecommunication Facilities shall be located on the Property identified by the Telecommunication Facilities Map, subject to administrative review pursuant to the Code, unless otherwise indicated by the Sunstone Design Guidelines, and in the case of facilities located on City-owned property, approval of lease from the City is required;

(c) The Telecommunications Facilities shall be architecturally compatible with the Sunstone Design Guidelines and incorporate reasonable camouflaging/stealth techniques such as architecturally screened roof-mounted antennas or incorporation into flagpoles and the like;

(d) Master Developer shall use all reasonable efforts to ensure co-location of Telecommunication Facilities;

(e) Telecommunication Facilities shall not obstruct public safety communications and the usual and customary transmission of other communication services enjoyed by adjacent property owners;

and

(f) Freestanding (stand alone) Telecommunications Facilities not located on City-owned property shall not be in excess of seventy (70) feet in height and shall not be located within one hundred (100) feet of any residential lot.

3.16 Right-Of-Way Agreements For Optical Fiber. City shall permit the installation of optical fiber conduit and optical fiber, together with all necessary appurtenances in all City rights-of-way within the Property upon the proper execution of Right-Of-Way Agreement between the Master Developer, or its designee, and the City. Such Right-Of-Way Agreement shall include, at a minimum, the following provisions: a phasing plan for such improvements; any such improvements to be constructed within the City's right-of-way shall be indicated and approved on civil improvement plans; any such improvements shall not exceed one hundred twenty (120) feet in length within the public right-of-way, unless otherwise approved by the Director of Public Works; payment by the Master Developer or its designee of an initial fee of ten thousand dollars (\$10,000.00), and a continuing annual fee of five thousand dollars (\$5,000.00), payment of which is to commence upon the installation of the first instance of optical fiber within the optical fiber conduit, and on every anniversary of the first installation thereafter; Master Developer to notify the Director of Public Works in writing of the first instance of installation of optical fiber; and an annual payment by the Master Developer of one dollar and thirty-three cents (\$1.33) for each linear foot of conduit within the City's right-of-way, subject to annual adjustment based upon the Consumer Price Index, All Urban Consumers (CPI-U).

3.17. Blasting. Master Developer agrees to comply with all Code and City written policies as related to blasting.

3.18. Property Dedications to City. Except as provided in Section 7.05, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to Master Developer from the United States of America).

3.19. Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt

ordinances, resolutions or rules or regulations that are necessary to:

- (a) comply with any state or federal laws or regulations as provided by Section 2.04, above;
- (b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
- (c) maintain City's compliance with non-City and state sewerage, water system and utility regulations. However, the City as the provider of wastewater collection and treatment for this development shall make all reasonable best efforts to insure that the wastewater facilities are adequately sized and of the proper technology so as to avoid any sewage caused moratorium.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

3.20. Cooperation in Financing. City will execute and deliver within thirty (30) days of a written request from Master Developer, such documents as may be reasonably necessary to acknowledge that:

- (a) City has no lien on the Property as a direct result of this Agreement, or disclosure of any City liens that exist; and
- (b) City is not aware of a default of this Agreement by Master Developer or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve Master Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

3.21. Franchise Agreements. City warrants that it has entered into franchise agreements with all of the public utility companies that provide adequate utility services to the Property, specifically, NV Energy, Century Link, Southwest Gas Corporation, and Cox Communications.

3.22. Commercial Development Standards and Design Guidelines. All commercial development within the community shall be subject to the commercial development standards and design guidelines pursuant to the C-2 zoning district of the UDC. All permissible uses shall refer to the zoning districts described in the table on page two (2) of the Sunstone Design Guidelines.

3.23. Wall Permits. City will issue wall permits, including retaining and screening walls, at the

time of civil plan approval. Master Developer and/or Designated Builders shall execute a hold harmless letter for any permits issued.

3.24. Master and Technical Study Review Time. Master Developer and City shall enter into an agreement for the review time period for master and technical sewer, traffic and drainage studies. City agrees to commit to a 4-week first review, 3-week second review and 1-week third review.

3.25 Annexation of Additional Property. City acknowledges that the Master Developer may during the term of this Agreement annex additional property ("Additional Parcels") into the Community. An amendment to this Agreement shall not be required provided that:

- (a) Each Additional Parcel is contiguous to some portion of the Property of the Community;
- (b) Development of each Additional Parcel must conform to this Agreement;
- (c) This Section, and the addition of any Additional Parcels, shall not permit the development or construction of more Density than allowed under this Agreement; and
- (d) Master Developer obtains the necessary zoning and land use approvals and technical study approvals for each Additional Parcel.

Additional Parcels shall be annexed by recording, and shall be considered annexed upon recordation of a notice of annexation in a form to be reasonably agreed upon and acknowledged by City. The terms Community and Property shall include each Additional Parcel upon annexation of each such Additional Parcel.

SECTION FOUR

MAINTENANCE OF THE COMMUNITY

4.01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer will organize a Master HOA within one (1) year of the Effective Date of this Agreement to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets, curbs, gutters, streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update that are eligible for maintenance funding.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. Except as provided in the Parks Agreement, the Master HOA and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to all developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, drainage facilities within Common Elements, sight visibility zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that the Master HOA and Sub-HOA (as applicable) are common-interest communities created and governed by declarations ("Declarations") as such term is defined in NRS 116.037. The Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) The Declaration for the Master HOA will be fully executed and recorded with the office of the Clark County Recorder, and contain (or effectively contain) the following provisions, the form of which provisions is to be approved by the City:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 4.02 can only be materially amended by the Master HOA board with the written consent of City;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan; and

(iv) that in the event the Master HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under

the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. City shall have the right to review the Declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.02 Maintenance Plan. For park and common areas, maintained by the Master HDA or Sub-HOA (as applicable) the corresponding Declaration pursuant to this Section 4 shall provide for a plan of maintenance that contains provisions that substantially conform to those set forth in Exhibit "F" of the Parks Agreement.

4.03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update and eligible for maintenance funding and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, those improvements identified with Drainage Studies for public maintenance, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense. Maintenance of the non-standard streetlights is governed by Section 3.14. City reserves the rights to modify existing sidewalks and the installation of sidewalk ramps and install or modify traffic control devices on common lots abutting public streets at the discretion of the Director of Public Works. Master Developer or Master HOA will maintain all temporary detention basins identified in the Master Drainage Study. The City agrees to cooperate with the Master

Developer and will diligently work with the CCRFCD to obtain acceptance of all permanent drainage facilities.

SECTION FIVE

PUBLIC FACILITIES

5.01. Clark County School District. City agrees that Master Developer has met its obligation to Clark County School District as outlined in the Skye Canyon Development Agreement. However, if there is a change to the Land Use Plan for the Property to increase the density of homes without a Deed Restriction, there may be a need to enter into a Memorandum of Agreement between the Master Developer and the CCSD.

5.02. Fire Protection. Master Developer and City acknowledge that fire protection services for both the Community and the Skye Canyon Property are to be provided, in part, from a fire station constructed, pursuant to Section 5.02 of the Skye Canyon Development Agreement.

5.03. [Intentionally Omitted.]

5.04 Police Services. Designated Builders shall pay City two hundred eighteen dollars (\$218) per residential unit for use in the construction of a Metro substation to serve the Community and the surrounding area. Such payment shall be made concurrent with the building permit issued for each residential unit. City and Metro agree that all residential unit fees collected from development in the Community for a Metro substation shall be used the for construction of a Metro substation that is no more than one mile from the Community and shall be constructed and operating within one year from the completion of the Community.

SECTION SIX

OPEN SPACE, PARKS, TRAILS AND RECREATION FACILITIES

6.01. Parks Agreement. Concurrently with the execution of this Agreement, the Parties shall execute and cause to be recorded in the Official Records of Clark County, Nevada a SUNSTONE Parks Agreement, in the form attached hereto as Exhibit "D" (the "Parks Agreement"), describing the Parties' responsibilities regarding the design, construction, ownership and maintenance responsibilities for the open space, parks, trails and other recreation amenities to be provided by Master Developer. The Parties acknowledge that the Parks Agreement is a vital and integral part of this Agreement, and this Agreement

would not have otherwise been approved and executed without the approval of the Parks Agreement by the City Council.

SECTION SEVEN

PROJECT INFRASTRUCTURE IMPROVEMENTS

7.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Community as required by the Master Studies and this Agreement.

7.02. Acquisition of Rights-of-Way and Easements. City acknowledges that certain rights-of-way and easements outside the boundaries of the Property may be necessary for the construction of the necessary infrastructure improvements. City shall assist the Master Developer in obtaining the necessary rights-of-way, easements or other interests not owned by Master Developer necessary to construct the necessary infrastructure improvements. With regard to any necessary roadways and/or necessary drainage corridors that are proposed to abut or cross BLM lands, Master Developer shall submit all required documentation to City to enable City to acquire the necessary rights from the BLM. City will accept and initiate processing these applications through the BLM upon submittal of the Master Studies and will diligently pursue approval of the applications in a timely manner. In the event any required rights-of-way, easements or other interests cannot be obtained, City may allow a modification of the appropriate approved Master Study to permit development of the Community without such right-of-way, easements or other interest. Master Developer acknowledges and accepts: 1) that prior to BLM grant acceptance by the City for any right-of-way, easement or other interest on behalf of the Master Developer, that the Master Developer shall submit for approval all relevant construction drawings for any Off-Site Improvements required by this Agreement and any of the Master Studies for the property that is the subject of the BLM grant, and the construction of such improvements shall be secured by an Off-Site improvement agreement pursuant to the provisions of the UDC; 2) that there can be placed upon BLM grants by the BLM certain stipulations for which the Master Developer shall be fiscally responsible; 3) that the Master Developer shall indemnify the City, and pay, within a reasonable time, any costs associated with the stipulations, or penalties or fines associated with the violation of such stipulations; and 4) that these requirements for indemnification and payment of costs are included within the necessary Off-Site

Improvement agreements for such improvements.

7.03. Water Supply. The Parties acknowledge that City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Community water in order that the development of the Community will continue uninterrupted. City and Master Developer will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either On-Property or Off-Property necessary for the installation of water facilities to serve the development. Master Developer agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

7.04 Sanitary Sewer.

(a) Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Off-Property Sewer Capacity. The Master Developer and the City have analyzed the effect of the build out of the Community on Off-Property sewer pipelines. The Master Developer agrees to install parallel sewer lines as indicated in the approved Master Sanitary Sewer Study and pursuant to the Sewer Letter dated May 1, 2017 attached as Exhibit "H". The construction of Off-Property sewer pipelines will be performed at the percentage build out shown in this analysis. Master Developer and the City agree that the analysis may need to be revised as exact development patterns in the Community become known. All future offsite sewer analysis for the Community will consider a pipe to be at full capacity if it reaches a d/D ratio of 0.90 or greater. The sizing of new Off-Property sewer pipe will be based on peak dry-weather flow d/D ratio of 0.60 for pipes larger than fifteen (15) inches diameter.

7.05 Traffic Improvements.

(a) Obligation to Construct Village Streets solely on Master Developer. Master Developer is obligated to, and shall design and construct all Village Streets subject to Section 7.04 (b), as indicated in the Master Traffic Study. Master Developer acknowledges and agrees that this obligation shall not be

delegated to, transferred to or completed by any Designated Builder.

(b) Traffic Signal Improvements. Master Developer or Designated Builders shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The City, pursuant to Ordinance 5644, will construct the traffic signals identified in the Master Traffic Study when traffic signal warrants are sufficiently met in the opinion of the City Traffic Engineer.

(c) Updates. If required by the Director of Public Works, Master Developer or a Designated Builder shall submit and receive conditional approval of an update of the Master Traffic Study or a Designated Builder site specific traffic impact analysis prior to the approval of the following land use applications: tentative map (residential or commercial); site development plan review (multi-family or commercial); parcel map; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study. Additional public right-of-way may be required to accommodate such changes.

(d) Construction Phasing. Master Developer shall submit a phasing plan and estimated sequence for all required On-Property and Off-Property street improvements as a part of the Master Traffic Study. City and Master Developer agree the phasing plan is fluid and is dictated by development. Accordingly, the phasing plan may be modified based on the proposed development in the Community.

(e) Sunstone Engineered Details. Sunstone Design Guidelines shall include engineered details for each public street type, private street type, alley type, trail type, sidewalk type, path type or other roadways or pedestrian travel paths that differ from the City's Standard Drawings for the City's review and approval.

(f) Timing of Subdivision Improvements. Civil improvement plans for construction upon a Designated Builder Parcel may be submitted to Public Works after all of the following have occurred:

(i) conditional approval or concurrent with second submittal of a Technical Drainage Study for a Designated Builder Parcel;

(ii) if required by the Public Works Director, approval or concurrent with second submittal of a traffic study for a Designated Builder Parcel;

(iii) approval of a tentative map or site development plan review for the Designated Builder Parcel, as applicable; and

(iv) submittal upon receipt of first review for the master infrastructure of the civil improvement plans to the City for the surrounding master infrastructure.

Surrounding master infrastructure civil improvement plans for infrastructure that required to provide service to the builder parcel must be approved prior to or concurrent with approval of civil improvement plans for the Designated Builder Parcel. Infrastructure that is adjacent to but not utilized by the builder parcel shall be required in compliance with Section 3.04(c).

(g) School Flashers. The installation of school flashers' foundations, poles, and underground infrastructure in front of any schools is the responsibility of the Master Developer. The school flasher equipment shall be provided and installed by CCSD.

7.06 [Intentionally omitted.]

7.07 NDOT Right-of-Way. Currently, a portion of the Property east of US 95 is encumbered by a Nevada Department of Transportation ("NDOT") easement for right-of-way as depicted on the Master Land Use Plan attached as Exhibit "F" ("NDOT Easement"). The Master Developer shall not file and the City shall not accept any applications from the Master Developer for land use entitlements or mapping actions for any portion of the Property encumbered by the NDOT Easement. However, if NDOT agrees to relinquish its NDOT Easement, then that portion of the Property will be developed in accordance with the land use category shown on the Master Land Use Plan. Upon the relinquishment of the NDOT Easement on the Property, the City will accept complete applications from the Master Developer for land use entitlements or mapping actions for any portion of the Property that had been encumbered by the NDOT Easement including a vacation application for existing City of Las Vegas easements or grants associated with the NDOT frontage road.

7.08 Flood Control.

(a) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master Developer's responsibility in the Master Drainage Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Other Governmental Approvals. The Clark County Regional Flood Control District, the Nevada Department of Transportation and any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City. Clark County Department of Public Works

shall receive a copy of the Master Drainage Study and shall have the opportunity to comment.

(c) Updates. The Director of Public Works may require an update to the Master Drainage Study or Master Technical Study as a condition of approval of the following land use applications: tentative map, residential or commercial; site development plan review, multifamily or commercial; or parcel map if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Drainage Study. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(d) Regional Flood Control Facility Construction by Master Developer. A regional MPU facility from Skye Village Road east across US 95, as depicted in Exhibit "P" hereof, will be constructed with a combination of public and private monies ("MPU Facility"). The Master Developer shall pay for the design of the MPU Facility as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008 Master Plan Update.

The City agrees to review and provide comments or approval to any design submittals for the MPU Facility within six (6) weeks from the date of submittal. The Master Developer shall pay for the construction of the MPU Facility from Skye Village Road to the US 95 crossing, and the MPU Facility from the US 95 crossing to the intersection of N. Skye Canyon Park Drive and Moccasin Road including the interim collection facility on the west side of US 95 (within Skye Canyon) , and any additional portion of the MPU Facility located within the Skye Canyon and/or Sunstone communities, with the exception of those portions of the MPU Facility the construction of which is to be paid for by the City pursuant to this subsection (ii), as further identified on Exhibit "P". Because the MPU Facility is a regional facility that will benefit both upstream and downstream property owners and the City, the City shall pay for the construction of the MPU Facility crossing under US 95, and the MPU Facility from the intersection of N. Skye Canyon Park Drive and Moccasin Road to the outfall location East on Moccasin to the existing Upper Las Vegas Wash MPU Facility. The Master Developer agrees, with City's assistance, to update and add the MPU Facility to the Regional Master Plan and the City agrees to prioritize affected facilities and update the 10 Year Construction Program after the approval of the Master Plan Amendment. The City understands that the Master Developer and the Master Developer of the Skye Canyon Master

Planned Community have entered into a separate private agreement for the construction of the MPU Facilities.

If required by the Master Drainage Study or technical drainage studies, the above facilities or portions thereof shall be constructed prior to issuance of any building permits for affected downstream units or alternate flood protection or mitigation acceptable to City must be provided. In the event that the City's construction timing is not consistent with Master Developer's, the Master Developer shall modify connection point designs at Moccasin Road and North Skye Canyon Drive, as approved by the City Engineer. Notwithstanding the foregoing, in the event that Master Developer has fulfilled its abovementioned obligations with respect to the design and construction of the MPU Facility, but the City has not, the City shall not withhold, delay or further condition its issuance of any building permits and/or approvals requested by Master Developer for its desired development of the Community on the basis of the MPU Facility being incomplete.

(e) Construction Phasing. The phasing plan and schedule shown in Exhibit "Q" clearly identifies drainage facilities (interim or permanent) necessary prior to permitting any Designated Builder Parcels for construction. Permits for development within Designated Builder Parcels shall not be issued if the associated master plan facilities shown on Exhibit "Q" are not under construction. Permits for development within Designated Builder Parcels may be issued if the associated master plan facilities shown on Exhibit "Q" are under construction, however final inspections or certificates of occupancy shall not be issued until the City considers the associated master plan facilities shown on Exhibit "Q" to be substantially complete.

(f) Interim Facilities. Any interim or temporary drainage infrastructure constructed in Sunstone Master Planned Community must be maintained by the Master Developer in perpetuity until the interim or temporary drainage infrastructure is replaced by the ultimate condition or permanent drainage infrastructure and accepted by the City.

SECTION EIGHT

SPECIAL IMPROVEMENT DISTRICT

8.01 Special Improvement District. City agrees to consider and, if appropriate process and facilitate

any applications made by Master Developer for the creation of one or more special improvement districts ("SID"). If a request to create a SID is made by Master Developer, the Parties agree to utilize the City's Master Developer Special Improvement District Guidelines ("Guidelines"), which are attached hereto at Exhibit "E."

City shall cooperate with the Master Developer to include all eligible projects for SID Improvements for a SID. The Parties agree that nothing contained in this Section or elsewhere in this Agreement constitutes in anyway a pre-approval or authorization of any such special improvement district and any special improvement district must be processed and approved pursuant to State law and the Applicable Rules.

SECTION NINE

REVIEW OF DEVELOPMENT

9.01 Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than twenty-four (24) months after the Effective Date of this Agreement, and again every twenty-four (24) months on the anniversary date of that first review thereafter, or as otherwise requested by City upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

The report shall contain information regarding the progress of development within the Community, including, without limitation:

- (a) data showing the total number of residential units built and approved on the date of the report;
- (b) specific densities within each subdivision and within the Community as a whole; and
- (c) the status of development within the Community and the anticipated phases of development for the next calendar year.

In the event Master Developer fails to submit such a report within thirty (30) days following written

notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party may be continued to afford reasonable time for response

9.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. Master Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the Parties under this Agreement. The Director of the Department of Planning may, in their discretion, provide copies of the report to members of City's Planning Commission for their information and use.

9.03 Action by the City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

SECTION TEN

DEFAULT

10.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 10 if it commences the appropriate remedial action with the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than thirty (30) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing Party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint Party is in default, and the Party alleging non-compliance may declare the breaching Party in default and elect any one or more of the following courses.

(a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the Party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to Section 10.03.

10.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to one Party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 9 above.

10.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer (or its permitted assigns) may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

10.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eighth Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada.

10.05. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

10.06. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION ELEVEN

GENERAL PROVISIONS

11.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the twentieth (20th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Master Developer is not in default of this Agreement; and
- (c) Master Developer and City enter into an amendment to this Agreement memorializing the

extension of the Term.

11.02. Assignment.

The Parties acknowledge that the intent of this Agreement is that there is a Master Developer responsible for all of the obligations in this Agreement throughout the Term of this Agreement.

(a) Assignments, Generally. At any time during the Term, Master Developer and its successors-in-interest shall have the right to sell, assign or transfer all of its rights, title and interests to this Agreement (a "Transfer") to any person or entity (a "Transferee"). Except in regard to Transfers to Pre-Approved Transferees (which does not require any consent by the City as provided in Section 11.02(c) below), prior to consummating any Transfer, Master Developer shall obtain from the City written consent to the Transfer as provided for in this Section 11, which consent shall not be unreasonably withheld, delayed or conditioned. Master Developer's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City to consider and respond to Master Developer's request. Master Developer shall provide information to the City that Transferee, its employees, consultants and agents (collectively "Transferee Team") has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Master Developer's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and the full execution of an Assignment and Assumption Agreement by City, Master Developer and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for all of the obligations in this Agreement.

(b) Transfers to Active Adult Developer. With the prior written consent of the City, which shall not be unreasonably withheld or delayed, the Active Adult Development Parcels shown on the Master Land Use Plan may be transferred, from time to time, to a transferee(s) provided that at the time of such transfer such transferee(s) (i) acknowledges it is subject to this Agreement and any subsequent amendment or modification thereto and (ii) agrees to develop at the time of such transfer in accordance with the Agreement and any subsequent amendment or modification thereto. Said transferee shall be an Owner as defined herein, but not a Party to this Agreement. Further, said transferee(s) is not responsible

or liable for the development obligations and requirements agreed upon by the Master Developer. If Master Developer defaults on any obligations or requirements in this Agreement, such transferee(s) will not be prohibited from developing within the Active Adult Community. The Active Adult Developer shall also comply with the Entitlement Applications and conditions thereto approved by the City for the development of the Active Adult Community.

(c) Pre-Approved Transferees. Notwithstanding anything in this Agreement to the contrary, the following Transferees constitute "Pre-Approved Transferees," for which no City consent shall be required provided that such Pre-Approved Transferees shall assume in writing all obligations of the Master Developer hereunder by way of an Assignment and Assumption Agreement. The Assignment and Assumption Agreement shall be approved by the City Manager, whose approval shall not be unreasonably withheld, delayed or conditioned. The Assignment and Assumption Agreement shall be executed by the Master Developer and Pre-Approved Transferee and acknowledged by the City Manager. The Pre-Approved Transferee shall thenceforth be deemed to be the Master Developer and be responsible for all of the obligations in this Agreement.

1) An entity owned or controlled by Master Developer or its Affiliates;

2) Any Investment Firm that does not plan to develop the Property. If Investment Firm desires to: (i) develop the Property, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, the Investment Firm shall obtain from the City written consent to: (i) commence development, or (ii) Transfer the Property to a subsequent Transferee that intends to develop the Property, which consent shall not be unreasonably withheld, delayed or conditioned. Investment Firm's written request shall provide reasonably sufficient detail and any non-confidential, non-proprietary supporting evidence necessary for the City Council consider. Investment Firm shall provide information to the City that Investment Firm or Transferee and their employees, consultants and agents (collectively "Investment Firm Team" and "Transferee Team", respectively) that intends to develop the Property has: (i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this Agreement, or (ii) experience and expertise in developing projects similar in scope to the Community. The Investment Firm's request, including approval of the Assignment and Assumption Agreement reasonably acceptable to the City, shall be promptly considered by the City Council for their

approval or denial within forty-five (45) days from the date the City receives Master Developer's written request. Upon City's approval and full execution of an Assignment and Assumption Agreement by City, Investment Firm and Transferee, the Transferee shall thenceforth be deemed to be the Master Developer and responsible for the all of the obligations in this Agreement.

(d) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

11.03. Sale or Other Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein in this Section 11, no sale or other transfer of the Property or any subdivided development parcel shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such purchaser shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

11.04 Indemnity: Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community. Master Developer and City agree to equally pay all costs and attorneys fees for a defense in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement, except for a defense in any legal action related to waiver of proximity restrictions specified in the UDC between Alcohol Related Uses and other Alcohol Related Uses and

between Alcohol Related Uses and parks and/or schools. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

11.05. Binding Effect of Agreement. Subject to Section 11.02, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-interest and the property which is the subject of this Agreement.

11.06 Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

11.07 Counterparts. This Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Agreement by such Party as if the Party had delivered an actual physical original of this Agreement with an ink signature from such Party. Any Party delivering by facsimile or electronic mail transmission shall promptly thereafter deliver an executed counterpart original hereof to the other Party.

11.08 Notices. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City: City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101
Attention: City Manager
Attention: Director of the Department of Planning

If to Master Developer: SC EAST LANDCO, LLC,
a Delaware limited liability company
9275 W. Russell Road, Suite 400
Las Vegas, Nevada 89148
Attention: Joy Broddle, Division President
Email: joy.broddle@lennar.com

With a copy to Development Manager: GREYSTONE NEVADA, LLC
a Delaware limited liability company
9275 W. Russell Road, Suite 400
Las Vegas, Nevada 89148
Attention: Robert Johnson, Vice President
Email: robert.johnson@lennar.com

And a copy to: Robert Gronauer
Kaempfer Crowell
1980 Festival Plaza, Suite 650
Las Vegas, NV 89135

11.09 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

11.10 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

11.11 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

11.12 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

11.13 Release. Each residential lot shown on a recorded Subdivision Map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

11.14 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

11.15 Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law.

11.16 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the Parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community or residing in the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

11.17 Gender Neutral. In this Agreement (unless the context requires otherwise), the

masculine, feminine and neutral genders and the singular and the plural include one another.

[Signatures on following pages]

In Witness Whereof, this Agreement has been executed by the Parties.

CITY:

CITY COUNCIL, CITY OF LAS VEGAS

By:


Mayor

Approved as to Form:

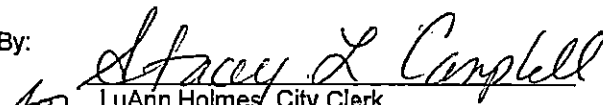

Deputy City Attorney

Seth T. Floyd
Deputy City Attorney 8/5/19

Attest:

City Clerk

By:


for LuAnn Holmes, City Clerk

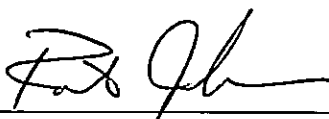
MASTER DEVELOPER

SC East Land Co, LLC,

a Delaware limited

liability company

By:



Name:

ROBERT JOHNSON

Title:

AUTHORIZED AGENT

In the County of CLARK, State of
NEVADA. On this 24 day of
JULY, 2019 before me, the
undersigned Notary Public personally appeared
ROBERT JOHNSON, personally known
to me, proved to me through documentary
evidence, or identified by a credible witness to be
the person named in the foregoing, and executed
the same.



Notary Public Signature

Hannah Swan

Printed Name

Commissioner Number 15-1230-1

My Commission expires: MARCH 26, 2023.

EXHIBITS

Exhibit "A"	Property Description
Exhibit "B"	Phasing Map
Exhibit "C"	Development Impact Notice and Assessment
Exhibit "D"	Parks Agreement
Exhibit "E"	Developer Special Improvement Guidelines
Exhibit "F"	Residential Land Use Table and Master Land Use Plan
Exhibit "G"	Master Drainage and Traffic Studies (on disk)
Exhibit "H"	Sewer Letter dated May 1, 2017
Exhibit "I"	Unified Development Code
Exhibit "J"	Intentionally Omitted
Exhibit "K"	Intentionally Omitted
Exhibit "L"	Village Street and Trail Section
Exhibit "M"	Sunstone Development Standards and Architectural Design Guidelines and Active Adult Parcel Design Guidelines
Exhibit "N"	Street Light Design
Exhibit "O"	Intentionally Omitted
Exhibit "P"	MPU Exhibit
Exhibit "Q"	Flood Control Phasing Plan
Exhibit "R"	Telecommunications Exhibit
Exhibit "S"	Right-of-Way Encroachment License

EXHIBIT A

Sunstone Development Agreement Property Description - - - - -

Assessor's Parcel Number	Acres
125-06-501-001	310.95
125-06-101-001	5
125-06-301-002	3.12
125-06-701-001	238.14
125-06-401-006	0.46
125-07-501-005	29.78
125-07-602-001	3.19
125-07-602-005	31.12
125-07-101-004	0.13
125-07-602-004	5.02
125-07-602-003	1.55
628.46	<u>APN Acreage</u>

Exhibit B



LEGEND	
	PHASE 1
	PHASE 2
	PHASE 3
	PHASE 4
	AGE QUALIFIED PHASE 1
	AGE QUALIFIED PHASE 2
	AGE QUALIFIED PHASE 3
	AGE QUALIFIED PHASE 4
	PARKS

Exhibit C



DEPARTMENT OF PLANNING

DEVELOPMENT IMPACT NOTICE AND ASSESSMENT (DINA) PROJECT OF REGIONAL SIGNIFICANCE (PRS)

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.16.010(E) and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that your project is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan.

Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as SUNSTONE, located at US 95 & Skye Canyon Park Drive- Formerly Horse)

This document is being prepared by:

Company Name: SC East LandCo, LLC
Address: 701 S Carson St. STE 200
Carson City, NV 89701

Contact Person:

Name: Robert Johnson
Title: Authorized Agent
Telephone: (702) 736-9100
Fax: (702) 736-9200
E-mail: Robert.Johnson@Lennar.com

I certify that the statements made by me on this Environmental Impact Assessment represent my best professional judgment and are, to the best of my knowledge, true and complete and correct. I understand that any misrepresentation or material omission of fact on this document may be considered as constituting grounds for an incomplete application and may uphold processing of the application until complete information is provided.

Signature: _____

Date: _____

4-9-19

Name: Robert Johnson
Title: Authorized Agent

CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)

2 Transportation and Traffic

Insert a Table (attach additional sheets if necessary), indicating the number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).

Land Use	Variable		Land Use Code	Daily	AM Peak Hour			PM Peak Hour		
					In	Out	Total	In	Out	Total
Age Restricted Adult Active Living	Dwelling Units	1,000	251	7,360	154	286	440	329	211	540
Single Family Residential	Dwelling Units	1,441	210	11,253	222	665	887	745	437	1,182
Multi-Family Residential	Dwelling Units	857	230	3,591	46	226	272	215	106	321
Commercial	Leasable Floor Area (SF)	212,721	820	9,083	127	77	204	379	411	789
Total				31,286	548	1,254	1,803	1,668	1,165	2,833

3 Schools

Based upon the student generation factors utilized by the Clark County School District (see exhibit 1) what is the estimated number of pupils for each elementary school, junior high or middle school, and high school that the project will cause to be enrolled in local schools?

Elementary School – 741
Junior High/Middle School – 388
High School – 513

4 Emergency Services

Provide the distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation, facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government's plan for capital improvements prepared pursuant to NRS 278.0226.

Current station is under 3 miles from site, future service on site or adjacent.

5 Housing, Mass Transit, Open Space and Recreation

**CITY OF LAS VEGAS
DEVELOPMENTAL IMPACT NOTICE AND ASSESSMENT (DINA)
PROJECT OF REGIONAL SIGNIFICANCE (PRS)**

EXHIBIT 1

Clark County School District

Valley-wide Student Yields

Grade	Student Yield	
	Single-Family	Multi-Family
K-5	0.195	
6-8	0.102	
9-12	0.135	
P & 13		

Single-Family units include mobile homes and townhouse.

Multi-Family units include a combination of apartments, multiplexes, and condominiums.

P & 13: Pre-school and Sunset School.

Exhibit D

**AMENDED AND RESTATED
SUNSTONE PARKS AGREEMENT**

THIS AMENDED AND RESTATED SUNSTONE PARKS AGREEMENT (the "Parks Agreement") is made this _____ day of _____, 2019, by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and SC EAST LANDCO, LLC, a Delaware limited liability company ("Master Developer"). The City and Master Developer are sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. City and Master Developer are parties to, and desire to amend and restate, that certain Eastland Parks Agreement dated _____, 2019 (the "Original Parks Agreement"), which was entered into in connection with, and was recorded as instrument number [●] and recorded as an exhibit to, that certain Development Agreement for Eastland Master Planned Community effective _____, 2019 and recorded as instrument number [●], now referred to as Sunstone Master Planned Community, (the "Development Agreement"), with respect to that certain six hundred twenty-nine (629) gross acres of real property and the improvements constructed or to be constructed thereon identified therein as the "Community".
- B. The current owners of certain land described in Exhibit A attached hereto ("SUNSTONE") within the corporate boundaries of the City are Eastland, LLC, a Delaware limited liability company ("Eastland"); Northland, LLC, a Delaware limited liability company ("Northland"); and East of 95, LLC, a Delaware limited liability company ("East 95"). Eastland, Northland and East 95, and their successors and assigns, may be collectively referred to as "Owner". SC EAST LANDCO, LLC has been appointed as the attorney-in-fact to Owner and as Master Developer of SUNSTONE.
- C. Master Developer has, concurrently with the execution of this Parks Agreement entered into (i) that certain Amended and Restated SUNSTONE Development Agreement with the City (the "SUNSTONE Development Agreement"), which amended, restated and superseded the Development Agreement.
- D. The Development Agreement contemplates that Master Developer will construct parks and other recreational amenities within SUNSTONE as a condition to the City's approval of the development project.
- E. Pursuant to Chapter 4.24 of the Municipal Code of the City (the "Code"), a residential construction tax is payable prior to the issuance of a building permit for the construction of a residential dwelling unit.
- F. Pursuant to Section 4.24.140 of the Code, the residential construction tax may be waived for a project upon the developer's execution of an agreement with the City requiring the developer to construct park facilities ("Qualified Parks") in lieu of paying the tax.
- G. Pursuant to Section 4.24.100(A) of the Code, a developer may establish an association for the common ownership and maintenance of a developed park site that is designed for, and dedicated exclusively to recreation in such development. Pursuant to Section 4 of the Development Agreement, Master Developer has agreed to organize a Master Homeowners Association (the "Master HOA") that will maintain certain parks and common areas.

- H. The Parties wish to enter into this Parks Agreement: (i) to establish the amount and nature of the parks and recreational facilities to be constructed by Master Developer as part of its obligations with respect to the development of SUNSTONE, (ii) to waive the residential construction tax, (iii) to set forth the ownership and maintenance of the Qualified Parks by the City and Master HOA, (iv) to establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, and (v) for other purposes as set forth below. The Parties intend that this Parks Agreement be a covenant running with the land with respect to any Qualified Parks.

NOW, THEREFORE, in consideration of the above recitals and of other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following plan for the construction, protection and benefit of the Qualified Parks. This Parks Agreement shall run with, and shall be binding upon and pass with the ownership interest in the Qualified Parks and shall inure to the benefit of and apply to and bind the Parties and their respective successors in interest.

1. Designation of Park Acreage. Master Developer agrees to design and construct, at Master Developer's sole cost and expense, all of those parks, trails open spaces and other recreational areas depicted on Exhibit B attached hereto. Each of the park areas is hereinafter referred to by the name designation indicated on Exhibit B. All parks and their recreational amenities shall be conveyed to the Master HOA.
2. Required Facilities of Parks. Master Developer agrees that each of the Qualified Parks shall, at a minimum, contain those amenities and features described on the Conceptual Plans attached as Exhibit C hereto (the "Required Facilities"). Master Developer and City agree that all parking and street landscaping are subject to the approval of the City Planning Department. City agrees that Master Developer shall have discretion with respect to any other amenities or features that are to be placed within the parks in addition to the Required Facilities and that City shall not unreasonably withhold or delay its approval of any conceptual plan for a park that contains all of the Required Facilities.
3. Design of Parks. Prior to construction of each park, Master Developer shall meet with the City staff to discuss park amenity programming and shall submit to the City a final conceptual plan for such park showing the Required Facilities shown on Exhibit C and any additional proposed amenities and features of the park for City's review. The final conceptual plans may vary from the conceptual layouts included in Exhibit C. However, approval of a final conceptual plan that conforms to the layouts in Exhibit C shall not be unreasonably withheld by the City. Following acceptance by the City of the final conceptual plan, Master Developer shall proceed to design the park in accordance with the standards set forth in the Sunstone Design Guidelines. Where the design of a Required Facility is not contained in the standards of the Sunstone Design Guidelines, the Required Facility shall be designed in accordance with the City of Las Vegas Design Standards for Parks, Trails, Buildings and Parking Facilities in effect at the time of issuance of the permit for the particular development activity (Exhibit D). City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the approved final conceptual plan, the Sunstone Design Guidelines, Exhibit D, this Parks Agreement, and the provisions of the Building Codes relating generally to construction of improvements within the City.
4. Construction of Parks. Following approval of the drawings and specifications for each park Master Developer shall promptly proceed with construction thereof and diligently pursue completion of each park in accordance with the schedule set forth in Section 5.
5. Completion Schedule. Master Developer agrees that it will adhere to the following schedule for design and construction of Parks.

- A) For purposes of this Parks Agreement, SUNSTONE comprises several "Park Areas," each of which has associated parks and other amenities within its boundaries. Park Areas 1, 2 and 3 are located within Sunstone.
- B) Master Developer has submitted with this Agreement or will submit to the City for its review a conceptual plan of each individual park located within Park Areas 1, 2 and 3 prior to the issuance of the first (1st) permit that exceeds the Park Construction Trigger shown on Exhibit B for the construction of dwelling units within such individual Park Area. City will notify the Master Developer when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each individual Park Area. Master Developer shall submit final conceptual plans upon notification by the City when seventy-five percent (75%) of the Park Construction Trigger permits have been issued in each individual Park Area
- C) Master Developer shall prepare ninety (90) percent construction drawings and specifications for each individual park and submit them to the City for its review within one hundred eighty (180) calendar days following the City's approval of the final conceptual plans for such individual park. Master Developer shall subsequently submit one hundred (100) percent construction drawings and specifications within ninety (90) days of completion of the City's review of the ninety (90) percent construction drawings and specifications.
- D) Master Developer shall commence construction of each individual park located within a Park Area located within SUNSTONE within the timeframe described below. Master Developer shall complete each such individual park within eighteen (18) months of the start of construction.

E) PARK 1

- a. South Park
- b. 3.5 acres
- c. Commence construction prior to the issuance of the later of the five hundred sixty-fifth (565th) building permit for a residential dwelling unit in Park Area 1 or issuance of the certificate of acceptance for the Las Vegas Valley Water District's Rome Water Facility. If certificate of acceptance for the Las Vegas Valley Water District's Rome Water Facility has not been issued by the 565th building permit in Park Area 1, Master Developer agrees to secure a bond for the construction of Park 1 until Park 1 is substantially complete.

F) PARK 2

- a. North Park
- b. 3.5 acres
- c. Commence construction prior to the issuance of the later of the three hundred seventeenth (317th) building permit for a residential dwelling unit in Park Area 2 or issuance of the certificate of acceptance for the Las Vegas Valley Water District's Rome Water Facility. If certificate of acceptance for the Las Vegas Valley Water District's Rome Water Facility has not been issued by the 317th building permit in Park Area 2, Master Developer agrees to secure a bond for the construction of Park 2 until Park 2 is substantially complete.

G) PARK 3

- a. AQ Park
- b. 6.8 acres
- c. Commence construction prior to the issuance of the five hundredth (500th) building permit for a residential dwelling unit in Park Area 3

H) PARK 4

- a. North Trail
- b. 4.1 acres
- c. Commence construction prior to the issuance of the three hundredth (300th) building permit for a residential dwelling unit in Park Area 1

I) PARK 5

- a. South Trail
- b. 2.4 acres
- c. Commence construction prior to the issuance of the three hundredth (300th) building permit for a residential dwelling unit in Park Area 2

J) PARK 6

- a. Moccasin Trail (East)
- b. 3.5 acres
- c. Commence construction prior to the issuance of the five hundredth (500th) building permit for a residential dwelling unit in Park Area 2

K) PARK 7

- a. Moccasin Trail (West)
- b. 3.6 acres
- c. Commence construction prior to the issuance of the seven hundred fiftieth (750th) building permit for a residential dwelling unit in Park Area 3

6. Active Adult Parks. An Active Adult development is contemplated within the Community. The developer for the Active Adult Parcels will be required to submit a major modification application pursuant to Section 3.05 of the Development Agreement with a conceptual park plan for the AQ PARK prior to developing the Active Adult Community. At the time of the submittal of the major modification application, the developer shall submit a conceptual park plan to establish the parcel configuration. A subsequent site development plan review will be submitted in accordance with the provisions of Section 3 of the Parks Agreement.
7. Public's Right to Use of Qualified Parks. Master Developer agrees that the Qualified Parks, except the AQ Park, will be available for use by the general public on a non-discriminatory basis. Master Developer shall ensure that a land use restriction creating nondiscriminatory access and use

rights for the public to and over such Qualified Park is recorded against the park parcel in the Official Records of Clark County, and shall provide a verified copy thereof (with the recording information set forth thereon) to the City. In the event of any failure to record such restriction, the Master HOA shall record such restriction and provide such copy to the City upon receiving such Qualified Park from Developer. Each Qualified Park shall be conveyed by Master Developer to the Master HOA within sixty (60) days of final completion and accepted as a "Park" to be maintained by the Master HOA pursuant to a declaration that meets the requirements of NRS Chapter 116.

8. Maintenance Obligations. The Master HOA will assume and accept the Master HOA's duty pursuant to the Declaration to maintain the Qualified Parks (the "HOA Parks") within thirty (30) days of completion. The Master HOA shall maintain the Qualified Parks it has accepted in good condition and repair in compliance with the Declaration except as otherwise set forth herein. This Parks Agreement, along with the Maintenance Plan attached hereto as Exhibit E takes the place of and satisfies the requirements of the maintenance plan with the Master HOA required by the City with respect to the Qualified Parks pursuant to NRS 278.4789.
9. Rules and Regulations. The Master HOA shall have the right to establish rules and regulations for use of the HOA Parks that it has accepted. However, all rules and regulations must apply equally to members of the Master HOA and the public. The rules and regulations cannot discriminate against members of the public in favor of members of the Master HOA. The Parties acknowledge and agree that portions of certain HOA Parks may be reserved for the private use of Members of the Master HOA and guests of the Master HOA.
10. Amendment of the Declaration. Neither Master Developer nor the Master HOA shall (i) amend any provision of the Declaration affecting the Qualified Parks in a manner that violates any term or provision of this Parks Agreement, without obtaining the prior written consent of the City, or (ii) take any action pursuant to any provision of the Declaration or otherwise to change an active recreational area or facility to a use or character that does not permit active recreational use.
11. Damage and Restoration. In the event of damage to or destruction of the HOA Parks, the Master HOA shall, as soon as reasonably possible, restore and reconstruct the damaged or destroyed areas to at least as good a condition as they were in immediately prior to such damage or destruction. All work shall be performed in a good and workmanlike manner and shall conform to all applicable governmental requirements, as well as the Declaration and this Parks Agreement.
12. Construction of Qualified Parks. Master Developer shall, at Master Developer's expense, obtain all necessary permits and licenses for the construction and installation of the improvements in the Qualified Parks, give all necessary notices and pay all fees and taxes required by law.
13. Park Contribution Payment. Master Developer agrees to contribute two hundred fifty thousand dollars (\$250,000) to the design and construction of the Northwest Regional Park (the "Park Contribution Payment"). Master Developer shall pay the Park Contribution Payment to City within thirty (30) days after recordation of the Sunstone Development Agreement
14. Waiver of Residential Construction Tax. In consideration of Master Developer's agreement to construct all of the Qualified Parks identified in this Parks Agreement and to make the Park Contribution Payment, City hereby waives the residential construction tax for all the residences constructed in SUNSTONE up to the maximum number of residential units permitted by the Development Agreement and, except as indicated in Section 5(D) herein, further waives the requirement for security for the estimated cost of construction.
15. Use of Flood Control Facilities. City will allow Master Developer to construct open space, parks, trails and other recreational amenities within drainage corridors, drainage channels, and flood plains (for purposes of this Section only these terms may otherwise be defined as "Flood Facilities") so long as

the Flood Facilities meet the minimum design and construction standards of City and the Clark County Regional Flood Control District. Master Developer shall be responsible for the replacement and/or repair of the open space, parks, trails and other recreation amenities within such Flood Facilities, if and when damaged or destroyed by water until such time as Master Developer shall convey the facilities to the Master HOA. This provision shall survive any termination or expiration of this Parks Agreement.

16. Enforcement and Remedies.

- (a) General. If any Party defaults in the performance of any obligation under this Parks Agreement, and if such default remains uncured thirty (30) days after written notice from the other Party ("Nondefaulting Party"), stating with particularity the nature and extent of such default, then Nondefaulting Party shall have the right to (i) perform such obligation on behalf of such defaulting Party and (ii) be reimbursed by such defaulting Party, within ten (10) days of written demand, for the cost thereof. The failure of the Nondefaulting Party to insist, in any one or more cases, upon the strict performance of any provision of this Parks Agreement shall not be construed as a waiver of the future breach of such provision or any other provision of this Parks Agreement.
- (b) Withholding of Residential Permits. If Master Developer fails to cure any default of its obligations described in Section 5, the City Council may, after a hearing, withhold the issuance of residential dwelling unit permits within SUNSTONE. City shall provide Master Developer written notice at least fifteen (15) days prior to such hearing.
- (c) Remedies Cumulative. Each Party to this Parks Agreement may prosecute any proceeding at law or in equity against any person or entity violating or attempting to violate any of the covenants or provisions contained herein to prevent such person or entity from so doing and to recover damages for any such violation. All remedies provided in this Parks Agreement are cumulative. Therefore, notwithstanding the exercise by a Party of any remedy hereunder, such Party shall have recourse to all other remedies as may be available at law or in equity.

17. Miscellaneous.

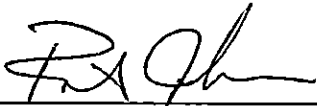
- (a) Assignment. Master Developer may assign all of its rights and obligations under this Parks Agreement in conjunction with assignment to a successor Master Developer contemplated under Section 11 of the Development Agreement. Posting of a performance bond by a successor Master Developer shall not be required by the City so long as successor Master Developer assumes all Master Developer obligations in the Development Agreement, including the obligations in this Parks Agreement. If Master Developer (or successor Master Developer) desires to assign all or part of its rights and obligations under this Parks Agreement to anyone other than a successor Master Developer (or new successor Master Developer), the Parks Agreement Assignee shall assume the assigned rights and obligations, and the City shall not unreasonably withhold approval of such assignment. However, prior to the City's approval of such assignment to a Parks Agreement Assignee, Parks Agreement Assignee's performance shall be secured by a performance bond in the amount and form, and from a surety, agreed to by the City. The performance bond shall name the City and Master HOA as joint Obligees until such time that all outstanding obligations assumed by the Parks Agreement Assignee are complete and the parks are conveyed to the Master HOA. The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City, which shall not be unreasonably withheld.
- (b) Notices. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be

notified, (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

- (c) Interpretation. The captions of the various provisions of this Parks Agreement are for convenience and identification only and shall not be deemed to limit or define the contents thereof. This Parks Agreement shall be construed in accordance with the laws of the State of Nevada. This Parks Agreement supersedes all prior written or verbal representations or declarations of the Parties with respect to the subject matter hereof. If any clause, sentence, or other portion of this Parks Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.
- (d) Binding Effect; Covenants Running With Land. By acceptance of a deed, lease or document of conveyance, or acquiring any ownership or leasehold interest in any of the real property constituting a Qualified Park, each person binds such person and such person's heirs, personal representatives, successors, transferees and assigns to all of the provisions, restrictions, covenants, conditions, rules and regulations now or hereafter imposed by this Parks Agreement and any amendment hereto. In addition, each such person by so doing hereby acknowledges that this Parks Agreement sets forth a general scheme for the improvement and development of the real property covered hereby and evidences such person's intent that all the provisions contained in this Parks Agreement, as amended, shall run with the land and be binding on all subsequent and future owners, lessees, grantees, purchasers, assignees and transferees of property subject to this Parks Agreement. Each such person fully understands and acknowledges that this Parks Agreement shall be mutually beneficial and enforceable as provided herein by the various subsequent and future Owners, as well as by the parties hereto.
- (e) Recordation. This Parks Agreement shall be recorded in the Official Records of Clark County, Nevada, and shall be effective upon such recordation.
- (f) Duration and Amendment. This Parks Agreement shall continue in full force unless a Declaration of Termination satisfying the requirements of an amendment to this Parks Agreement is recorded. This Parks Agreement may be amended at any time by recording an amendment executed by Master Developer, the City, and the Master HOA.
- (g) No Third Party Beneficiaries. This Parks Agreement is intended for the exclusive benefit of the Parties hereto and their respective permitted assigns and the general public and is not intended and shall not be construed as conferring any benefit or right on any third parties, including any Designated Builders within SUNSTONE.
- (h) Counterparts. This Parks Agreement may be executed at different times and in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of this Parks Agreement may be detached from any counterpart without impairing the legal effect to any signatures thereon, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery of a counterpart by facsimile or portable document format (pdf) through electronic mail transmission shall be as binding an execution and delivery of this Parks Agreement by

SIGNATURE PAGE TO THE SUNSTONE PARKS AGREEMENT

SC EAST LANDCO, LLC

By: 
Print Name: ROBERT JOHNSON
Title: AUTHORIZED AGENT

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On the 24 day of JULY, 2019, before me, the undersigned, personally appeared ROBERT JOHNSON personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

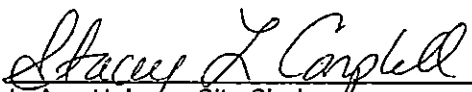

Notary Public in and for said State



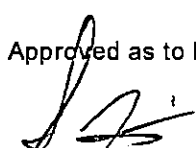
CITY OF LAS VEGAS, NEVADA

By: 
Print Name: Carolyn Goodman
Title: Mayor

ATTEST:


LuAnn Holmes, City Clerk

Approved as to Form:


Seth T. Floyd
Deputy City Attorney
Deputy City Attorney

8/5/19

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On the ____ day of _____, 2019, before me, the undersigned, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument to be the person, or the entity upon which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

EXHIBITS

<u>Exhibit A</u>	Property Description
<u>Exhibit B</u>	Parks Exhibit with Construction Triggers
<u>Exhibit C</u>	Conceptual Plans with Required Facilities
<u>Exhibit D</u>	City Design Standards for Parks, Trails, Building, and Parking Facilities
<u>Exhibit E</u>	Maintenance Plan

PARKS AGREEMENT

EXHIBIT A

PARKS DESCRIPTION

EXHIBIT A

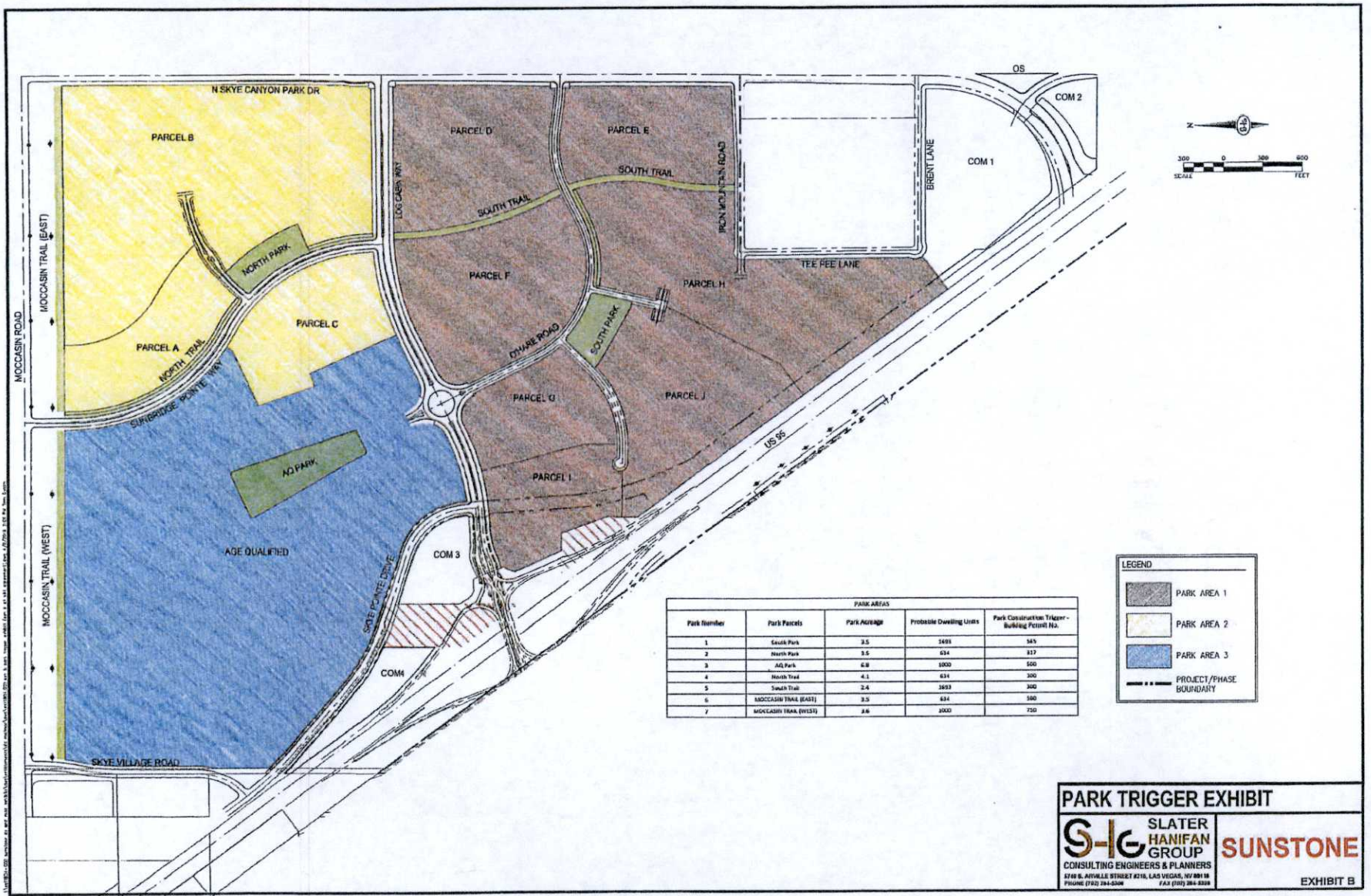
Sunstone Development Agreement Property Description

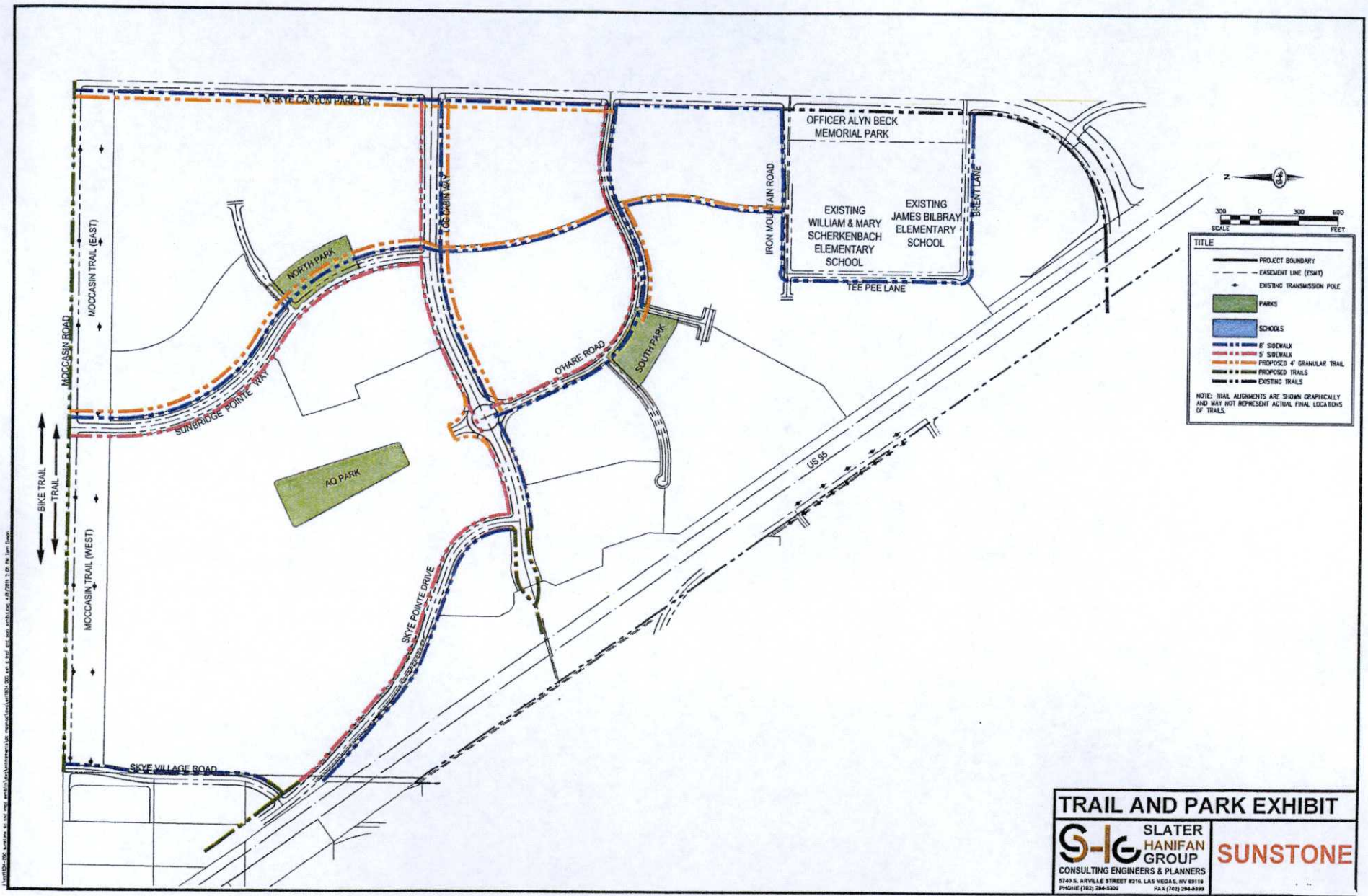
Assessor's Parcel Number	Acres
125-06-501-001	310.95
125-06-101-001	5
125-06-301-002	3.12
125-06-701-001	238.14
125-06-401-006	0.46
125-07-501-005	29.78
125-07-602-001	3.19
125-07-602-005	31.12
125-07-101-004	0.13
125-07-602-004	5.02
125-07-602-003	1.55
<u>628.46</u>	<u>APN Acreage</u>

PARKS AGREEMENT

EXHIBIT B

PARKS EXHIBIT WITH CONSTRUCTION TRIGGERS





TRAIL AND PARK EXHIBIT

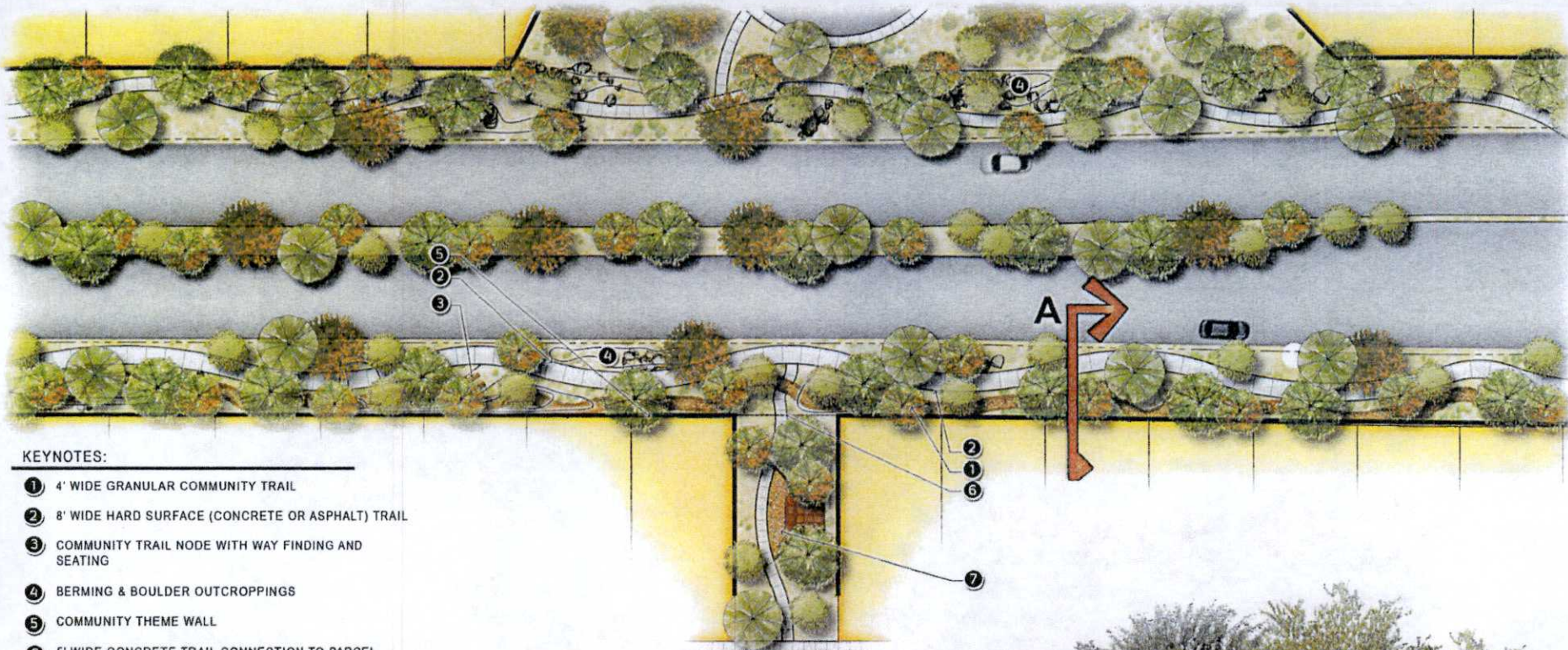
S-I SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #214, LAS VEGAS, NV 89119
PHONE (702) 294-5300 FAX (702) 294-8399

SUNSTONE

PARKS AGREEMENT

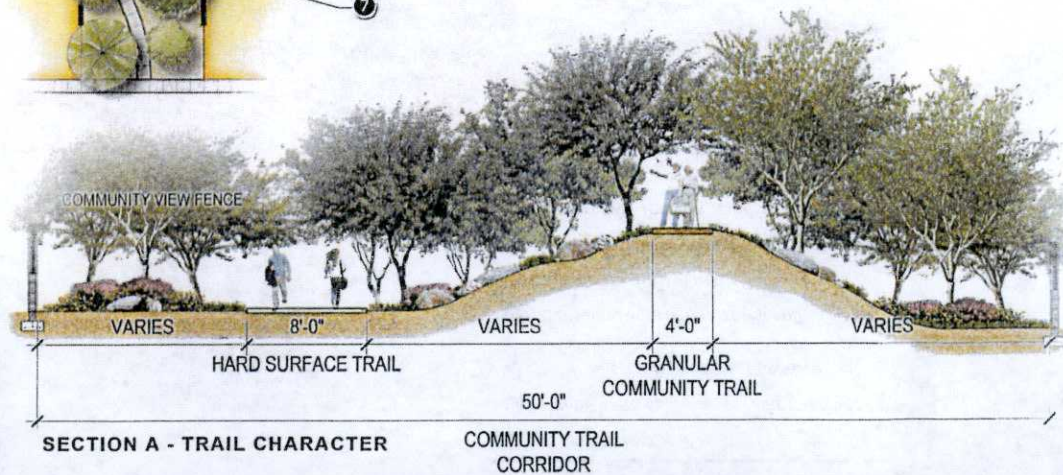
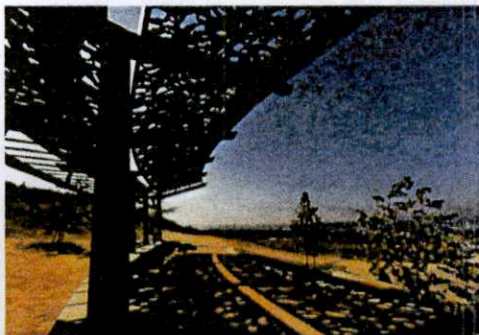
EXHIBIT C

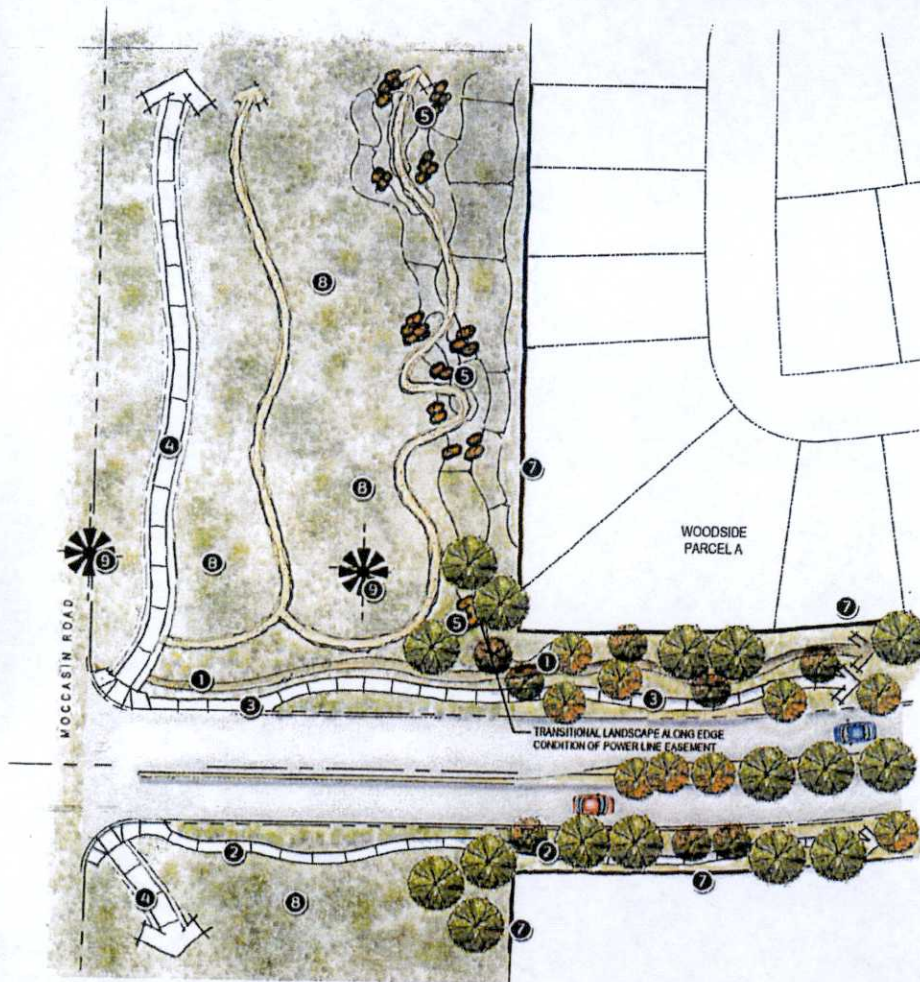
CONCEPTUAL PLANS WITH REQUIRED FACILITIES



KEYNOTES:

- ① 4' WIDE GRANULAR COMMUNITY TRAIL
- ② 8' WIDE HARD SURFACE (CONCRETE OR ASPHALT) TRAIL
- ③ COMMUNITY TRAIL NODE WITH WAY FINDING AND SEATING
- ④ BERMING & BOULDER OUTCROPPINGS
- ⑤ COMMUNITY THEME WALL
- ⑥ 5' WIDE CONCRETE TRAIL CONNECTION TO PARCEL
- ⑦ INTERACTIVE ACTIVITY NODE WITH SEATING AND CANOPY SHADE TREES.





KEY NOTES

- ① 48" WIDE GRANULAR COMMUNITY TRAIL
- ② 5' WIDE CONCRETE SIDEWALK
- ③ 8' WIDE CONCRETE SIDEWALK
- ④ 8' WIDE HARD SURFACE PATH (CONCRETE OR ASPHALT), WITH 2' WIDE SHOULDERS
- ⑤ EXISTING AND SUPPLEMENTAL BERMING WITH NATIVE BOULDER OUTCROPPINGS
- ⑥ NATIVE GRANULAR BIKE TRAIL ALONG MOCCASIN ALIGNMENT TO BE FIELD STAKED IN VOIDS OF VEGETATION TO MAINTAIN EXISTING NATIVE CONDITIONS.
- ⑦ COMMUNITY PERIMETER WALLS
- ⑧ UNDISTURBED NATURAL DESERT TO REMAIN.
- ⑨ POWER POLES

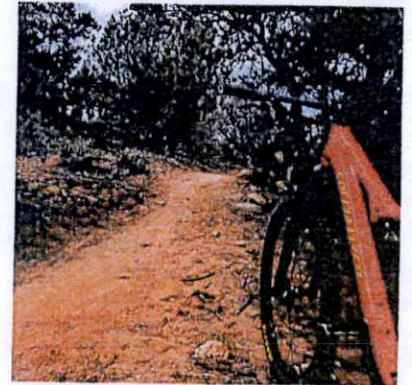
LANDSCAPE

STREET FRONTAGE
TREES IN CLUSTERED LAYOUT ON AVERAGE OF ONE (1) TREE PER EVERY 30' LINEAR FEET WITH MAXIMUM SPACE BETWEEN CLUSTERS TO BE LESS THEN 45'. ALTERNATE DRIFTS OF EVERGREEN AND DECIDUOUS TREES IN LAYERS
TREE SIZES TO BE A MINIMUM OF THE FOLLOWING:
25% - 24" BOX
40% - 30" BOX
35% - 48" BOX OR LARGER

SHRUBS TO BE PLANTED AS 5-GALLON SHRUBS MINIMUM WITH FIVE (5) SHRUBS PER TREE. GROUND COVERS TO BE 1 GALLON MINIMUM AND USED AS SUPPLEMENTAL PLANTS FOR LOW FLOWERING ACCENTS ALONG INTERSECTIONS AND SVZ'S.

ALL DISTURBED LANDSCAPE AREAS TO RECEIVE A MINIMUM OF 2" DEEP DECOMPOSED GRANITE WITH A SIZE NO LESS THEN 3/4" SCREENED (COLOR TO MATCH ADJACENT NATIVE AREAS)

ALL LANDSCAPE TO BE ON AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.



LENNAR

SUNSTONE

Conceptual trial plan on
Moccasin

plan scale 1:30
date: 04.10.19

andersonbaron
plan · design · achieve
10 N. MILITARY AVENUE, SUITE 101
CHANDLER, ARIZONA 85226
PH: 480.699.7956 FAX: 480.699.7966

PARCEL F

OHARE ROAD

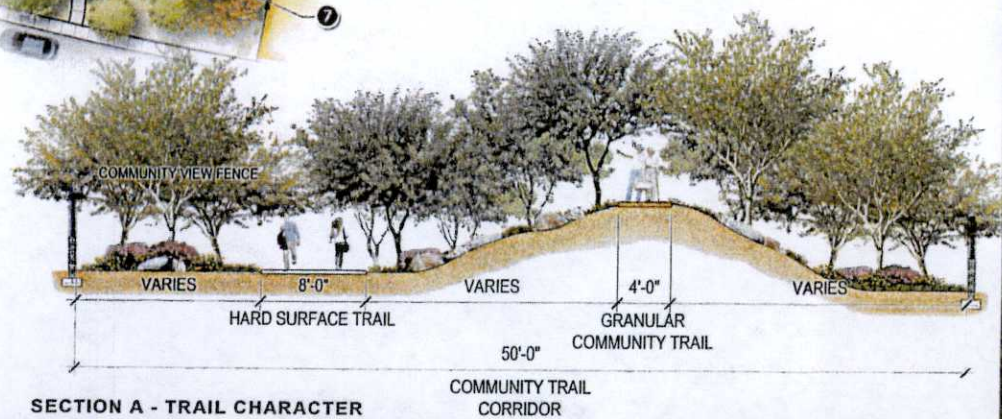
KEYNOTES:

- 1 4' WIDE GRANITE TRAIL
- 2 8' WIDE CONCRETE SIDEWALK
- 3 8' WIDE CONCRETE SIDEWALK
- 4 21 SPACE PARKING LOT
- 5 16' X 16' TRAIL HEAD RAMADA
- 6 RESTROOM FACILITY WITH FILTERED SHADE STRUCTURE
- 7 BIKE RACK
- 8 2-5 YEAR & 5-12 YEAR PLAY STRUCTURES WITH CANVAS SHADE STRUCTURES
- 9 20' X 25' FILTERED SHADE RAMADA WITH BBQ GRILLS & PICNIC TABLES
- 10 FORMALIZED GRID OF CANOPY SHADE TREES
- 11 BIKE PUMP TRACK AVID TRAILS
- 12 MOUNDED TURF PLAY HILLS
- 13 TURF ACTIVE PLAY FIELDS
- 14 PARK BENCH
- 15 FORRESTED OUTDOOR PICNIC AREA WITH STABILIZED GRANITE SURFACE
- 16 ON-STREET PARKING
- 17 LANDSCAPE BUFFER ZONE



KEYNOTES:

- ① 4' WIDE GRANULAR COMMUNITY TRAIL
- ② 8' WIDE HARD SURFACE (CONCRETE OR ASPHALT) TRAIL
- ③ COMMUNITY TRAIL NODE WITH WAY FINDING AND SEATING
- ④ BERMING & BOULDER OUTCROPPINGS
- ⑤ COMMUNITY VIEW FENCE
- ⑥ 5' WIDE CONCRETE TRAIL CONNECTION TO PARCEL
- ⑦ INTERACTIVE ACTIVITY NODE WITH SEATING AND CANOPY SHADE TREES.



KEYNOTES:

- | | |
|---|---|
| ① 4' WIDE GRANITE TRAIL | ⑩ AVID TRAILS FITNESS STATION |
| ② 8' WIDE CONCRETE SIDEWALK | ⑪ COMMUNITY TRAIL REST & RECHARGE STATION |
| ③ 6' WIDE CONCRETE SIDEWALK | ⑫ TURF ACTIVE PLAY FIELDS |
| ④ 9 SPACE PARKING LOT | ⑬ PARK BENCH |
| ⑤ 16' X 16' TRAIL HEAD RAMADA | ⑭ ELEVATED LOOKOUT TRAIL |
| ⑥ RESTROOM FACILITY WITH FILTERED SHADE STRUCTURE | |
| ⑦ 2-5 YEAR & 5-12 YEAR PLAY STRUCTURES WITH CANVAS SHADE STRUCTURES | |
| ⑧ 20' X 25' FILTERED SHADE RAMADA WITH BBQ GRILLS & PICNIC TABLES | |
| ⑨ FORMALIZED GRID OF CANOPY SHADE TREES | |



PARKS AGREEMENT

EXHIBIT D

**CITY DESIGN STANDARDS FOR PARKS, TRAILS, BUILDING,
AND PARKING FACILITIES**

(CONTAINED IN A SEPARATE VOLUME.)

PARKS AGREEMENT

EXHIBIT E

MAINTENANCE PLAN

**MAINTENANCE PLAN FOR ALL PRIVATELY MAINTAINED PARKS, FACILITIES AND OTHER
COMMON AREAS**

1. The Plan for Maintenance of Public and Common Areas (the "Plan") must be approved by the City and must contain provisions that outline the proposed standards and level of maintenance and/or frequency of maintenance to be provided with respect to:
 - a) Common area landscaping and sidewalks;
 - b) Parks, trails, paseos, open spaces, and other recreational areas and the related Required Facilities described in the Park Agreement;
 - c) Temporary and/or interim drainage facilities including riprap lined channels and natural arroyos as determined by the approved Master Drainage Study, but excluding all temporary detention basins identified in the Master Drainage Study;
 - d) All landscaping and landscaping appurtenances located within City- dedicated public rights-of-way.
2. The Plan will include provisions for maintenance of common area lighting and for walls and fences located within common areas, but excluding any walls or fences located on an individual unit or lot.
3. The Plan will include provisions for periodic inspection, maintenance and repair of the improvements in such a manner and with such frequencies so as to maintain the improvements to prevent deterioration, to avoid unsightliness, and maintain the aesthetic appearance, the function, the safety and look of the improvements as originally intended. Any significant deviation from those standards may be implemented only after consultation with and the approval of the City. The required levels of maintenance and repair shall be defined for the following components, including, without limitation:
 - a) Requirements for maintenance of all the following items in a healthy, safe and aesthetically acceptable condition:
 - Non-Sports Field Turf (All allowable types)
 - Sports Field Turf (All allowable types)
 - Landscape and planting components, trees, shrubs, groundcover, etc. (All allowable types)
 - Color plantings (All allowable types)
 - b) Requirements for maintenance of all the following items in an operable, healthy, safe and aesthetically acceptable condition:
 - Irrigation and all associated components
 - Playground equipment
 - Exercise or Par-Course equipment
 - Picnic Areas, including all appurtenances in the area
 - Shade Structures
 - Water features, including all splash pads, fountains, drinking fountains
 - Skate park areas, including all appurtenances
 - Restroom facilities
 - Dog park areas, including all appurtenances

- Lighting (All allowable types)
- Sports Courts (All allowable types)
- Walkways, pathways and roadways, with or without hardscape improvements
- Fencing, walls and gates (All allowable types)
- Signage (All allowable types)
- Amenities, including all benches, trash receptacles, trash dumpsters and picnic tables
- All parking lot or other paved areas

4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("HOA") but only with the written consent of the City.
5. The Plan will include a provision that, in the event the Master HOA fails to maintain any or all of the improvements in accordance with the provisions of the Plan, the City may exercise its rights under the declaration, including the right of the City to make assessments for costs incurred by the City in maintaining the improvements, which assessments shall constitute liens against the Property and individual lots within subdivisions which may be executed upon and which shall have the same priority as liens for real estate taxes.

EXHIBIT E

DEVELOPER SPECIAL IMPROVEMENT GUIDELINES

CITY OF LAS VEGAS

DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES



December 2, 1992

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CITY OF LAS VEGAS

Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly-owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the city will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial, or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities, which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) ~~Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.~~

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than \$2,500,000.

B. Environmental Matters.

1. A Phase 1 environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase 1 assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three

(3) years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultants request.

2. Financing Completion; Equity. The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivision) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g., electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principle and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D.1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City Agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments; Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regards to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to choose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the city, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bonds, cash or other acceptable form of security for payments of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

Exhibit F

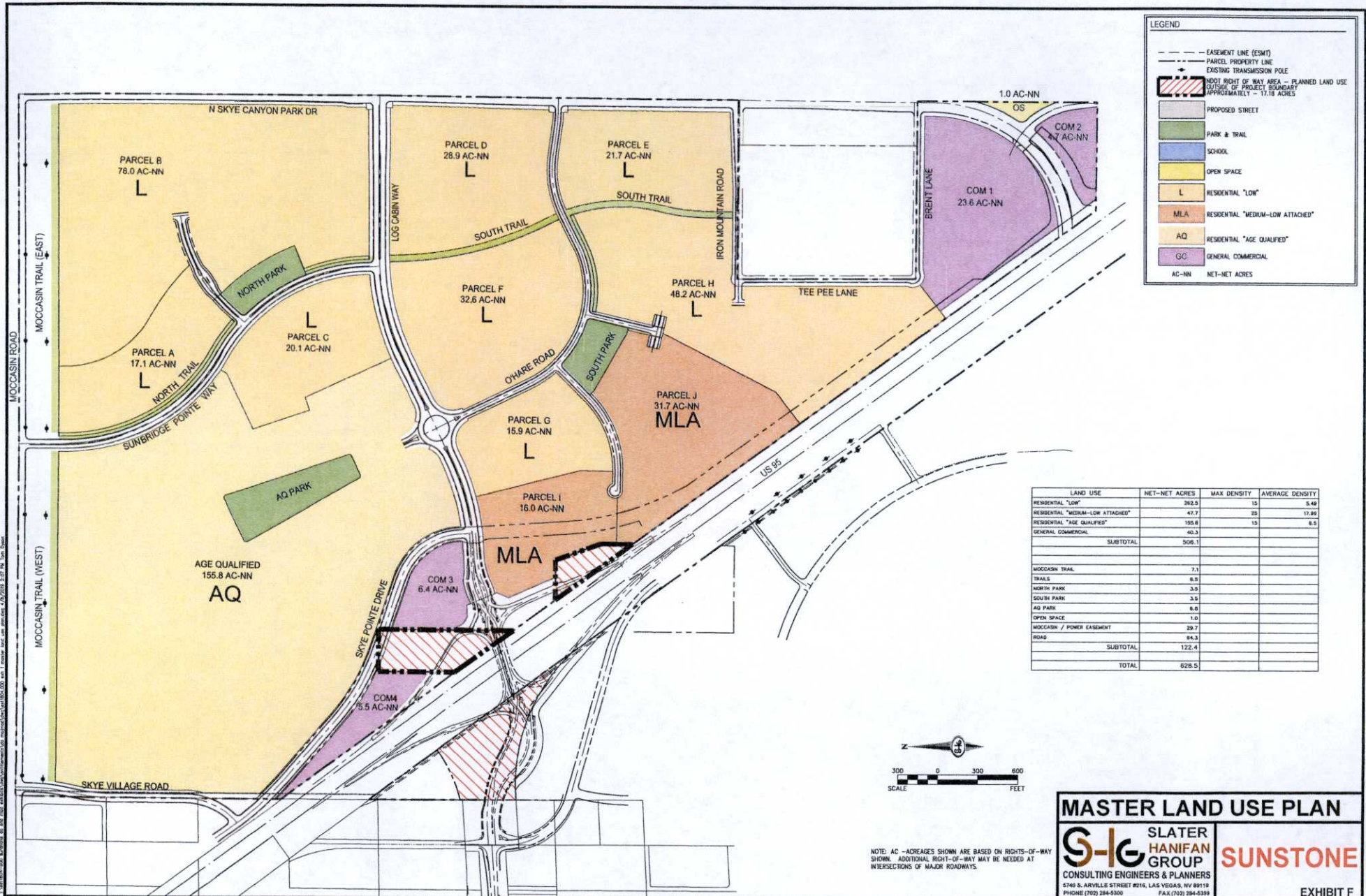


EXHIBIT G

EASTLAND DEVELOPMENT AGREEMENT MASTER DRAINAGE AND TRAFFIC STUDIES

(DISK PREVIOUSLY HAND DELIVERED TO CITY OF LAS VEGAS)



**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

**DEPARTMENT OF
PUBLIC WORKS**

David N. Bowers
Director

DEVELOPMENT
SERVICES CENTER
333 NORTH RANCHO DRIVE
7TH FLOOR
LAS VEGAS, NV 89106
702.229.4532
TTY 711



cityoflasvegas
lasvegasnevada.gov

May 1, 2017

Travis Pocchmann, P.E.
Slater Hanifan Group
5740 S. Arville Street, Suite 216
Las Vegas, NV 89118

RE: Wastewater Master Plan Update for Skye Canyon

Dear Mr. Pocchmann:

The City's review of off-property sewer impacts resulting from the Wastewater Master Plan Update (WMPU) for Skye Canyon dated November 2016 is complete. Based on the currently proposed densities and outfall locations, there are no off-property capacity shortfalls projected due to Skye Canyon. As such, no future off-property pipeline improvements will be required for this WMPU.

The City still considers Pipes P82, P92 and P93 as on-property due to the fact that they are included in the WMPU analysis and located upstream of Outfall O3. As such, this WMPU must address the capacity shortfall identifying a relief sewer requirement; otherwise modify the on-property sewer network discharging these flows to Outfall O3 in a different manner. Please submit a revised Wastewater Master Plan for Skye Canyon addressing this remaining comment.

Should there be future modifications to this conditionally approved WMPU, the City maintains its right to require a master plan update and reevaluate for off-property capacity shortfalls to be relieved by the Skye Canyon development.

If you have any questions, please feel free to email me or call me at (702) 229-2178.





**LAS VEGAS
CITY COUNCIL**

Carolyn G. Goodman
Mayor

Steven D. Ross
Mayor Pro Tem

Lois Tarkanian
Ricki Y. Barlow
Stavros S. Anthony
Bob Coffin
Bob Beers

Elizabeth N. Fretwell
City Manager

**DEPARTMENT OF
PUBLIC WORKS**

David N. Bowers
Director

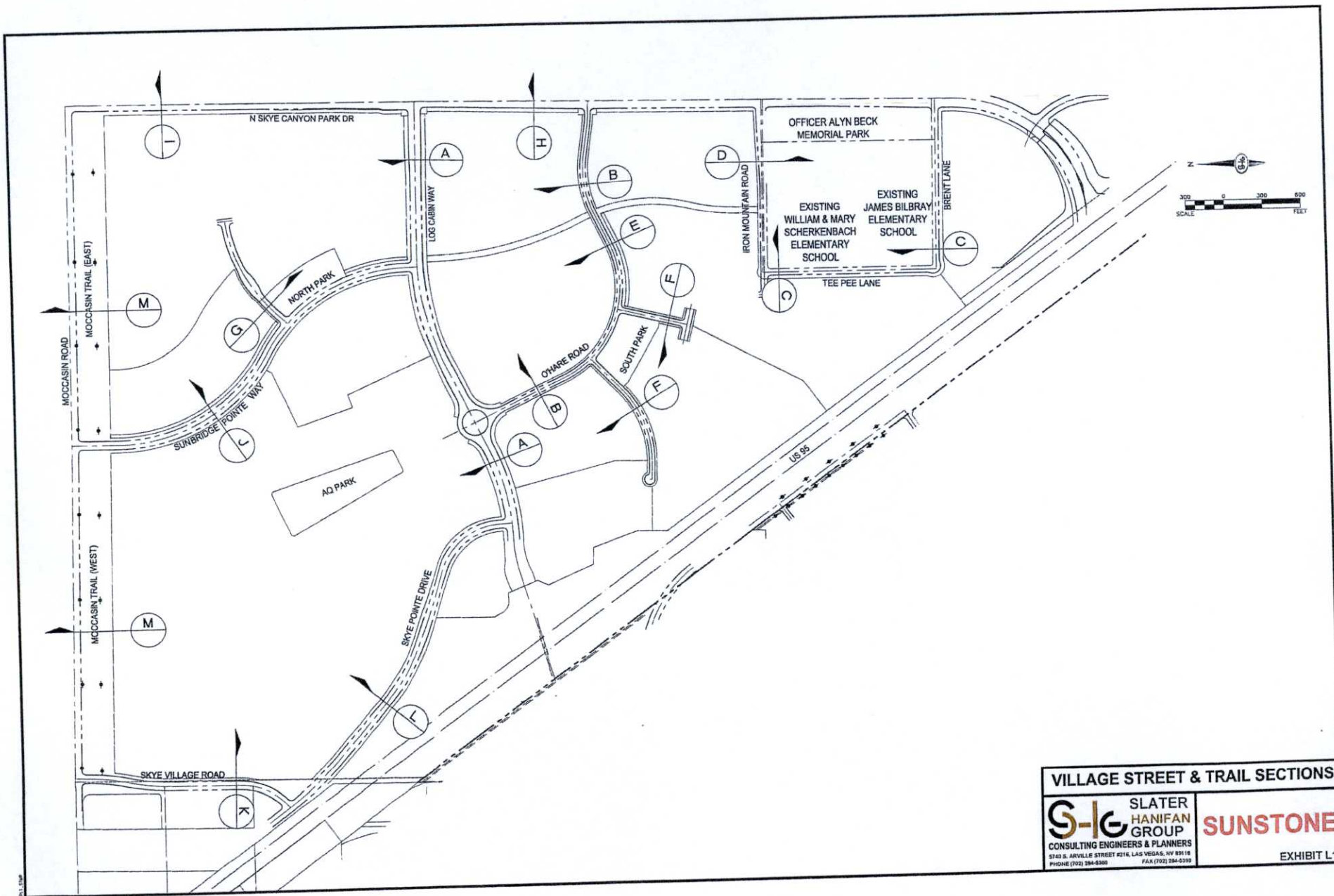
Sincerely,

Tim Parks, P.E.
Engineering Project Manager
Sanitary Sewer Planning
Department of Public Works

cc: Kristina Swallow, P.E., CLV Public Works
Keith Letus, P.E., CLV Public Works

DEVELOPMENT
SERVICES CENTER
333 NORTH RANCHO DRIVE
7TH FLOOR
LAS VEGAS, NV 89106
702.229.4532
TTY 711





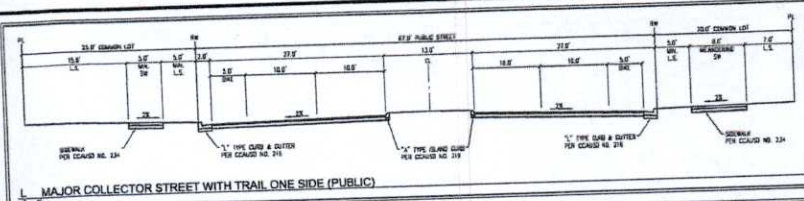
VILLAGE STREET & TRAIL SECTIONS

S-I-G SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS

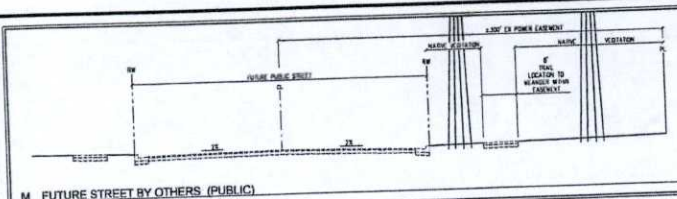
SUNSTONE

EXHIBIT L1

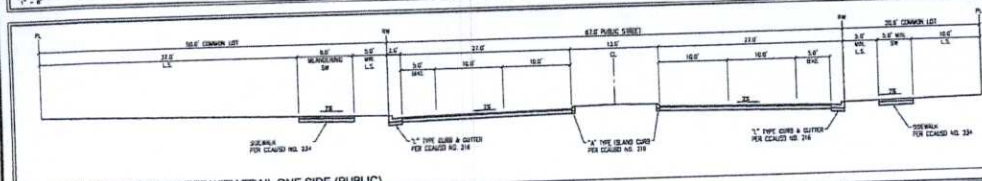
5740 S. ARVILLE STREET #216, LAS VEGAS, NV 89115
PHONE (702) 294-9388 FAX (702) 294-9390



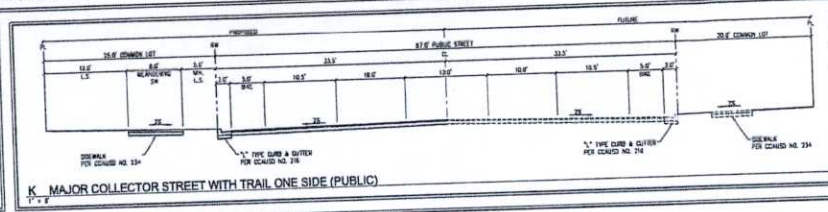
I. MAJOR COLLECTOR STREET WITH TRAIL ONE SIDE (PUBLIC)



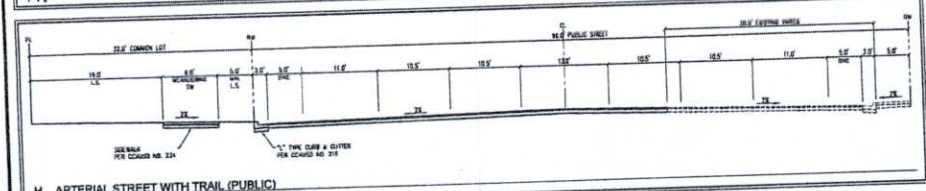
M. FUTURE STREET BY OTHERS (PUBLIC)



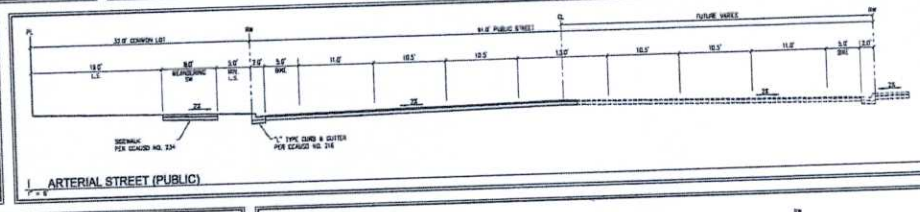
J. MAJOR COLLECTOR STREET WITH TRAIL ONE SIDE (PUBLIC)



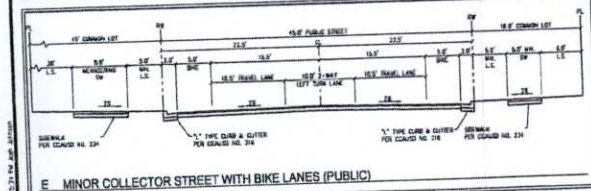
K. MAJOR COLLECTOR STREET WITH TRAIL ONE SIDE (PUBLIC)



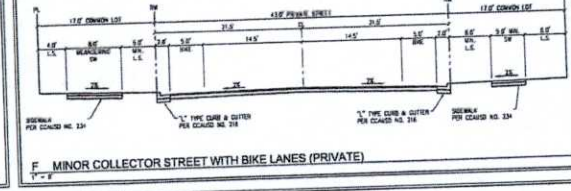
H. ARTERIAL STREET WITH TRAIL (PUBLIC)



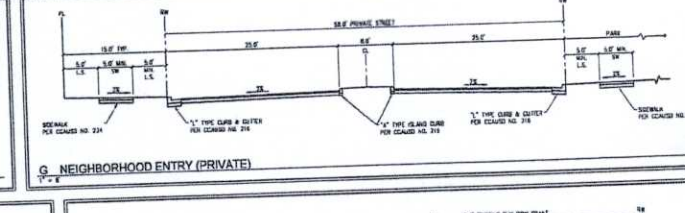
L. ARTERIAL STREET (PUBLIC)



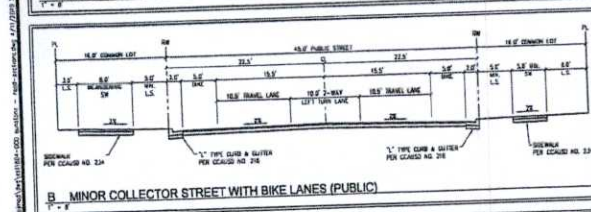
E. MINOR COLLECTOR STREET WITH BIKE LANES (PUBLIC)



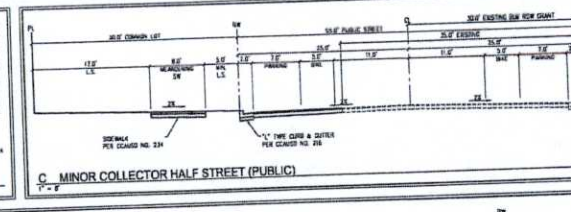
F. MINOR COLLECTOR STREET WITH BIKE LANES (PRIVATE)



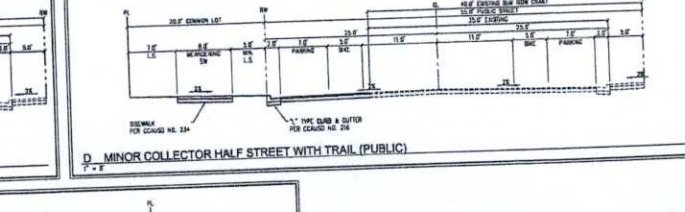
G. NEIGHBORHOOD ENTRY (PRIVATE)



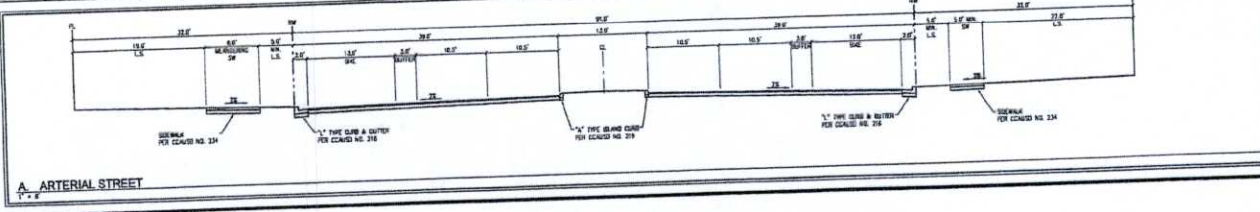
B. MINOR COLLECTOR STREET WITH BIKE LANES (PUBLIC)



C. MINOR COLLECTOR HALF STREET (PUBLIC)



D. MINOR COLLECTOR HALF STREET WITH TRAIL (PUBLIC)



A. ARTERIAL STREET

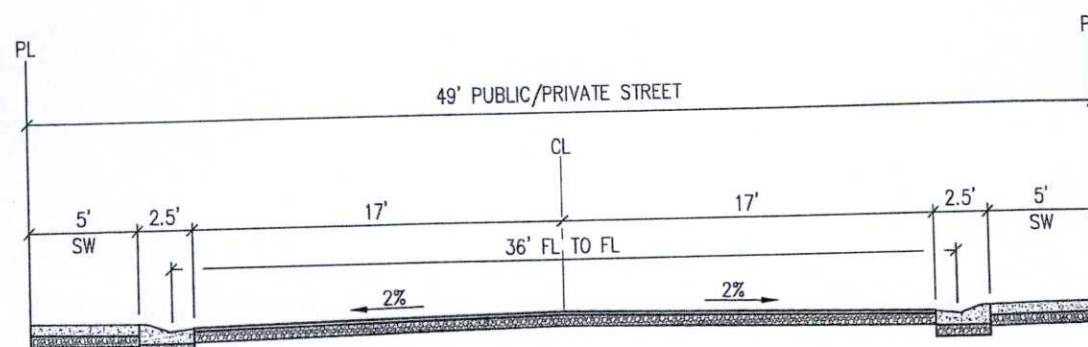
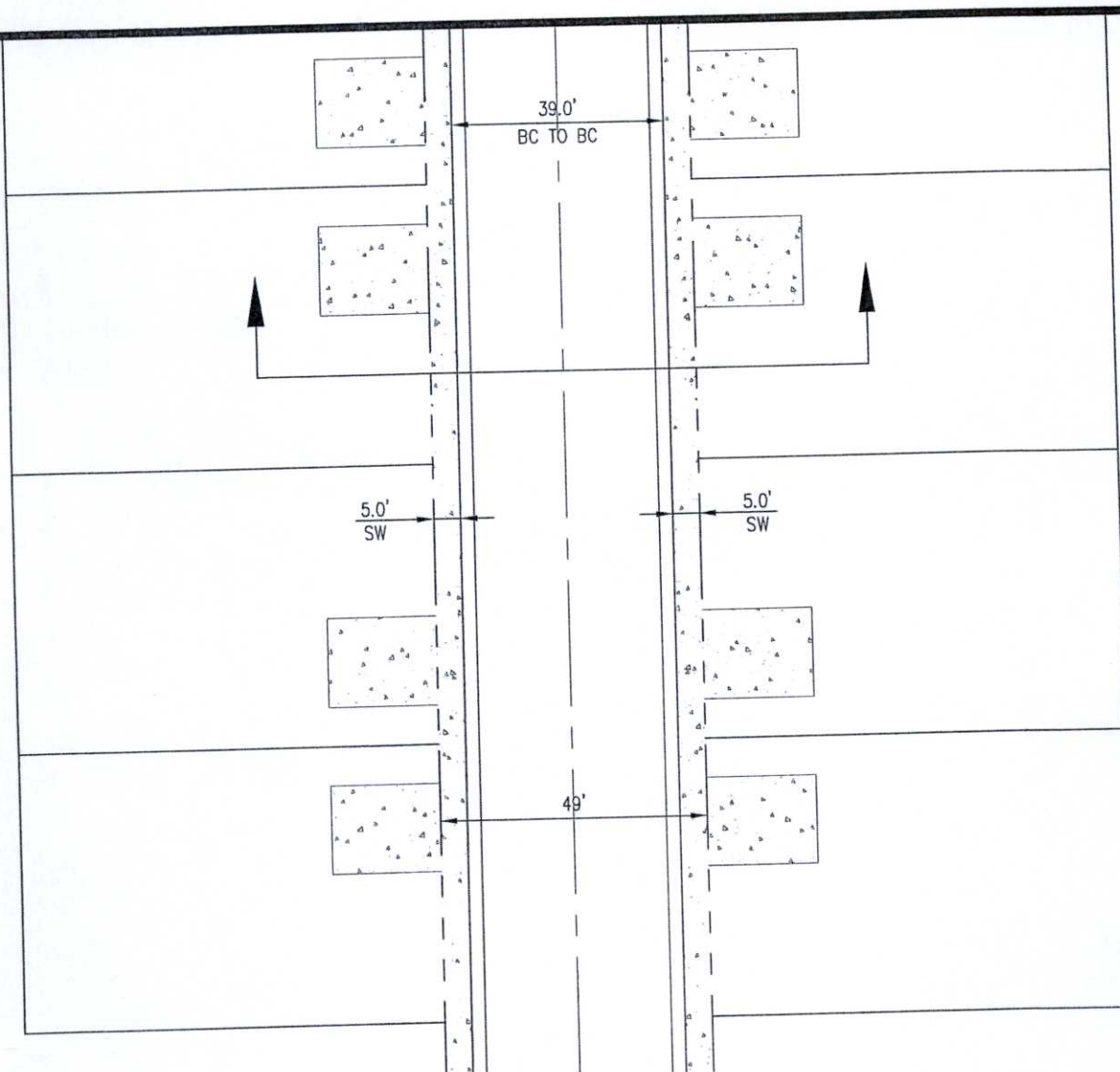
VILLAGE STREET & TRAIL SECTIONS

S-I SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
8740 S. ARVILLE STREET #216 LAS VEGAS, NV 89118
PHONE (702) 284-0300 FAX (702) 284-0399

SUNSTONE

EXHIBIT L2

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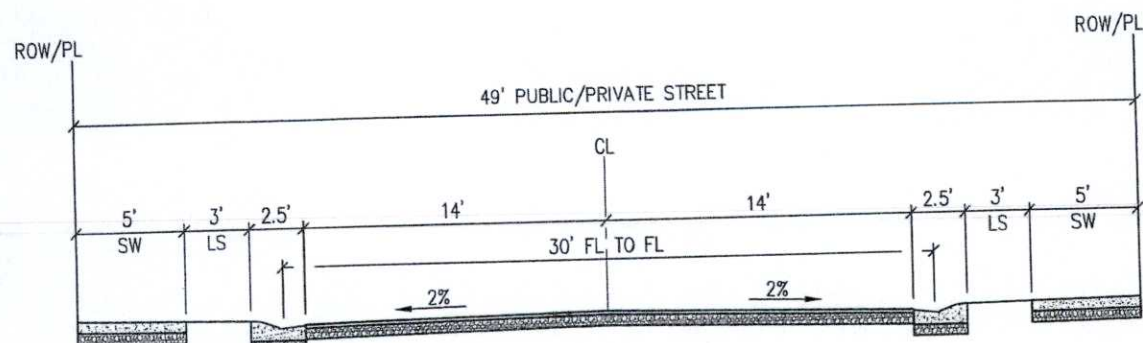
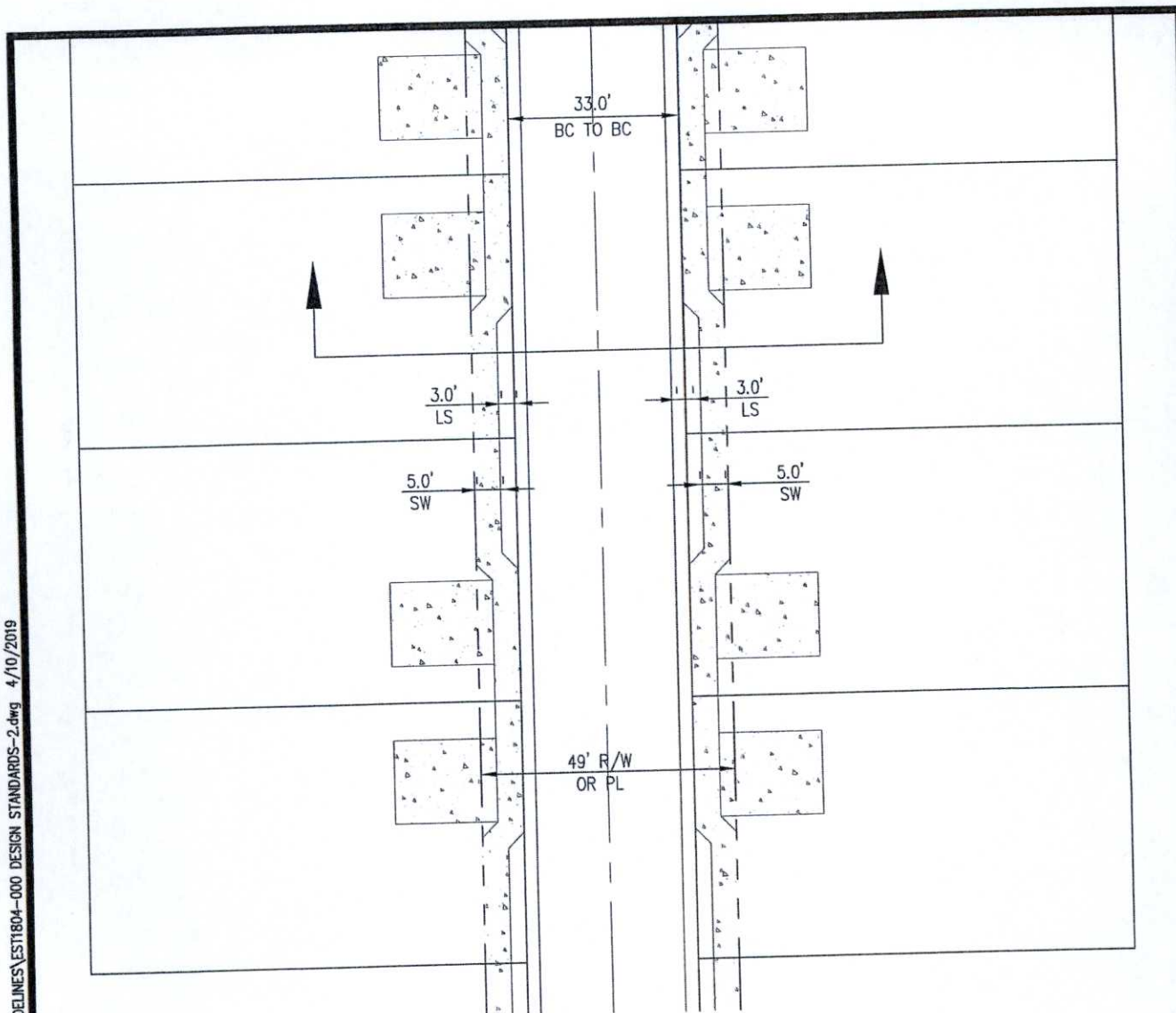
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PER (USDCCA NO. 217.1 OR 217.2.S1), OR 18" "L"
TYPE (PER USDCCA NO. 219) CURB & GUTTER
(BOTH SIDES)

NOTES:
1. PARKING ALLOWED ON BOTH SIDES OF THE STREET

49' PUBLIC/PRIVATE STREET SECTION

VILLAGE STREET & TRAIL SECTIONS
S-I-G SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
5140 S. ANKLE STREET #204, LAS VEGAS, NV 89115
PHONE (702) 734-1300 FAX (702) 734-1303
SUNSTONE
EXHIBIT L5

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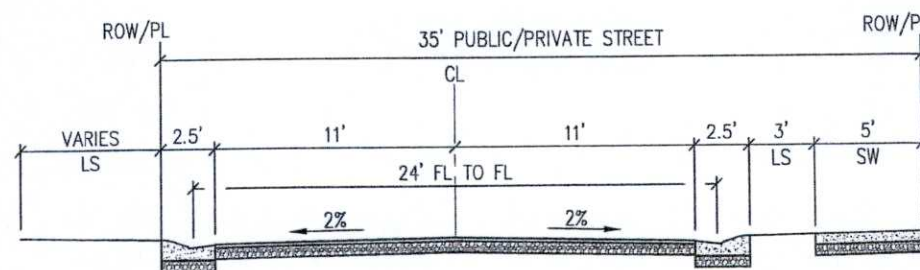
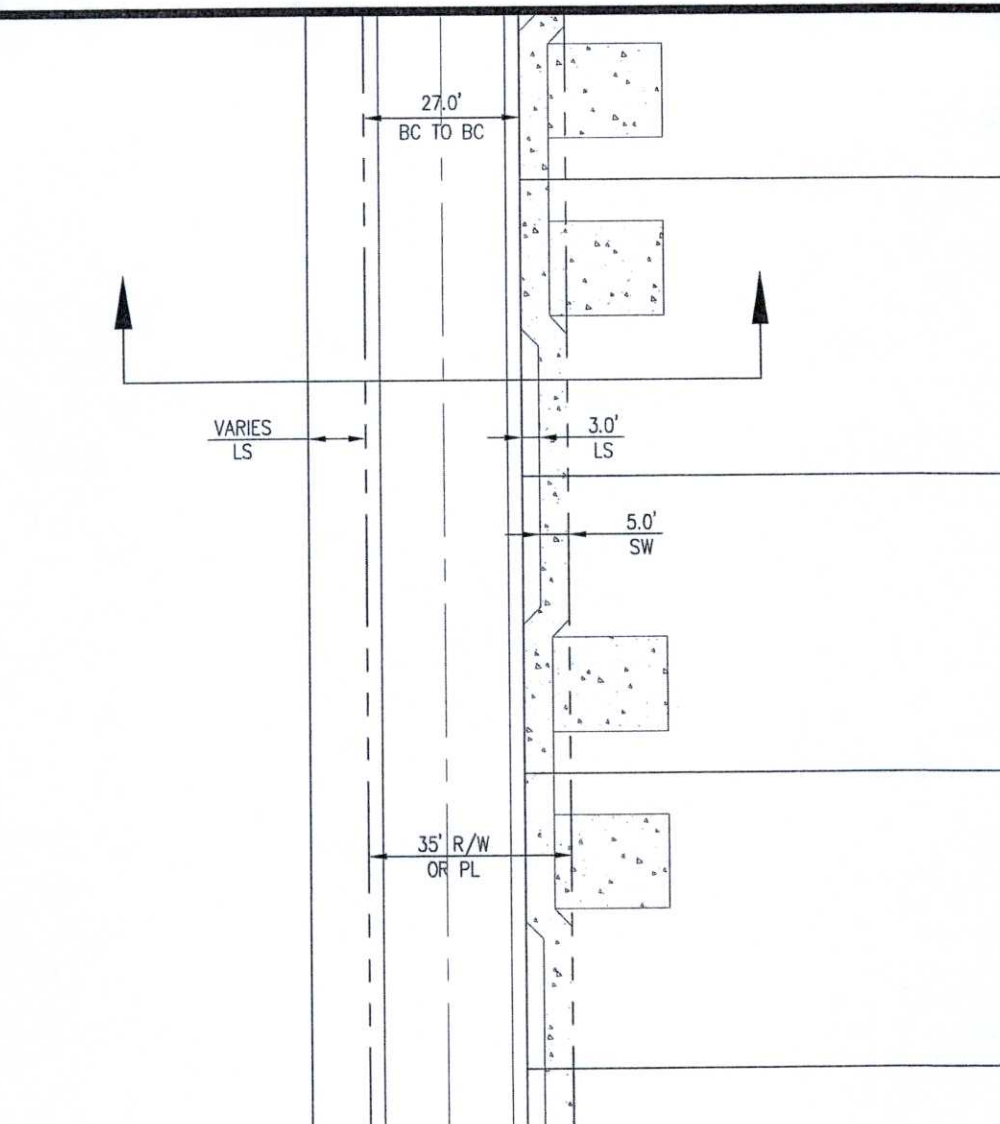
"L" TYPE (PER USDCCA NO. 216), 30" ROLL CURB
PER (USDCCA NO. 217.1 OR 217.2.S1), OR 18" "L"
TYPE (PER USDCCA NO. 219) CURB & GUTTER
(BOTH SIDES)

- NOTES:
1. PARKING ALLOWED ON BOTH SIDES OF THE STREET
 2. HOUSES MUST BE SPRINKLED

49' PUBLIC/PRIVATE STREET SECTION (ALT 1)

VILLAGE STREET & TRAIL SECTIONS	
SLATER HANIFAN GROUP CONSULTING ENGINEERS & PLANNERS 2100 N. JAVELLE STREET, SUITE 100, DALLAS, TEXAS 75241 PHONE (214) 354-1100 FAX (214) 354-1101	SUNSTONE EXHIBIT L6

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"L" TYPE (PER USDCCA NO. 216), 30" ROLL CURB
PER (USDCCA NO. 217.1 OR 217.2.S1), OR 18" "L"
TYPE (PER USDCCA NO. 219) CURB & GUTTER
(BOTH SIDES)

NOTES:

1. PARKING ALLOWED RESIDENTIAL SIDE OF THE STREET ONLY
2. HOUSES MUST BE SPRINKLED

**35' PUBLIC/PRIVATE
SINGLE-LOADED STREET SECTION**

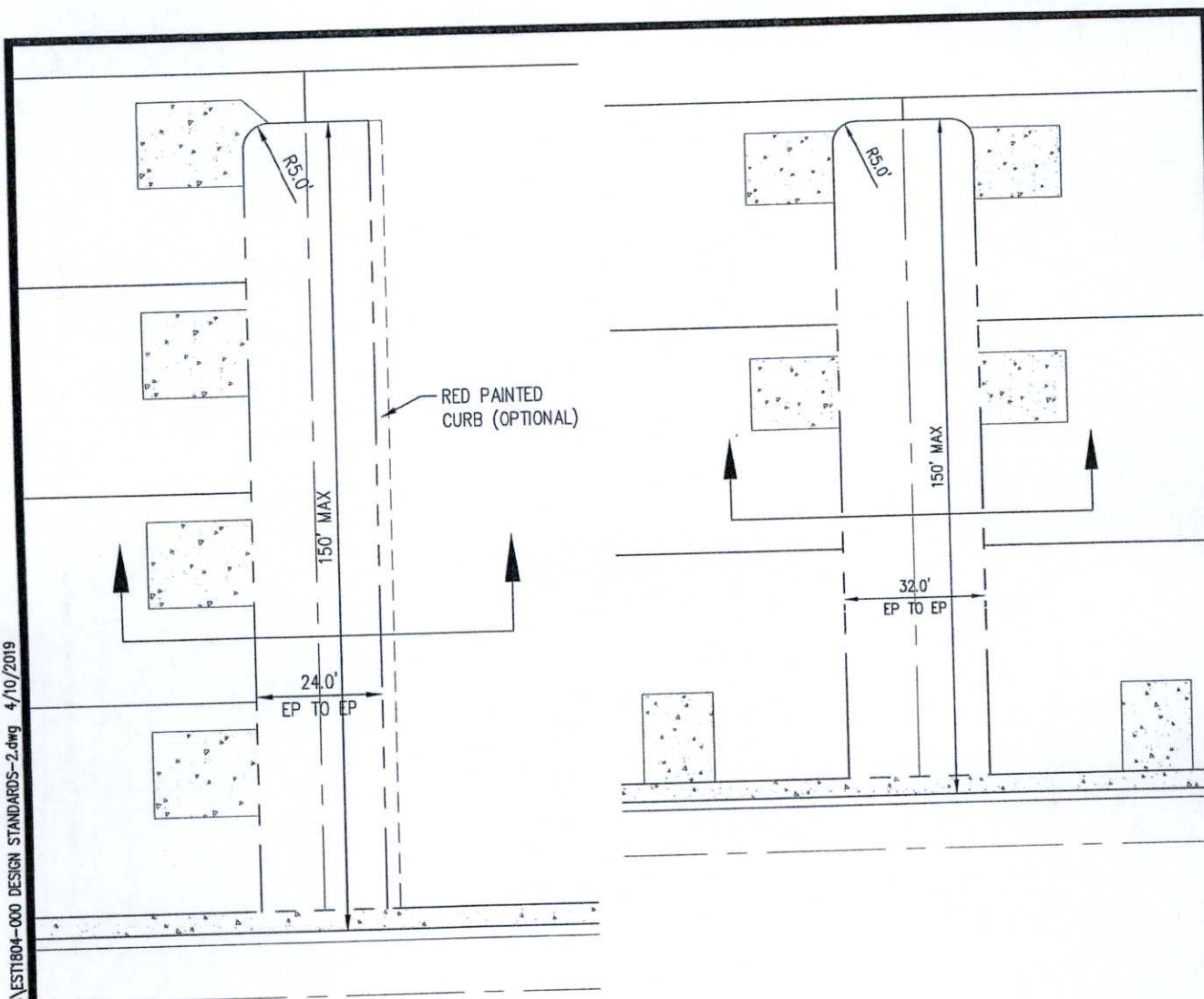
VILLAGE STREET & TRAIL SECTIONS

S-I-G SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
1730 S. AVENUE STREET 4TH, LAS VEGAS, NV 89109
PHONE (702) 584-1000 FAX (702) 584-1000

SUNSTONE

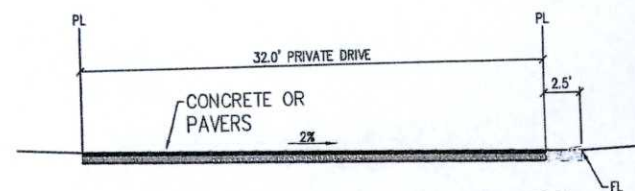
EXHIBIT L7

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24' SHARED PRIVATE DRIVE DETAIL

NOTE: NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY IN THE DESIGN GUIDELINES OR THE AGREEMENT. NO PARKING ALLOWED IN FIRE LANES LESS THAN 32 FEET IN WIDTH. FIRE LANES SHALL BE MARKED IN ACCORDANCE WITH ADOPTED FIRE CODE.



32' SHARED PRIVATE DRIVE DETAIL

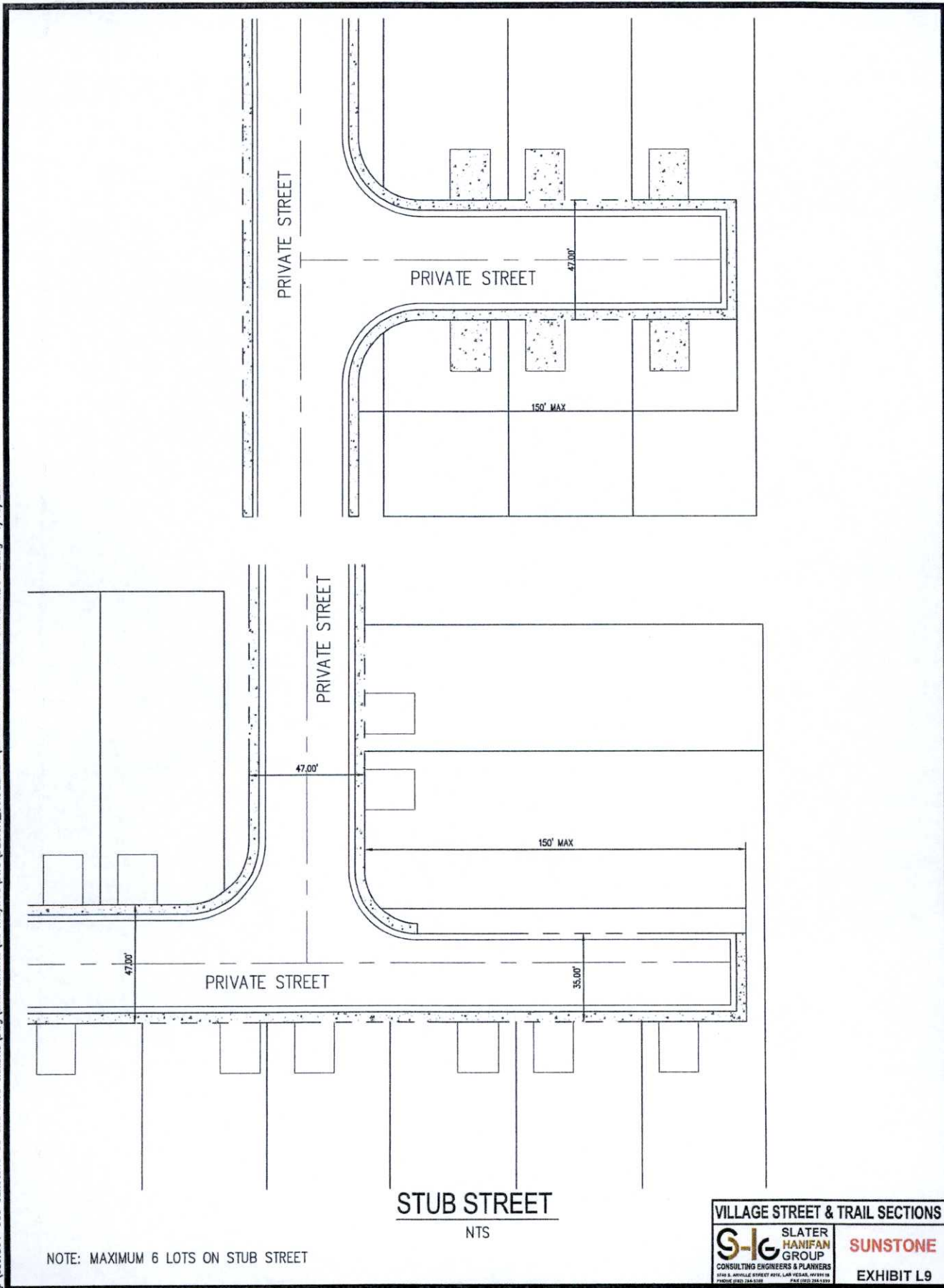
NOTE: NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY IN THE DESIGN GUIDELINES OR THE AGREEMENT. PARKING ALLOWED ON ONE SIDE ONLY, OF PART OF THE FIRE DEPARTMENT ACCESS LANE

NOTES:

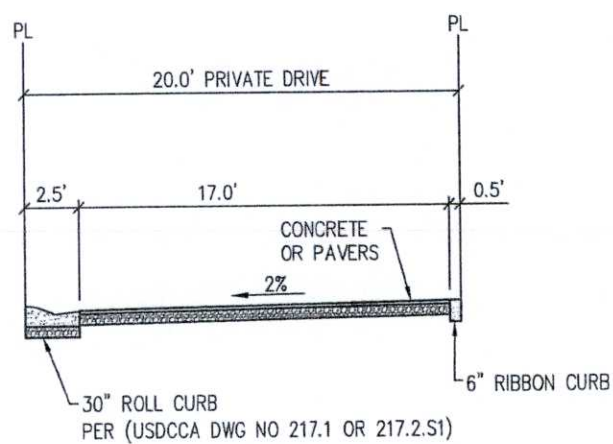
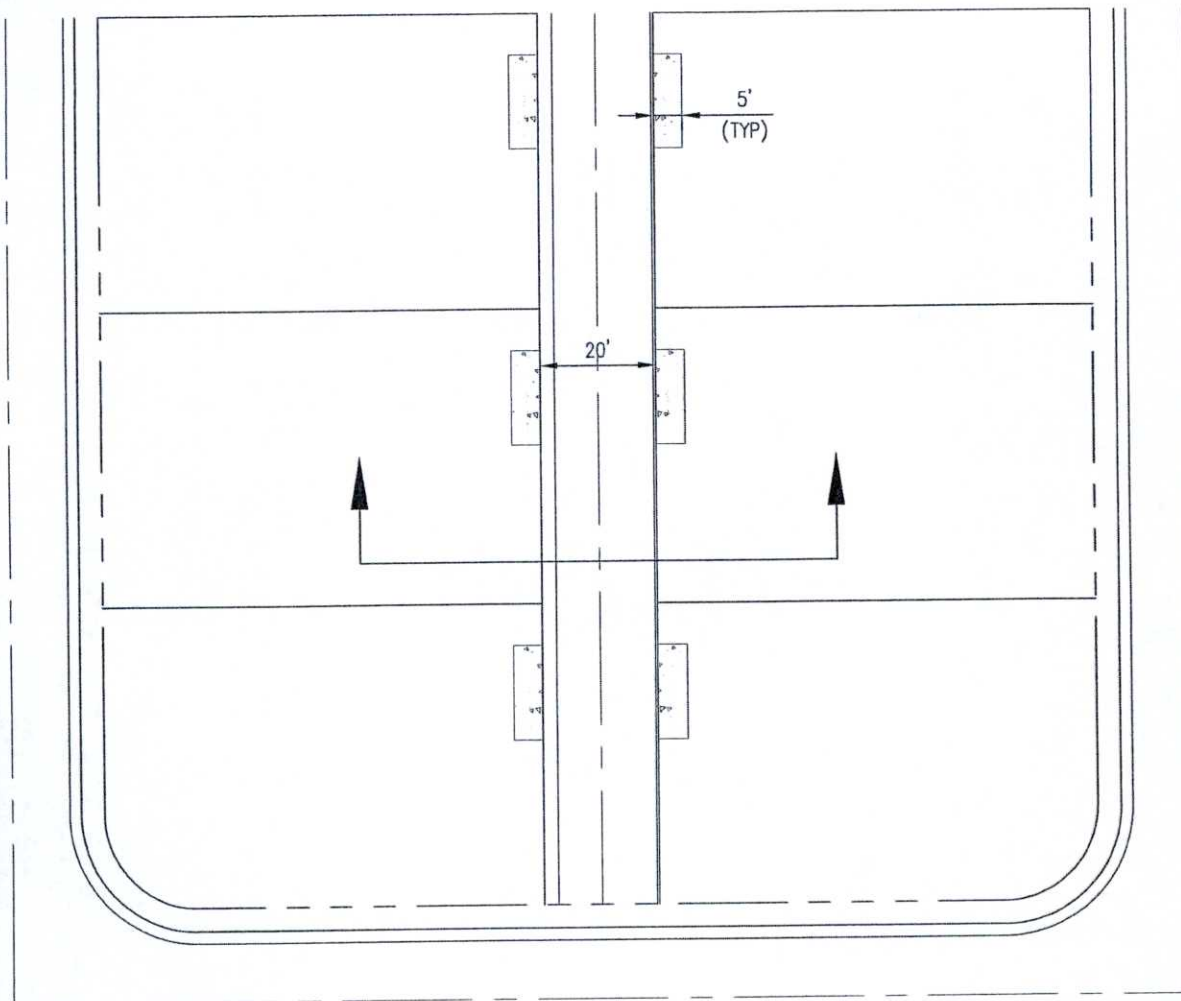
1. 150' MAXIMUM LENGTH FROM BACK OF CURB
2. MAXIMUM OF FOUR LOTS FRONTING PRIVATE DRIVE
3. ALLOWS PARKING ON ONE SIDE
4. OPTIONAL CURB AND GUTTER ONE SIDE
5. OPTIONAL PAN DRIVEWAY WITH INVERTED CROWN

VILLAGE STREET & TRAIL SECTIONS	
 SLATER HANIFAN GROUP CONSULTING ENGINEERS & PLANNERS 1140 S. ANSELMO STREET SUITE 400, LAS VEGAS, NV 89116 PHONE (702) 254-3100 FAX (702) 254-3101	SUNSTONE EXHIBIT L8

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NOTE: NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY IN THE DESIGN GUIDELINES OR THE AGREEMENT. NOT ALLOWED FOR REQUIRED FIRE APPARATUS ACCESS.

20' PRIVATE ALLEY DRIVE

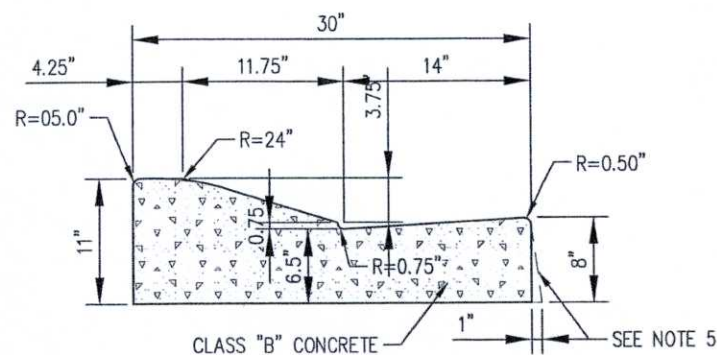
VILLAGE STREET & TRAIL SECTIONS

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
3141 E. AVENUE STREET #111, LAS VEGAS, NV 89119
PHONE: 702.551.1100 FAX: 702.551.1101

SUNSTONE

EXHIBIT L10

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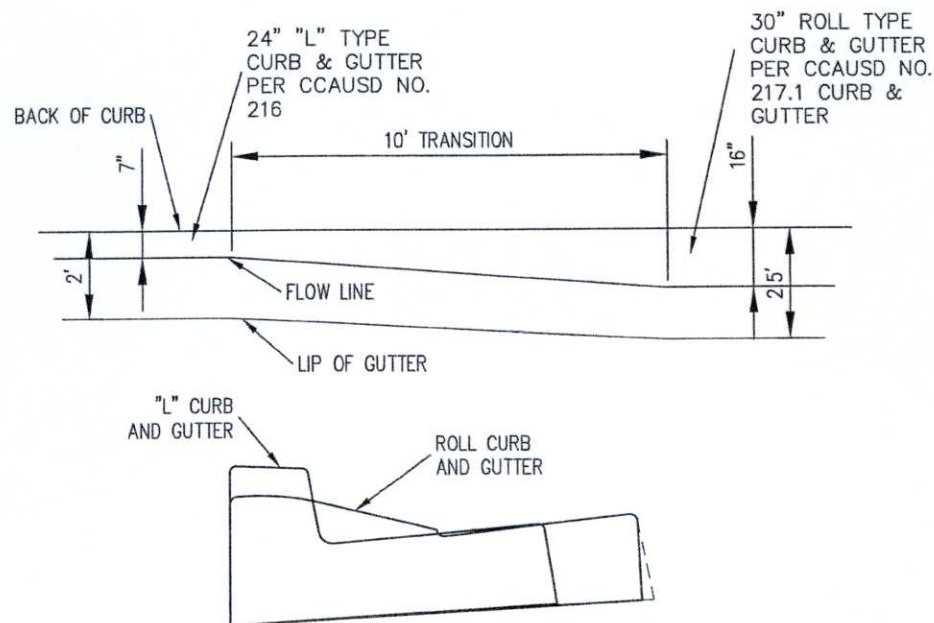


NOTES:

1. ALL CURB FLOW LINES SHALL BE WATER TESTED. ANY CURB THAT DOES NOT FLOW SHALL BE REMOVED AND REPLACED AS DIRECTED BY PERMITTING AGENCY AT THE SOLE EXPENSE OF THE CONTRACTOR.

30" MODIFIED ROLL CURB AND GUTTER

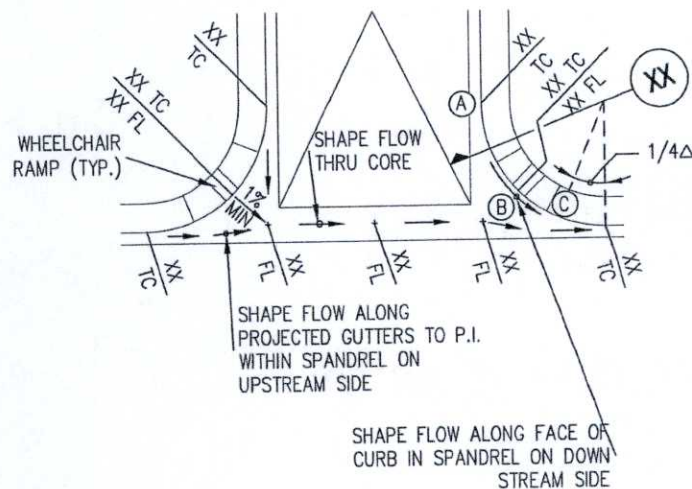
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10' TRANSITION FROM 'L' CURB TO ROLL CURB

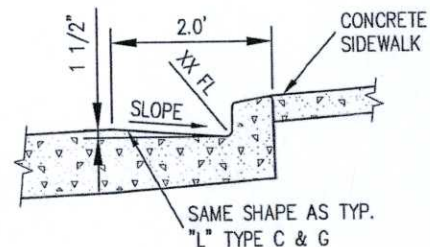
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NOTES:

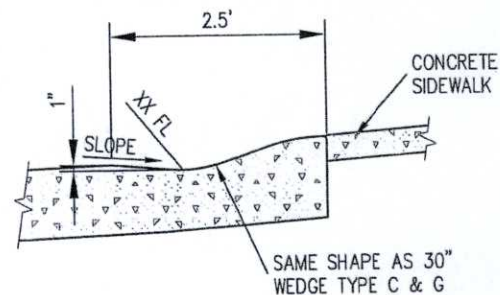
1. MODIFIED CCAUSD NO. 228
2. CROSS GUTTERS TO FLOW AT GRADES SHOWN ON DRAWINGS.
3. CONSTRUCTION STAKING TO BE PROVIDED AT ALL POINTS DESIGNATED BY XX SHOWN ON DETAIL ABOVE.
4. MAINTAIN SECTION "X" FROM POINT A TO POINT B, TRANSITION AREA FROM POINT B TO POINT C.



CASE I SECTION

SEE CCAUSD 228

XX



CASE II SECTION

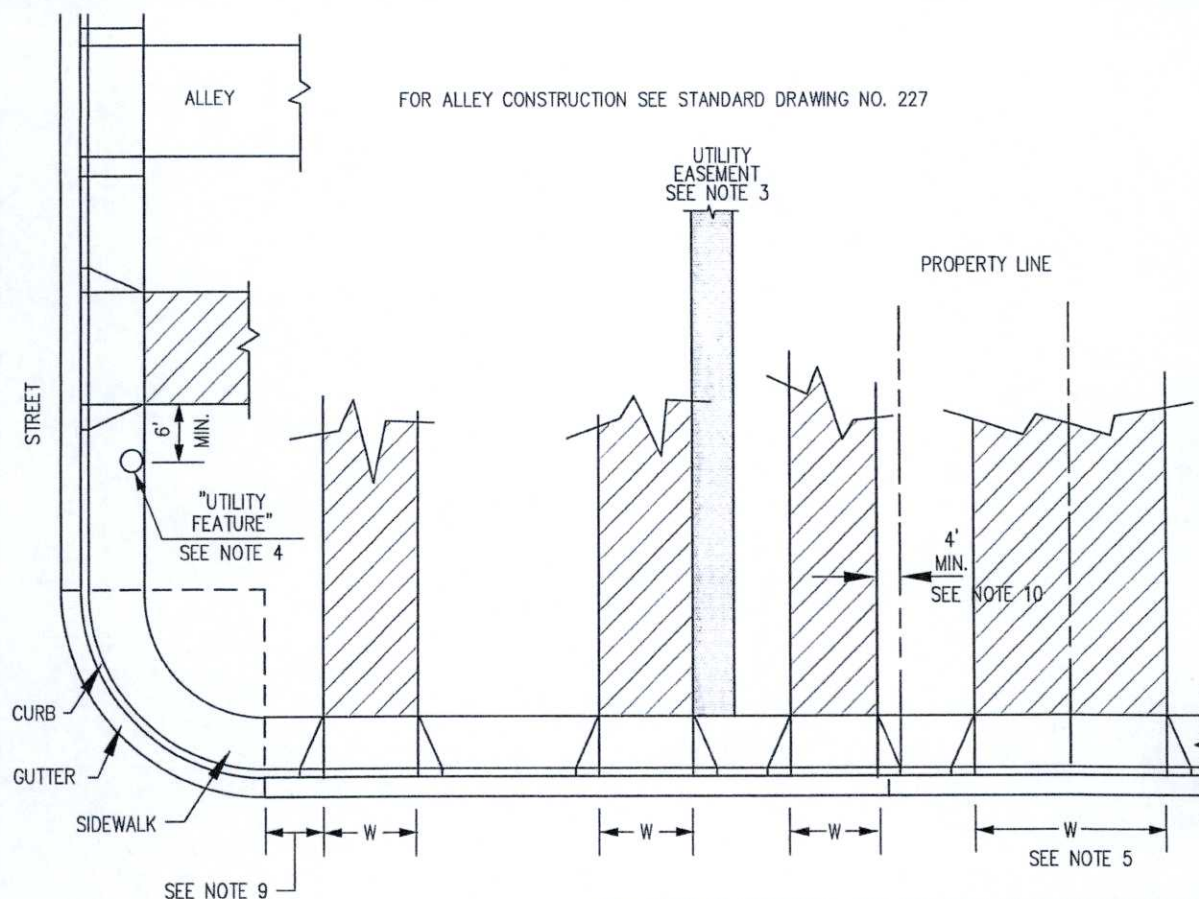
SEE 30" MODIFIED ROLL CURB DETAIL

XX

**TYPICAL CROSS GUTTER W/ 30" ROLL
TYPE CURB AND GUTTER DETAIL**

VILLAGE STREET & TRAIL SECTIONS	
S-I-G SLATER HANIFAN GROUP CONSULTING ENGINEERS & PLANNERS 400 N. SPANGLER STREET SUITE 100 WILSON, NJ 07097 PHONE (201) 264-5100 FAX (201) 264-5101	SUNSTONE EXHIBIT L12

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W = WIDTH OF DRIVEWAY = 16' MAX. FOR 1 OR 2 CAR GARAGE, OR
28' MAX. FOR 3+ GARAGE

NOTES:

1. ALL RESIDENTIAL PROPERTIES MAY HAVE ONLY ONE CURB CUT EXCEPT CIRCULAR DRIVEWAYS AS SHOWN.
2. NO DRIVEWAY SHALL BE LOCATED WHOLLY OR PARTIALLY, ON OR OVER A UTILITY EASEMENT WHICH RUNS PERPENDICULAR TO THE CURB LINE.
3. NO DRIVEWAY SHALL BE LOCATED WITHIN 6 FEET OF A LIGHT POLE (UNLESS ACCEPTED BY THE ENTITY TRAFFIC ENGINEER), FIRE HYDRANT, MAIL BOX, ABOVE-GROUND ELECTRICAL TRANSFER BOX, BLOCK WALL HIGHER THAN 2 FEET.
4. COMMON DRIVEWAY CONSTRUCTION MAY BE PERMITTED AT ANY TWO RESIDENTIAL PROPERTIES OF 60 FEET IN WIDTH OR LESS. THE WIDTH OF THE JOINT DRIVEWAY SHALL BE A MAXIMUM OF 24 FEET. A JOINT DRIVEWAY AGREEMENT SHALL BE REQUIRED.
5. GEOMETRICS APPLY TO NEW CONSTRUCTION ONLY, AND MAY VARY IN EXISTING SUBDIVISIONS SUBJECT TO APPROVAL OF THE ENGINEER.
6. MULTI-FAMILY RESIDENTIAL AND ALL NON-RESIDENTIAL DRIVEWAYS SHALL CONFORM TO THE COMMERCIAL DRIVEWAY STANDARDS.
7. ALL DRIVEWAY LOCATIONS SHALL BE SUBJECT TO REVIEW AND APPROVAL BY THE ENGINEER.
8. FOR CURB DEPRESSION AND DRIVEWAY APRON DETAIL, SEE CCAUSD NO. 223.
9. 2.0' MINIMUM AT INTERNAL SUBDIVISION INTERSECTIONS FOR LOTS 40' WIDE OR LESS AND 6.0' MINIMUM AT SUBDIVISION ENTRANCE.
10. THE 4.0' DISTANCE FROM DRIVEWAY TO SIDE PROPERTY LINE SHOULD BE FOR LOTS 40' WIDE OR LESS AD ALL WIDER LOT PRODUCTS SHOULD HAVE THE STANDARD 6.0'.

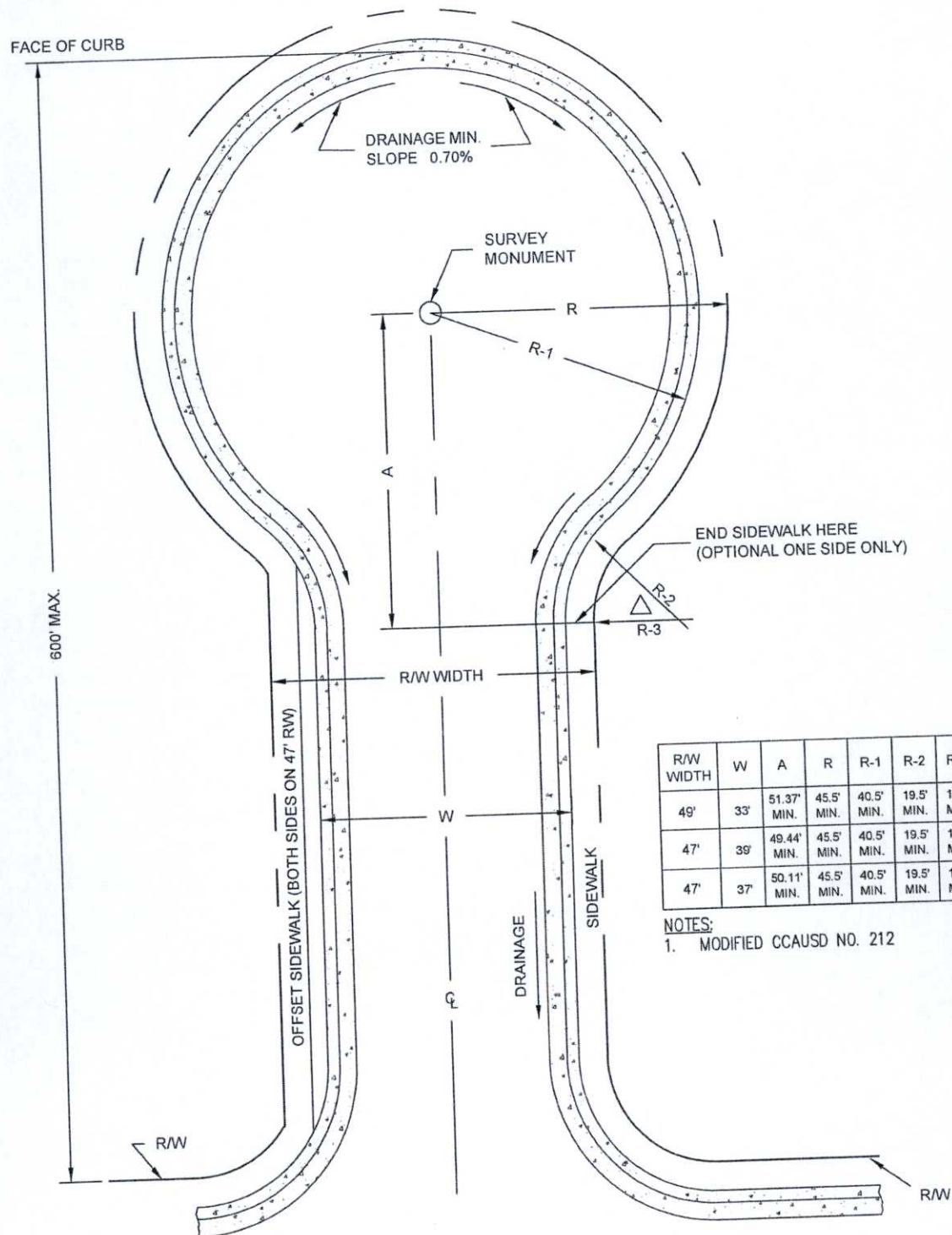
MODIFIED RESIDENTIAL DRIVEWAY GEOMETRICS

MODIFIED CCAUSD NO. 222 (INTERIOR STREETS ONLY)

NTS

VILLAGE STREET & TRAIL SECTIONS	
SLATER HANIFAN GROUP CONSULTING ENGINEERS & PLANNERS SUITE 100, AVENUE STREET #100, LAS VEGAS, NV 89101 PHONE 702.734.1100 FAX 702.734.1100	SUNSTONE EXHIBIT L13

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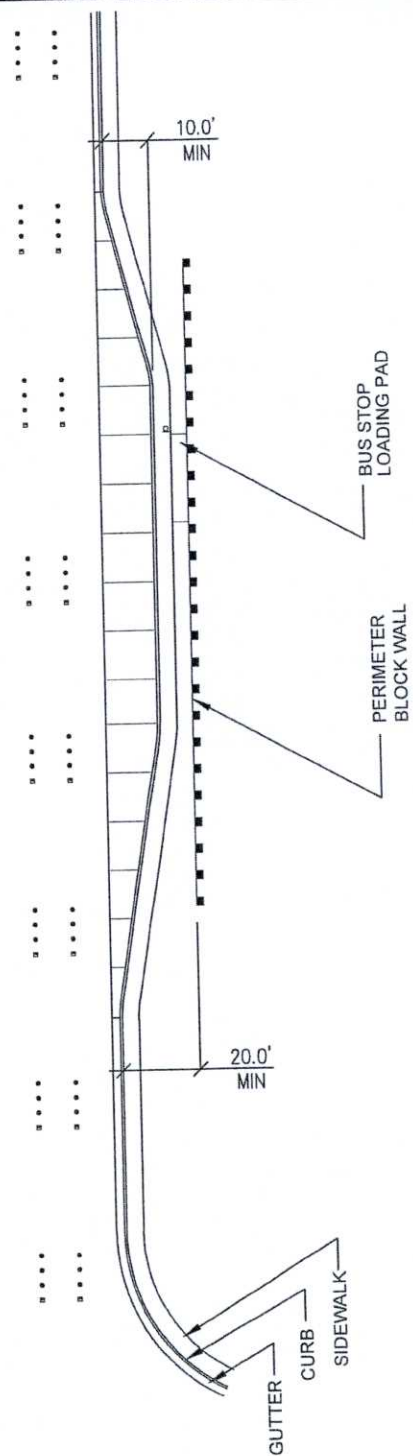
NOTES:
1. MODIFIED CCAUSD NO. 212

CUL-DE-SAC (ALTERNATE)

NTS

VILLAGE STREET & TRAIL SECTIONS	
SLATER HANIFAN GROUP CONSULTING ENGINEERS & PLANNERS 1100 N. AVENUE STREET, SUITE 100, LAS VEGAS, NV 89101 (702) 735-1000 FAX (702) 735-1001	SUNSTONE EXHIBIT L14

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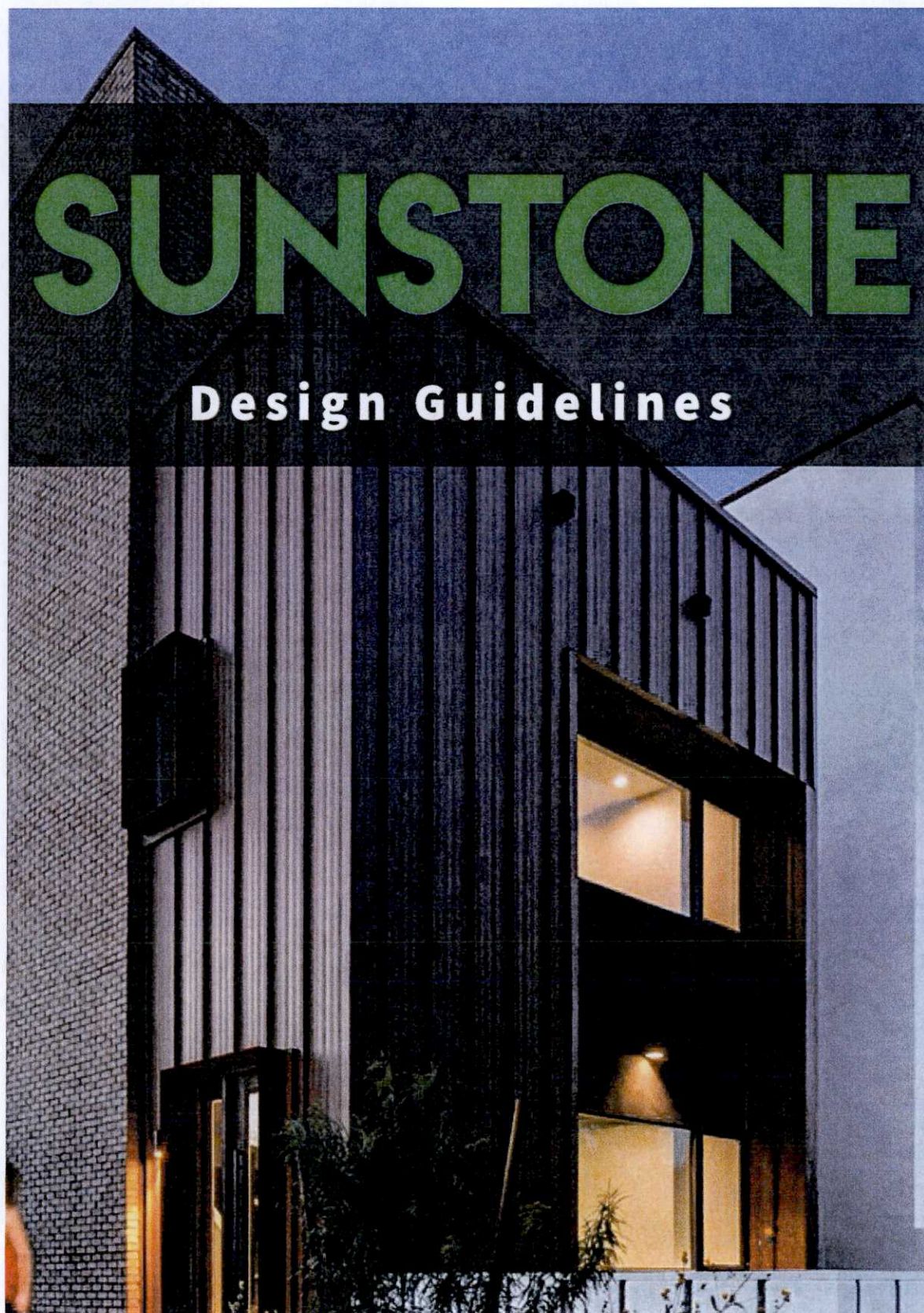
LANDSCAPE BUFFER ALONG BUS TURN-OUT

MODIFIED CCAUSD NO. 234.1
NTS

VILLAGE STREET & TRAIL SECTIONS

S-H SLATER
HANIFAN
GROUP
CONSULTING ENGINEERS & PLANNERS
1140 N. AVENUE STREET #214 LAMARCA, MO 64086
PHONE (816) 254-1500 FAX (816) 254-1501

SUNSTONE
EXHIBIT L15



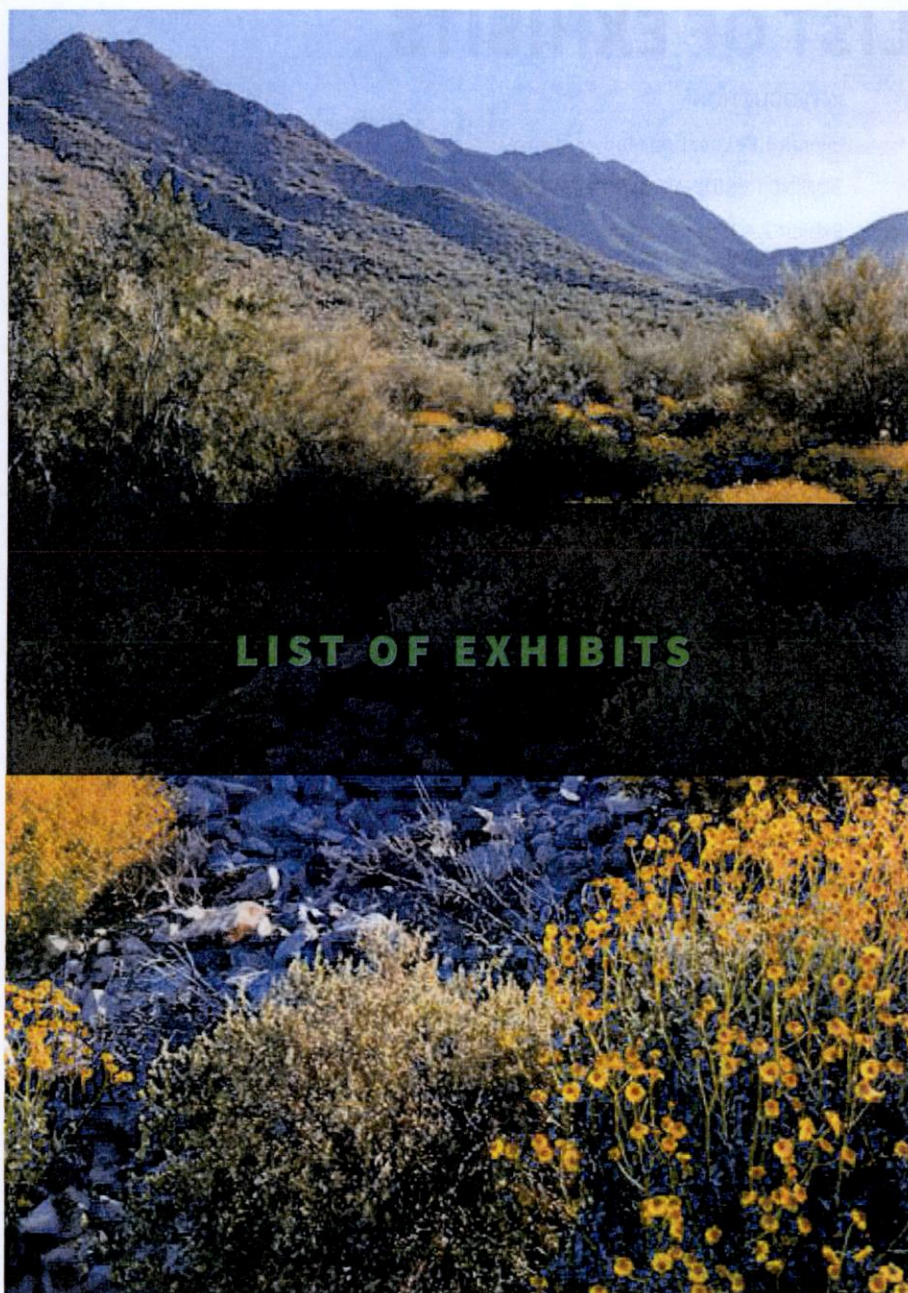
April 2019 - Draft
Prepared By: AndersonBaron
Prepared For: SC East LandCo, LLC

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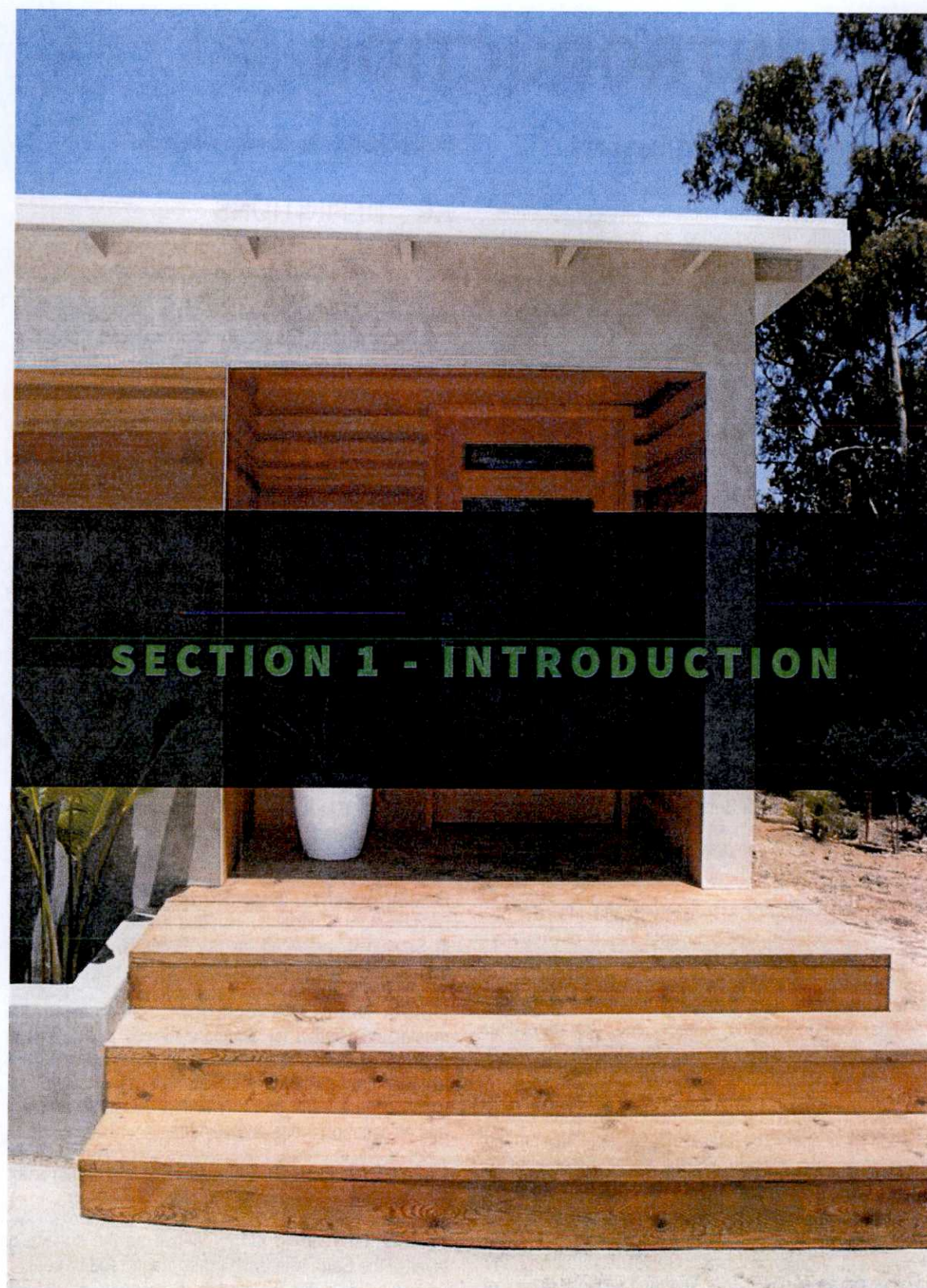
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1. INTRODUCTION

1.A. PURPOSE AND INTENT

The purpose of these Design Guidelines is to provide vision and direction for the implementation of Sunstone. The community is committed to developing quality residential and commercial developments that will benefit the current and future residents of Las Vegas. In an effort to encourage creativity and innovation, the guidelines express "intent" rather than "absolute", thereby allowing certain flexibility in fulfilling the intended design goals and objectives. The authority for determining whether a proposed design or feature of a design shall be acceptable rests with the Master Developer ("Master Developer") and/or the various review committees it designates. The development standards herein are considered criteria approved for Sunstone that must be adhered to for development.

1.B. SUPPORTING DOCUMENTS

The Design Guidelines supplement the following documents which must also be consulted during the design and development of individual parcels within Sunstone:

- City of Las Vegas Building Codes;
- Master Declaration of Covenants, Conditions & Restrictions for Sunstone (Master CC&R's);
- Approved Sunstone Development Agreement; and,
- The Master CC&Rs or any Neighborhood Association, which governs the Lot or Property in question.

Where conflicts arise between documents, the City of Las Vegas Building Codes and the Sunstone Development Agreement supersede, with the City of Las Vegas Building Codes taking precedence.

The design criteria are subject to interpretation by the Master Developer. The Master Developer may amend or augment the Design Guidelines to meet specific site or functional requirements of property within the community, consistent with the procedure for amending the design guidelines as prescribed in the Development Agreement. Where the Design Guidelines are silent, the Unified Development Code, as found within Exhibit 1 of

the Development Agreement, shall apply.

1.C. DEFINITIONS

Applicant: means the party or representative making a formal application to build or improve portions of Sunstone.

Architectural Review Committee (ARC): shall mean a committee formed and made up of designated representatives, by the Master Developer, to operate and process submittals and reviews to ensure that the same quality level is applied to all landscape, subdivision, and architectural design submittals within Sunstone.

Artificial Turf: Artificial turf is a surface of synthetic fibers made to look like natural grass.

Builder: means an entity that is improving any discrete area within a Parcel as depicted on the Master Land Use Plan, may also be the applicant.

City: means the City of Las Vegas.

Code: means the City Las Vegas Municipal Code, including all rules, regulations, standards, criteria, manuals and other references adopted therein.

Common Elements (CE): means all areas within Sunstone owned and maintained by the community's Homeowner Association.

Development Standards: means the Development Standards, included within this document in Section 4, prepared for the Property, as amended from time to time by Master Developer.

Homeowners Association: shall mean the master association for Sunstone whose directive is to manage and enforce Articles of Incorporation, CC&Rs (Covenants, Conditions and Restrictions) and By-Laws, which govern each property within Sunstone and any and all common areas and elements.

Large Lot: generally defined as lots larger than 6,000 square feet.

Living Turf: living turf is defined as the surface or layer of the Earth with living grass plants, sod or peat.

Master Developer: in order to carry out the intentions of these Guidelines, the Owners may appoint a representative, or multiple representatives, of the Owners to serve as the "Master Developer" on behalf of the Owners, as specified in the Development Agreement. The Master Developer shall act pursuant to authority granted to it under a separate agreement between the Owners.

Owner(s): means each of the entities identified as "Owners" in the Development Agreement individually, and their successors and assigns (other than Builders) that are permitted transferees (or deemed permitted transferees).

Site Improvements: means any physical improvements made to a development area.

Small Lot: generally defined as lots smaller than 6,000 square feet.

Walls: various wall types are used in the Design Guidelines. The standards for these walls are dictated by use on site and character of product:

- Builder subdivision wall – integral color block walls to match theme wall and are located within the interior of parcels.
- Courtyard wall – a wall in front yards of homes with a maximum height of 4'-6", 3' of masonry and 18" of iron atop. Finish materials to match character of home.
- Privacy wall – used to screen objects from view of pedestrians or drivers, such as air conditioning units, pool equipment, or waste bins.
- Retaining wall – used to retain soil at a specified elevation to create a change in grade from one side of the wall to the other.
- Screen wall – used in commercial parcels between streets and parking lots to minimize head light glare, with a maximum height of 3'-6".
- Theme wall – the primary wall used along the perimeter of the development site.

1.D RESPONSIBILITY OF REVIEW

Neither the Master Developer nor Architectural Review Committee (ARC) assume responsibility for plan review of local codes or ordinances. The Master Developer's purpose in plan review is to ensure that each project meets the intent of the Design Guidelines. All projects within Sunstone require review and approval by the Master Developer prior

SECTION 1 - INTRODUCTION

to submittal to the City of Las Vegas or other applicable public agencies.

1.E PROJECT LOCATION

Sunstone is a Master Development Plan community consisting of approximately 630 acres in the northwest region of Las Vegas. It is located on the east side of US 95 with the primary access from Log Cabin Way and North Skye Canyon Park Drive. The community features a variety of land uses and infrastructure improvements that enhance and protect the quality of life for residents and visitors alike. Please refer to Exhibit 1.D, Location Map.

1.F SUNSTONE LAND USE CATEGORIES

Residential Low (L) (maximum 15 du/ac; average 5.49 du/ac)

- The purpose of the Residential Low Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses with an average density of 5.49 du/ac.

Residential Medium Low (ML) (maximum 15 du/ac; average 8.49)

- The purpose of the Residential Medium Low Category is to provide for the development of single family detached dwellings on smaller lots, and cluster homes with an average density of 8.49 du/ac.

Residential Medium Low Attached (MLA) (maximum 25 du/ac; average 17.99 du/ac)

- The purpose of the Residential Medium Low-Attached Category is to provide for the development of single family detached dwellings on smaller lots, cluster homes, as well as single family attached units and medium density apartments with an average density of 17.99 du/ac.

Age Qualified (AQ) (maximum 15 du/ac; average 6.5 du/ac)

- The purpose of the Age Qualified Category is to provide for the development of single family detached, duplex, attached products, multi-family and other customary uses associated with an

Active Adult Community (as defined in Section 1 of the Development Agreement)

Development Code.

Public Facility (PF)

General Commercial (GC)

- The General Commercial land use category is intended to provide a broad range of retail shopping, personal services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses.

- The permitted uses and development standards for the Public Facility parcels are as prescribed by the Civic (C-V) zoning district within the City of Las Vegas Unified Development Code. In addition to the public and quasi-public uses permitted by the C-V zoning district, for profit schools are also a permitted use on Public Facility parcels within the Community.

Parks & Trails

- The purpose of the Parks & Trails land use category is to provide for active and passive recreational amenities, including natural open space, serving residents of Sunstone and the surrounding areas.

Any development on a Public Facility parcel that is adjacent to residential uses within the Sunstone R-1, Sunstone R-CL, Sunstone R-SL, Sunstone R-TH, and Sunstone R-3 designations shall be subject to the height standards, landscape standards, and the parking standards, pursuant to the City of Las Vegas Unified Development Code.

Open Space

- The purpose of the Open Space land use category is to provide unprogrammed recreational amenities, including natural open space, serving residents of Sunstone and the surrounding areas, as well as the surrounding environment.

1.G SUNSTONE ZONING CATEGORIES

The Sunstone Development Standards contained herein provide the Zoning criteria for the implementation of the residential land uses within the Sunstone Master Land Use Plan. Where the Modified Standards are silent on a specific issue, the provisions of the City of Las Vegas Unified Development Code, Title 19, shall apply. The following chart identifies the Sunstone Land Use categories and the corresponding Sunstone Development Standard categories that apply:

Infrastructure including roadways, public facilities, detention basins, electrical sub-stations, utility easements, etc.

- Within all Sunstone land use categories, public facilities shall be in accordance with the Civic (C-V) category of the City of Las Vegas Unified

Sunstone Land Use Category		Sunstone Development Standard
L	Residential Low (maximum 15 du/ac; average 5.49 du/ac)	Sunstone R-1, Sunstone R-SL, Sunstone R-CL
ML	Residential Medium Low (maximum 15 du/ac; average 8.49 du/ac)	Sunstone R-1, Sunstone R-SL, Sunstone R-CL
MLA	Residential Medium Low Attached (maximum 25 du/ac; average 17.99 du/ac)	Sunstone R-CL, Sunstone R-TH, Sunstone R-3
AQ	Age Qualified (maximum 25 du/ac; average 6.5 du/ac)	Sunstone R-1, Sunstone R-CL, Sunstone R-TH, Sunstone R-3, C-1, O
GC	General Commercial	C-1, C-2, O
PF	Public Facility	C-V

-Allowable uses are subject to the Unified Development Code C-2 (General Commercial) permissible uses.

SECTION 1 - INTRODUCTION

1.H RESTRICTED USES

The Master Developer and/or Designated Builder shall satisfy all Code requirements for filing an application for a special use permit. COM 2 within Sunstone has specific conditions for, and is restricted to, C-1 development standards. Parcels COM 2, COM 1, and Parcel H shall be developed with the following conditions:

1.H.1 Parcel COM 1 (23.6 acre parcel) and COM 2 (4.70 acre parcel)

- Mandatory neighborhood meetings shall be required for any Special Use Permit or Land Use designation changes.

1.H.2 Parcel COM 1 (23.6 acre parcel)

(If parcel COM 1 reverts to C-1, then previously adopted use restrictions apply.)

- Access to Brent Lane is prohibited.
- A six (6) foot high decorative block wall shall be constructed along Brent Lane and shall comply with the Development Standards and Design Guidelines.
- A thirty (30) foot intense landscape buffer along Brent Lane with a detached five (5) foot sidewalk included. A double row of twenty-four (24) inch boxed large evergreen tree species, fifteen (15) feet on center where plantable as reviewed by the Director of Planning.
- A site development plan review application is required for any development to address the specific conditions for development and is to be noticed as a public hearing.

1.H.3 Parcel COM 2 (4.70 acres) and COM 1 (23.6 acre parcel)

- A tavern, liquor store, tattoo parlor/body piercing studio, sexually oriented business and a financial institution-specified is prohibited.

1.H.4 Parcel OS (Triangular Open Space Parcel at the Intersection of Sky Point Drive and Skye Canyon Park Drive)

- The Master Developer shall install intense landscaping and maintain the parcel. Minimum 24" box large evergreen tree species, fifteen (15) feet on center where plantable as reviewed by the Director of Planning. Landscaping to be installed concurrent with the development of parcel COM 2.

1.H.5 Parcel H (48.9 acre parcel)

- Direct vehicular access to Tee Pee Lane is prohibited. Gated emergency access and pedestrian access is permitted.
- A six (6) foot high decorative block wall shall be constructed along Tee Pee Lane and shall comply with the Development Standards and Design Guidelines.
- A thirty (30) foot intense landscape buffer along Tee Pee Lane with a detached five (5) foot sidewalk included. A double row of twenty-four (24) inch boxed large evergreen tree species to be spaced fifteen (15) feet on center as reviewed by the Director of Planning.

SECTION 1 - INTRODUCTION

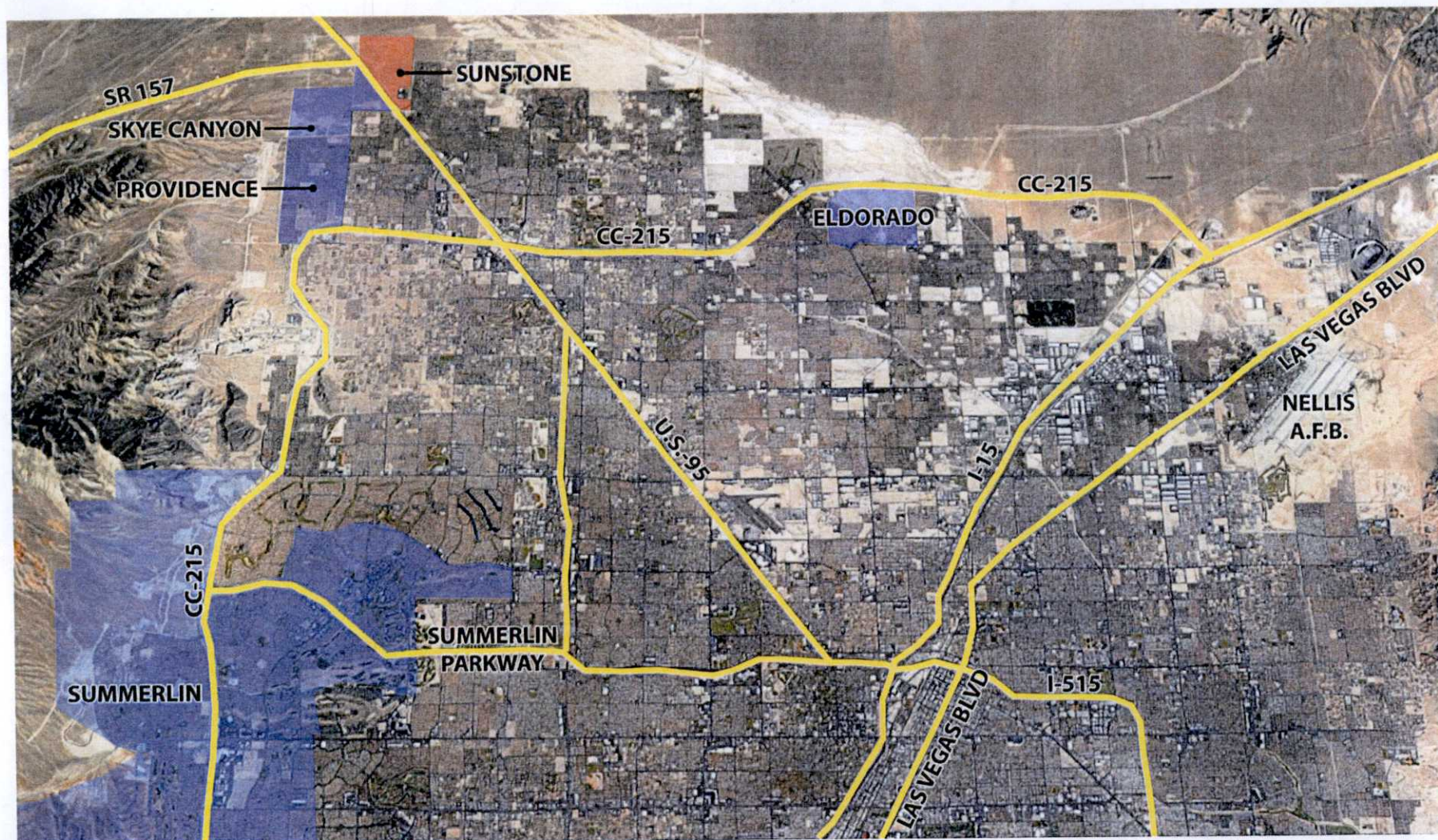


EXHIBIT 1.D: LOCATION MAP



2. ZONING RESIDENTIAL STANDARDS

2.A SINGLE-FAMILY RESIDENTIAL STANDARDS

2.A.1 Sunstone R-1 Single Family Residential District

Standard	Sunstone R-1 Standards
Housing Types	Single Family Detached
Sunstone Land Use Category	L, ML
Minimum Lot Size s.f.	4,500
Dwelling Units per Lot	1
Min. Lot Width	40'
Minimum Setbacks Refer to Exhibit 2.A.1 for Setback Diagram All setbacks measure from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas sight visibility requirements. Non-livable encroachments no more than 24" in depth consisting of non-livable architectural projections are permitted into the front setback.	
Main Building	
Front (measured from sidewalk)	14' to single story Living, Porch or Attached Side Entry Garage elements (May be reduced to 10' at single-story living or porch for 30% of building) ** 20' to second story elements 20' to face of front entry garage door
Side	5'
Corner Side	8' to ground level Porch 10' to Living from sidewalk or 5' from common element
Rear	10'
Detached Accessory Structure (Single-Story only; including Casita* & Detached Side-Entry Garages)	
Front	14' (May be reduced to 10' for 30% of building). **
Side (Measured to roof eave)	5' to single story element (14' maximum height)
Corner Side (Measured to roof eave)	10'
Rear (Measured to roof eave)	5' to single story element (14' maximum height)
Min. Separation to Main Building	6'
Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit (subject to 60% total lot coverage maximum)**

SECTION 2 - ZONING RESIDENTIAL STANDARDS

Rear Patio Cover, Sundeck, or Balcony A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground. A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally Cantilevered from the adjacent wall plane with no support posts extending to the ground. A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.	
Rear	5' to post or edge of patio cover 3' to roof overhang for patio cover 15' to post or edge of sundeck or balcony (may be reduced to 10' at perimeter edge with average 15' typ.) 13' to roof overhang of sundeck or balcony (may be reduced to 8' at perimeter edge with average 13' typ.)
Side	5' to post or edge of patio cover, sundeck or balcony, 3' to roof overhang
Corner Side	10' to post or edge of patio cover, sun deck or balcony 8' to roof overhang (2-story element) 8' to roof overhang (single story element)
Courtyard Walls - Front - Side - Corner Side	5' Setback 5' Setback 5' Setback
Max Lot Coverage (The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway, not including utility easements, is subtracted)	60% or less (includes detached structures and garage area)
Max. Building Height Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof)	Main Building 3 Stories max. (Front/rear wall planes must be offset, box on box not allowed) 35' max. height Accessory Structure 14' maximum (single-story only)
Parking	2 unimpeded spaces per unit within an enclosed garage
Landscape Buffers Minimum Zone Depths	Adjacent to Right of Way: 6' or building setback, whichever is less

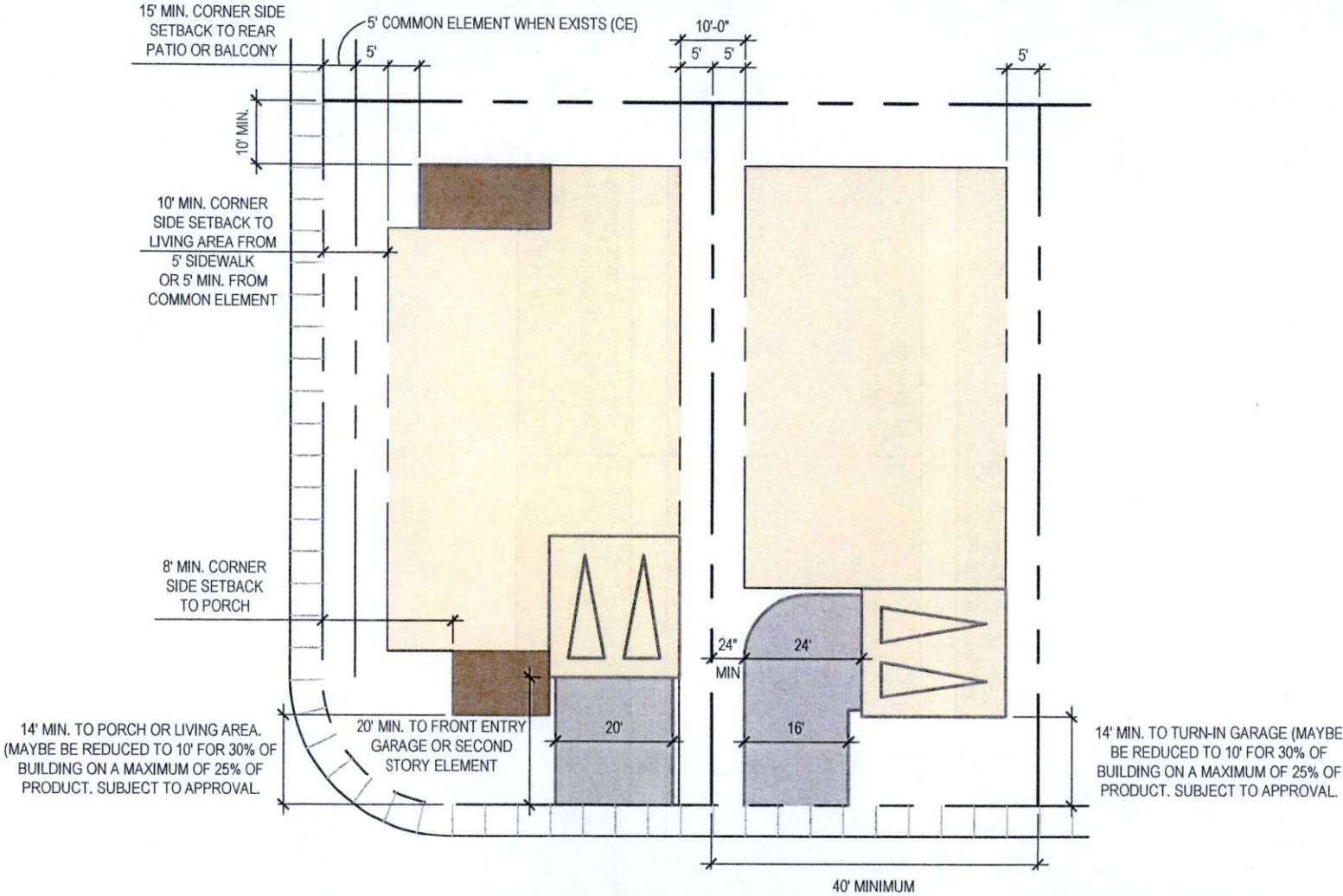
SECTION 2 - ZONING RESIDENTIAL STANDARDS

Walls and Fences	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building. Privacy walls used to screen AC units, pool equipment, or trash bins will not exceed 5' in height.
Courtyard Walls Maximum Height	4'-6" (3' Solid wall + 18" iron). Pilasters one course above wall
Perimeter and Retaining Walls - Max. Overall Height - Perimeter Wall Height - Max. Retaining Wall Height - Max. Pilaster Height - Contrasting Material	12' Exterior – 14' Interior 6'-8' 6' Exterior – 8' Interior - One course above wall (may extend 18") 20%
Perimeter and Retaining Walls Standard Stepback - Max. Primary Wall Height - Max. Secondary Wall Height - Min. spacing between wall sections – Inside Dimensions - Max. Pilaster Height - Min. spacing between wall sections – Outside Dimensions	6'-12' Exterior / 6'-14' Interior 4' 4' - One course above wall (18") 5'

*Casita may include kitchenette in which no oven and cook-top are provided.

**The Master Developer shall submit as part of the building permit for a residential dwelling unit an approval letter that includes a tracking matrix of all units that have been approved for such reduction in setback requirements for the respective subdivision in which the proposed dwelling unit is located. The Master Developer shall also be responsible for providing an approval letter for all proposed detached accessory structures building permits that were not included in the original permitting of the residential dwelling unit and provide a tracking matrix of all detached accessory structures that have been approved for such reduction in setback requirements for the respective subdivision in which the proposed detached accessory structure is located.

SECTION 2 -ZONING RESIDENTIAL STANDARDS



2.A.2 Sunstone R-SL Residential Small Lot District

Standard	Sunstone R-SL Standards
Housing Types	Single Family Detached
Sunstone Land Use Category	L, ML
Minimum Lot Size s.f.	2,800
Dwelling Units per Lot	1
Min. Lot Width	35'
Minimum Setbacks	
Refer to Exhibit 2.A.2 for Setback Diagram	
All setbacks measure from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas sight visibility requirements. Non-livable encroachments no more than 24" in depth consisting of non-livable architectural projections are permitted into the front setback.	
Main Building	
Front (measured from sidewalk)	14' to single story Living, Porch or Attached Side Entry Garage elements (May be reduced to 10' for single-story living or porch for 30% of building). ** 20' to second story elements 25' to third story elements 5' (cluster product only) or 18' to face of Front Entry Garage Door
Side	5'
Corner Side	8' to ground level Porch 10' to first and second story living from sidewalk, or 5' from common element 10' to third story elements



SECTION 2 - ZONING RESIDENTIAL STANDARDS

Rear	10' to single story Living element 15' to second story Living element (May be reduced by 5' for 50% of building width).** 15' minimum backyards are strongly encouraged. 20' to third story element
Detached Accessory Structure (Single-Story only; including Casita* & Detached Side-Entry Garages)	
Front	Match principle structure requirement
Side (Measured to roof eave)	3'
Corner Side (Measured to roof eave)	10'
Rear (Measured to roof eave)	3' to single story element (14' maximum height)
Min. Separation to Main Building	6'
Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit (subject to 60% total lot coverage maximum)**
Rear Patio Cover, Sundeck, or Balcony	
A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground. A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally Cantilevered from the adjacent wall plane with no support posts extending to the ground. A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.	
Rear	5' to patio cover post or edge of patio cover 3' to roof overhang for patio cover 15' to patio cover post or edge of rear patio cover, sundeck, or balcony (may be reduced to 10' at perimeter edge with average 15' typ.) 13' to roof overhang of sundeck or balcony (may be reduced to 8' at perimeter edge with average 13' typ.)
Side	5' to patio cover post or edge of rear patio cover, sundeck, or balcony
Corner Side	8' to patio cover post or edge of rear patio cover, sundeck, or balcony 6' to roof overhang

Courtyard Walls • Front • Side • Corner Side	5' Setback 0' Setback 5' Setback
Max Lot Coverage (The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway, not including utility easements, is subtracted)	60% or less (includes detached structures and garage area)
Max. Building Height Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof)	Main Building • 3 Stories max. (Front/rear wall planes must be offset, box on box not allowed) • 35' max. height Accessory Structure • 14' maximum (single-story only)
Parking	2 unimpeded spaces per unit within an enclosed garage
Landscape Buffers • Minimum Zone Depths	Adjacent to Right of Way: 6' or building setback, whichever is less
Walls and Fences	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building. Privacy walls used to screen AC units, pool equipment, or trash bins will not exceed 5' in height.
Courtyard Walls • Maximum Height	4'-6" (3' Solid wall + 18" iron). Pilasters one course above wall (may extend 18")



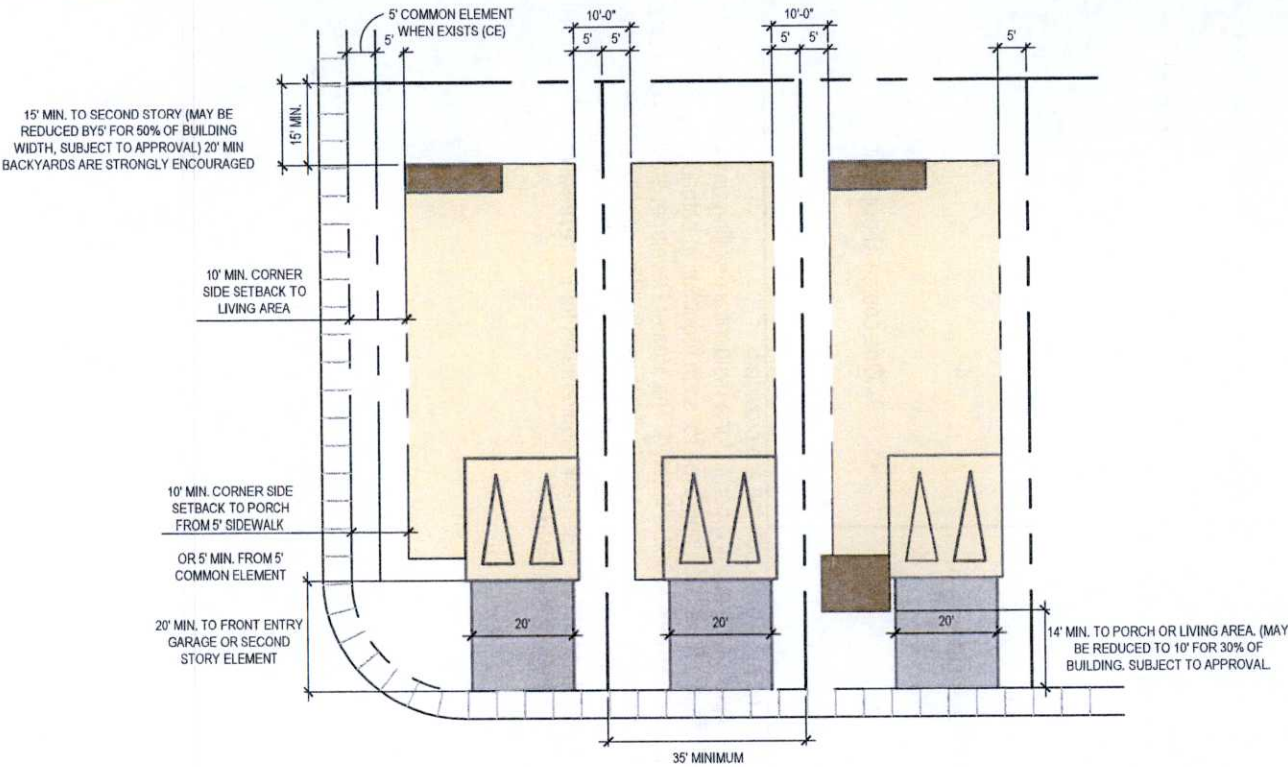
SECTION 2 - ZONING RESIDENTIAL STANDARDS

Perimeter and Retaining Walls • Max. Overall Height • Perimeter Wall Height • Max. Retaining Wall Height • Max. Pilaster Height • Contrasting Material	• 12' Exterior – 14' Interior • 6'-8' • 6' Exterior – 8' Interior • One course above wall (may extend 18") • 20%
Perimeter and Retaining Walls Standard Stepback • Max. Primary Wall Height • Max. Secondary Wall Height • Min. spacing between wall sections – Inside Dimensions • Max. Pilaster Height • Min. spacing between wall sections – Outside Dimensions	• 6'-12' Exterior / 6'-14' Interior • 4' • 4' • One course above wall • 5'

*Casita may include kitchenette in which no oven and cook-top are provided.

**The Master Developer shall submit as part of the building permit for a residential dwelling unit an approval letter that includes a tracking matrix of all units that have been approved for such reduction in setback requirements for the respective subdivision in which the proposed dwelling unit is located. The Master Developer shall also be responsible for providing an approval letter for all proposed detached accessory structures building permits that were not included in the original permitting of the residential dwelling unit and provide a tracking matrix of all detached accessory structures that have been approved for such reduction in setback requirements for the respective subdivision in which the proposed detached accessory structure is located.

SECTION 2 -ZONING RESIDENTIAL STANDARDS



2.A.3 Sunstone R-CL Compact-Lot District

Standard	Sunstone R-CL Standards
Housing Types	Single Family Detached, Duplex (Conventional, Cluster or Alley configurations)
Sunstone Land Use Category	L, ML, M-LA
Minimum Lot Size s.f.	Conventional: 2,000 Cluster or Alley: 2,000
Dwelling Units per Lot	1
Min. Lot Width	NA
Minimum Setbacks Refer to Exhibit 2.A.3 for Setback Diagram All setbacks measure from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas sight visibility requirements. Non-livable encroachments no more than 24" in depth consisting of non-livable architectural projections are permitted into the front setback.	
Main Building	
Front	<u>From Interior Street, Paseo or Common Open Space</u> 5' to Porch 10' to Single-Story Living 14' to Second Story Living (only 50% of façade must be setback, remaining 50% can be at 10' setback)* 5' max. or 18'+ min. to face of Front Entry Garage Door <u>From Street or Drive Aisle</u> 5' to Second Story Living over Garage 5' to Porch 5' to Single Story Living 5' to Second Story Living 5' max. or 18'+ min. to face of Garage Door
Side	0' at common wall 5' at building end wall
Corner Side	5'
Rear	<u>Rear Yard with No Alley</u> 5' <u>Rear Yard from Alley</u> 5' max. or 18'+ min. to face of Garage Door

SECTION 2 - ZONING RESIDENTIAL STANDARDS

Detached Accessory Structure	
Front	Same as Main Building
Side (Measured to roof eave)	5'
Corner Side (Measured to roof eave)	5'
Rear (Measured to roof eave)	5'
Min. Separation to Main Building	6'
Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit
Rear Patio Cover, Sundeck, or Balcony A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground. A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground. A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.	
Rear	5' to patio cover post or edge of sundeck or balcony
Side	5' to patio cover post or edge of sundeck or balcony
Corner Side	5' to patio cover post or edge of sundeck or balcony
Courtyard Walls - Interior Street - Street, Drive Aisle or Parking - Paseo or Common Open Space - Corner Side	
	5' Setback
	2' Setback
	0' Setback
	2'
Min. Distance Between Buildings	10'
Max Lot Coverage (The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway, not including utility easements, is subtracted)	95%
Max. Building Height Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof	Main Building 3 Stories max.; 35 feet max. Accessory Structure 14' maximum (single-story only)
Parking	Three (3) unimpeded spaces per unit with at least one space in an enclosed garage. In neighborhoods where 5' driveways are proposed, additional off-street parking must be provided, subject to ARC review and approval.
Landscape Buffers Minimum Zone Depths	Adjacent to Right of Way: 6' or building setback, whichever is less

SECTION 2 - ZONING RESIDENTIAL STANDARDS

Walls and Fences	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building. Privacy walls used to screen AC units, pool equipment, or trash bins will not exceed 5' in height.
Courtyard Walls Maximum Height	4'-6" (3' Solid wall + 18" iron). Pilasters one course above wall
Perimeter and Retaining Walls - Max. Overall Height - Perimeter Wall Height - Max. Retaining Wall Height - Max. Pilaster Height - Contrasting Material	12' Exterior – 14' Interior 6'-8' 6' Exterior – 8' Interior - One course above wall 20%
Perimeter and Retaining Walls Standard Stepback - Max. Primary Wall Height - Max. Secondary Wall Height - Min. spacing between wall sections – Inside Dimensions - Max. Pilaster Height - Min. spacing between wall sections – Outside Dimensions	6'-12' Exterior / 6'-14' Interior 4' 4' - One course above wall (may extend 18") 5'
Open Space	
Common Open Space	150 s.f. per unit for a minimum Common Open Space element of 10,000 s.f. The minimum 10,000 s.f. common open space requirement shall be consolidated into a single amenity area, visible from the main entry of the project to the extent feasible. The balance of any cumulative common open space requirement exceeding 10,000 s.f. may be distributed throughout the project as the builder desires, so long as such common open space element has a minimum dimension of 20' in width.

*The Master Developer shall submit as part of the building permit for a residential dwelling unit an approval letter that includes a tracking matrix of all units that have been approved for such reduction in setback requirements for the respective subdivision in which the proposed dwelling unit is located. The Master Developer shall also be responsible for providing an approval letter for all proposed detached accessory structures building permits that were not included in the original permitting of the residential dwelling unit and provide a tracking matrix of all detached accessory structures that have been approved for such reduction in setback requirements for the respective subdivision in which the proposed detached accessory structure is located.

SECTION 2 -ZONING RESIDENTIAL STANDARDS

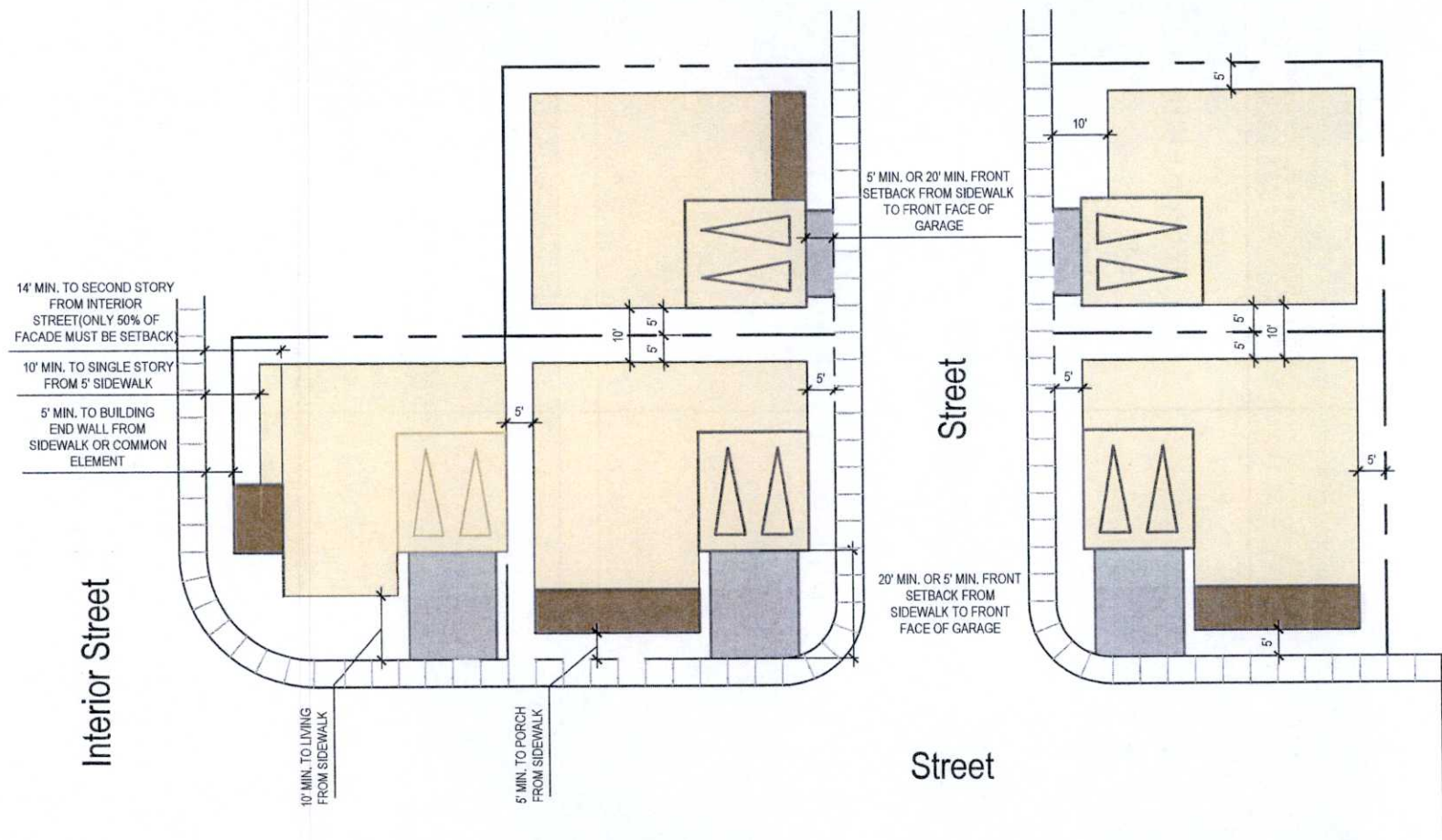


EXHIBIT 2.A.3: SUNSTONE R-CL DEVELOPMENT STANDARDS

2.A.4 Sunstone R-TH Single Family Attached District

Standard	Sunstone R-TH Standards
Housing Types	Single Family Attached
Sunstone Land Use Category	MLA
Minimum Lot Size s.f.	1,280
Dwelling Units per Lot	1
Min. Lot Width	20'
Min. Lot Depth	NA
Minimum Setbacks Refer to Exhibit 2.A.4 for Setback Diagram All setbacks measure from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas sight visibility requirements. Non-livable encroachments no more than 12" in depth consisting of non-livable architectural projections are permitted into the front setback.	
Main Building	
Front	<u>From Interior Street, Paseo or Common Open Space</u> 5' to Porch 8' to Single-Story Living 5' max. or 18'+ min. to face of Front Entry Garage Door <u>From Street or Drive Aisle</u> 5' to Second Story Living over Garage 5' to Porch 10' to Single Story Living 10' to Second Story Living 5' max. or 18'+ min. to face of Garage Door
Side	0' at common wall 5' at building end wall
Corner Side	5'
Rear	<u>Rear Yard with No Alley</u> 5' <u>Rear Yard from Alley</u> 5' max. or 18'+ min. to face of Garage Door
Detached Accessory Structure (Single-Story only; including Casita* & Detached Side-Entry Garages)	
Min. Separation to Main Building	6'
Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit

SECTION 2 - ZONING RESIDENTIAL STANDARDS

Rear Patio Cover, Sundeck, Balcony A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground. A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally Cantilevered from the adjacent wall plane with no support posts extending to the ground. A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.	
Rear	5' to patio cover post or edge of sundeck or balcony
Side	5' to patio cover post or edge of sundeck or balcony
Corner Side	5' to patio cover post or edge of sundeck or balcony
Courtyard Walls - Interior Street - Street, Drive Aisle or Parking - Paseo or Common Open Space - Parcel Boundary Adjacent to Perimeter Street - Adjacent Parcel PL	2' Setback 2' Setback 0' Setback 10' 10'
Min. Distance Between Buildings (PPrimary Walls are those walls which contain the primary glazing and/or private outdoor space per unit. All other elevations are considered Secondary Walls.)	10'
Max Lot Coverage (The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway, not including utility easements, is subtracted)	95%
Max. Building Height Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof)	Main Building 3 Stories max.; 45 feet max. Accessory Structure 14' maximum (single-story only)
Parking	1 unimpeded space per dwelling unit, plus 1 guest parking space per 6 units. In neighborhoods where 5' driveways are proposed, additional off-street parking must be provided, subject to ARC review and approval.
Landscape Buffers - Minimum Zone Depths - Parking Lot Screening	Adjacent to Right of Way: 6' or building setback, whichever is less Screening from adjacent roadways shall be provided

Walls and Fences	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building. Privacy walls used to screen AC units, pool equipment, or trash bins will not exceed 5' in height.
Courtyard Walls Maximum Height	4'-6" (3' Solid wall + 18" iron). Pilasters one course above wall



SECTION 2 - ZONING RESIDENTIAL STANDARDS

Perimeter and Retaining Walls • Max. Overall Height • Perimeter Wall Height • Max. Retaining Wall Height • Max. Pilaster Height • Contrasting Material	• 12' Exterior – 14' Interior • 6'-8' • 6' Exterior – 8' Interior • One course above wall (may extend 18") • 20%
Perimeter and Retaining Walls Standard Stepback • Max. Primary Wall Height • Max. Secondary Wall Height • Min. spacing between wall sections – Inside Dimensions • Max. Pilaster Height • Min. spacing between wall sections – Outside Dimensions	• 6'-12' Exterior / 6'-14' Interior • 4' • 4' • One course above wall (may extend 18") • 5'
Open Space	
Common Open Space	150 s.f. per unit for a minimum Common Open Space element of 10,000 s.f. The minimum 10,000 s.f. common open space requirement shall be consolidated into a single amenity area, visible from the main entry of the project to the extent feasible. The balance of any cumulative common open space requirement exceeding 10,000 s.f. may be distributed throughout the project as the builder desires, so long as such common open space element has a minimum dimension of 20' in width.

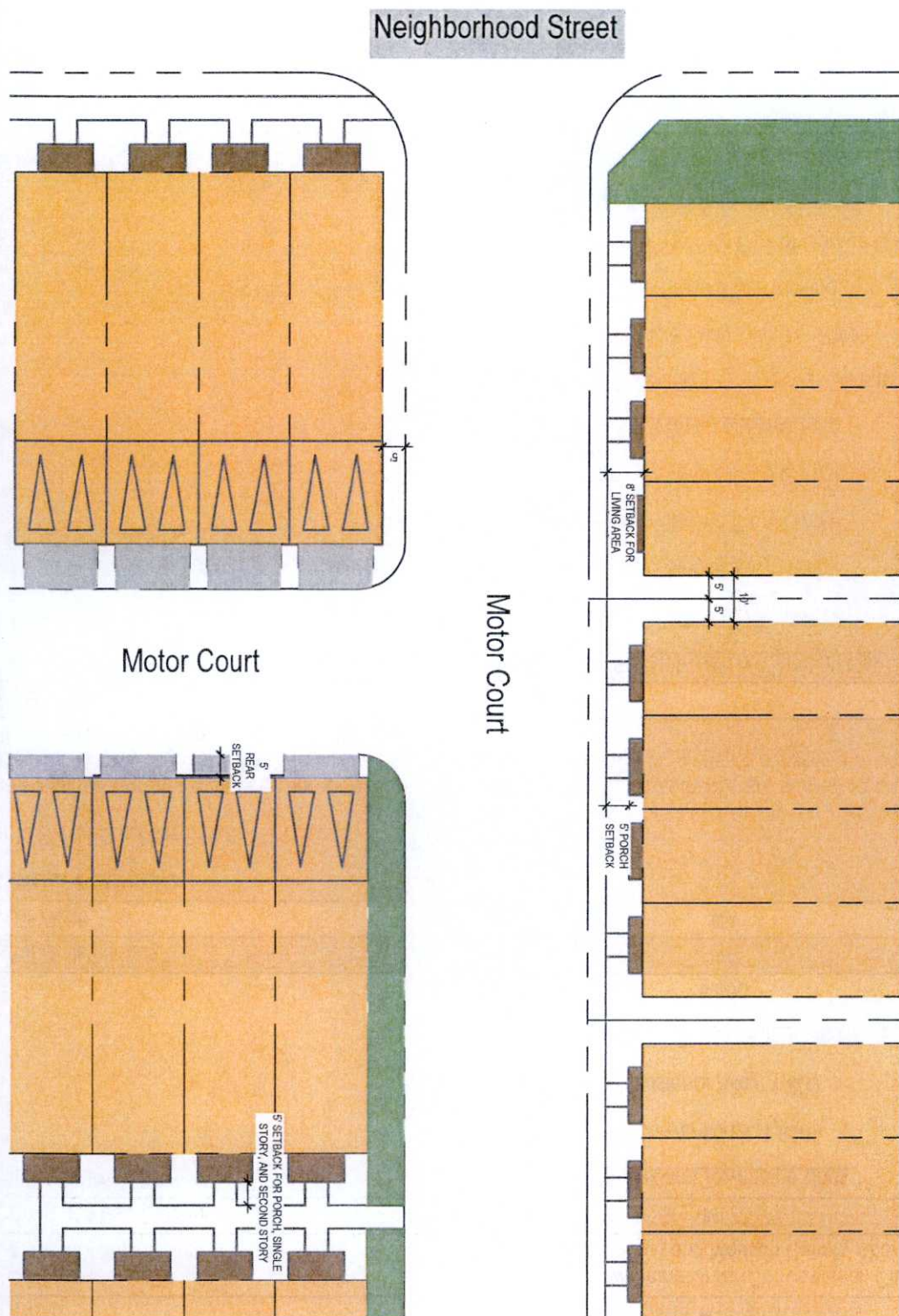


EXHIBIT 2.A.4: SUNSTONE R-TH DEVELOPMENT STANDARDS

2.A.5 Sunstone R-3 Medium Density Residential

Standard	Sunstone R-3 Standards
Housing Types	Duplex and Townhome Units (Conventional, Cluster or Alley configurations) and Medium Density Apartments
Sunstone Land Use Category	MLA
Minimum Lot Size s.f.	<u>Duplex and Townhome Units</u> Conventional: 1,800 Cluster or Alley: 1,800 <u>Medium Density Apartments</u> 6,500
Dwelling Units per Lot	NA
Min. Lot Width	NA
Minimum Setbacks Refer to Exhibit 2.A.5 for Setback Diagram. All setbacks measure from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas sight visibility requirements. Non-livable encroachments no more than 24" in depth consisting of non-livable architectural projections are permitted into the front setback.	
Main Building	
Front	<u>From Interior Street, Paseo or Common Open Space</u> 5' to Porch 8' to Single Story Living 8' to Second Story Living 18' to face of Front Entry Garage Door <u>From Street or Drive Aisle</u> 5' to Second Story Living over Garage 5' to Single Story Living or Porch 5' to Second Story Living 5' max. or 18' + min. to face of Garage Door <u>Medium Density Apartments</u> 10'

SECTION 2 - ZONING RESIDENTIAL STANDARDS

Side	<u>Duplex and Townhome Units</u> 0' at common wall 5' at building end wall <u>Medium Density Apartments</u> 5'
Corner Side	<u>Duplex and Townhome Units</u> 5' <u>Medium Density Apartments</u> 5'
Rear	Duplex and Townhome Units: <u>Rear Yard with No Alley</u> 5' <u>Rear Yard from Alley</u> 5' 5' max. or 18'+ min. to face of Garage Door Medium Density Apartments <u>From common Property: Line between two adjacent parcels:</u> 10' to Porch 10' to Living <u>From Property Line adjacent to Community Open Space</u> 10' to Porch 10' to Living
Accessory Structure Accessory structures for R-3 Medium Density Apartment housing types may include but are not limited to leasing offices, pool buildings and cabanas, pool equipment buildings, clubhouse and recreation buildings, detached garages and storage buildings, and other similar structures that are customary for R-3 Medium Density housing types. Kitchen facilities for catering purposes only are allowed.	
Front	Same as Main Building
Side (Measured to roof eave)	5'
Corner Side (Measured to roof eave)	5'
Rear (Measured to roof eave)	5'
Min. Separation to Main Building	6'
Size and Coverage	NA

Rear Patio Cover, Sundeck, Balcony

A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.

A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally Cantilevered from the adjacent wall plane with no support posts extending to the ground.

A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.

Duplex and Townhome Units	
Rear	5' to patio cover post or edge of sundeck or balcony
Side	5' to patio cover post or edge of sundeck or balcony
Corner Side	5' to patio cover post or edge of sundeck or balcony
Medium Density Apartments	
Rear	5' to patio cover post or edge of sundeck or balcony
Side	5' to patio cover post or edge of sundeck or balcony
Corner Side	5' to patio cover post or edge of sundeck or balcony
Walls and Fences	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building. Privacy walls used to screen AC units, pool equipment, or trash bins will not exceed 5' in height.
Courtyard Walls	
Interior Street	5' Setback
Maximum height	4'-6" (3' Solid wall + 18" iron) Pilasters one course above adjacent wall/fence
Perimeter and Retaining Walls	
- Max. Overall Height - Perimeter Wall Height - Max. Retaining Wall Height - Max. Pilaster Height - Contrasting Material	12' Exterior – 14' Interior 6'-8' 6' Exterior – 8' Interior - One course above wall (may extend 18") 20%

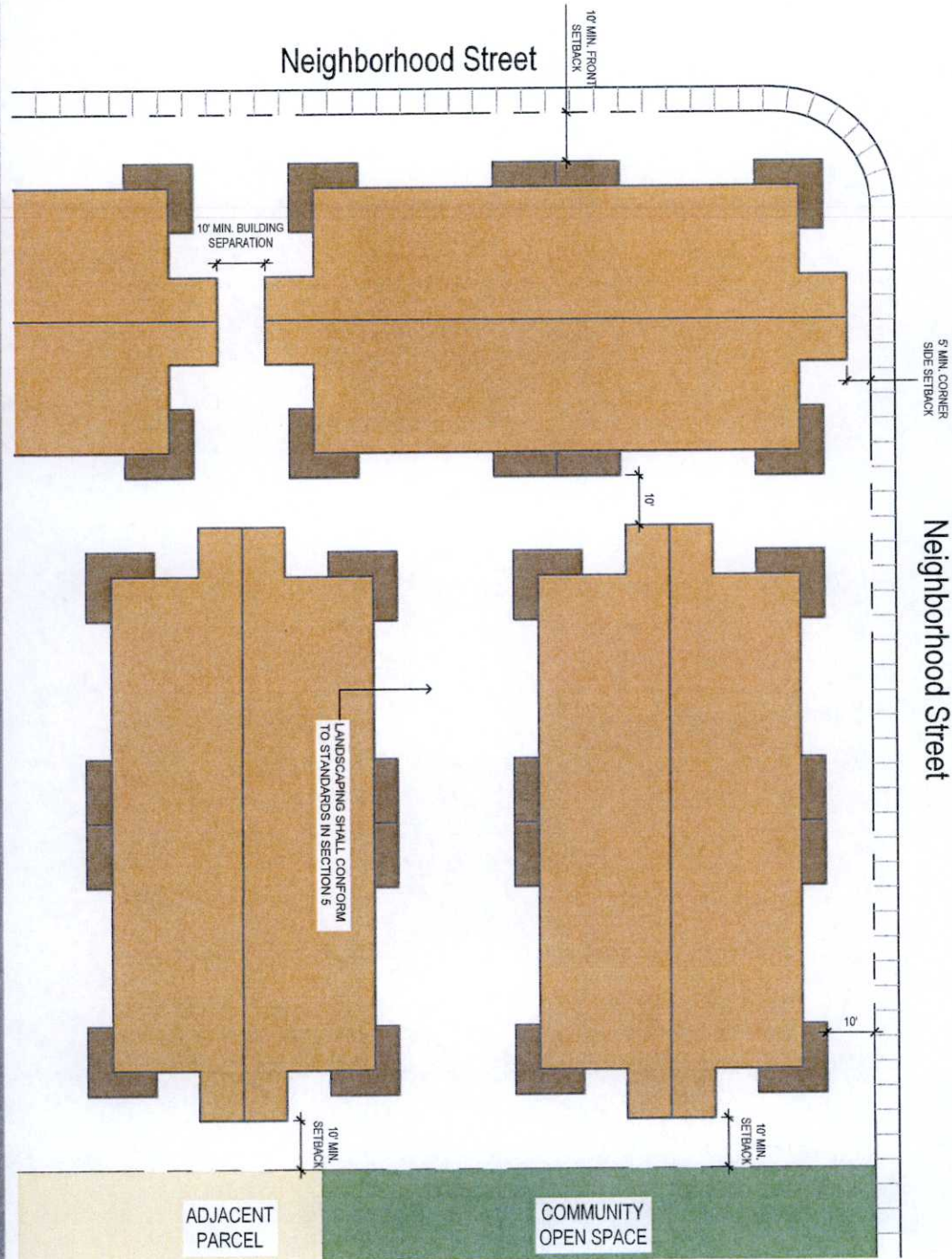
SECTION 2 - ZONING RESIDENTIAL STANDARDS

Perimeter and Retaining Walls Standard Stepback • Max. Primary Wall Height • Max. Secondary Wall Height • Min. spacing between wall sections – Inside Dimensions • Max. Pilaster Height • Min. spacing between wall sections – Outside Dimensions	• 6'-12' Exterior / 6'-14' Interior • 4' • 4' • One course above wall (may extend 18") • 5'
Min. Distance Between Buildings	Duplex and Townhome Units: 10' Medium Density Apartments: 10'
Max Lot Coverage (The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway, not including utility easements, is subtracted)	NA
Max. Building Height Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof)	Main Building • 3 Stories Permitted; (Up to 5 Stories max. with ARC review and approval.) • 60' max. (Front/rear wall planes must be offset, box on box not allowed). Accessory Structure • Not to exceed 3 stories, 35 feet in height or the height of the principle dwelling unit, whichever is less. (Front/rear wall planes must be offset, box on box not allowed).

Parking	<u>Duplex and Townhome Units</u> 2 unimpeded spaces per unit with at least one space in an enclosed garage, plus 1 guest space for every 6 units. In neighborhoods where 5' driveways are proposed, additional off-street parking must be provided subject to ARC review and approval. Project on-street parking can be counted toward guest parking requirement. <u>Medium Density Apartments</u> SR Apt: .75/unit All others: Studio & 1BR: 1.25/unit 2 BR: 1.75/unit 3 BR & Above: 2/unit Plus: 1 guest space for every 6 units. (Project on-street parallel parking, if any, shall conform to UDC requirements and can be counted toward guest parking requirement. Adopted City of Las Vegas parallel parking space standards apply.)
Landscape Buffers Minimum Zone Depths	Adjacent to Right of Way: 10' or building setback, whichever is less
Open Space Private Outdoor Space	<u>Medium Density Apartments:</u> Ground level patios: 96 s.f. with minimum 8' dimension. (Maximum paved area shall be 80%) Balconies: 48 s.f. with minimum 6' dimension Outdoor Living Space requirement as defined in Section 4.F may be counted toward the Private Open Space requirement. Private Outdoor Space and Private Open Space shall be the responsibility of the master developer to enforce.

SECTION 2 - ZONING RESIDENTIAL STANDARDS

Common Open Space	150 s.f. per unit for a minimum Common Open Space element of 10,000 s.f. The minimum 10,000 s.f. common open space requirement shall be consolidated into a single amenity area, visible from the main entry of the project to the extent feasible. The balance of any cumulative common open space requirement exceeding 10,000 s.f. may be distributed throughout the project as the builder desires, so long as such common open space element has a minimum dimension of 20' in width.
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2.B DRIVEWAY CRITERIA

All driveway materials shall be constructed using pavers or non-gray concrete.

2.B.1 Minimum Length of Driveways

Minimum driveway lengths are specified in the Development Standards Matrices in Section 2.A.1 through 2.A.6.

2.B.2 Parking

In multi-family development, parking shall conform to City of Las Vegas ADA standards.

2.C MODEL HOME COMPLEXES

2.C.1 Parking

Model Home parking lots shall be paved or unpaved (unpaved areas must be 2" deep decomposed granite or chat for dust control). A minimum of 4 paved spaces shall be provided with handicapped spaces in accordance with City of Las Vegas requirements (with prior approval by the ARC).

2.C.2 Signage

Model home signage shall be subject to ARC approval.

2.C.3 Fencing

All fencing within the model complex shall be compatible with the community wall and fence and design. Chain link, wood, plastic or vinyl fences are prohibited. Model home fencing is subject to the approval of the ARC.

2.D STREET LIGHTING

A light pole standard has been selected for use on arterial streets throughout the Sunstone. Please refer to Exhibit "N" in the Sunstone Development Agreement.

This will be the light pole used on all public streets within the Sunstone Development. See Exhibits 5.W.2.A & 5.W.2.B for alternative light poles to be used on private streets.

Other street light standards are permitted subject to ARC approval; are decorative in nature, are compatible with the Sunstone architectural style and meet the City of Las Vegas minimum candle-watt criteria.

Private street subdivisions must meet City of Las Vegas lighting requirements. Coach lighting on photo-cells are required where City of Las Vegas allows minimal street light installations.

2.E STREETS

Refer to Section 5.U for street design standards.

2.F ENVIRONMENTAL STANDARDS

All residential product builders within Sunstone shall meet the following requirements for all residential products.

2.F.1 Water Conservation

- Front yards shall be landscaped with trees, shrubs and ground cover. No living lawns are permitted. Artificial turf is allowed. Non-turf areas will include a minimum 2-inch layer of approved groundcover or decomposed granular mulch, weed barrier fabric is discouraged.

- If rear yard landscaping is provided by builder, the lawn area, living or artificial turf, shall be less than 50% of total landscape-able area of backyard, but not to exceed 1,000 square feet.

SECTION 2 - ZONING RESIDENTIAL STANDARDS

- No builder installed ornamental water features at homes or in common areas are permitted, except within model complexes and must meet City of Las Vegas requirements.
- All irrigation systems, if properly operated and maintained, can sustain the landscape without creating flow or spray that leaves the property.
- Builder installed irrigation systems shall have separate control zones (valves) for different plant and irrigation types.
- Builder installed sprinkler heads in turf areas must extend 4" or higher. Only turf areas may use spray irrigation. Drip irrigation is required for planter beds.
- Builder installed drip irrigation systems shall be equipped with pressure regulator, filter and flush end assembly.
- Master Developer to create a plan for educating residents about solid waste disposal and recycling systems.

2.F.2 Solid Waste Disposal

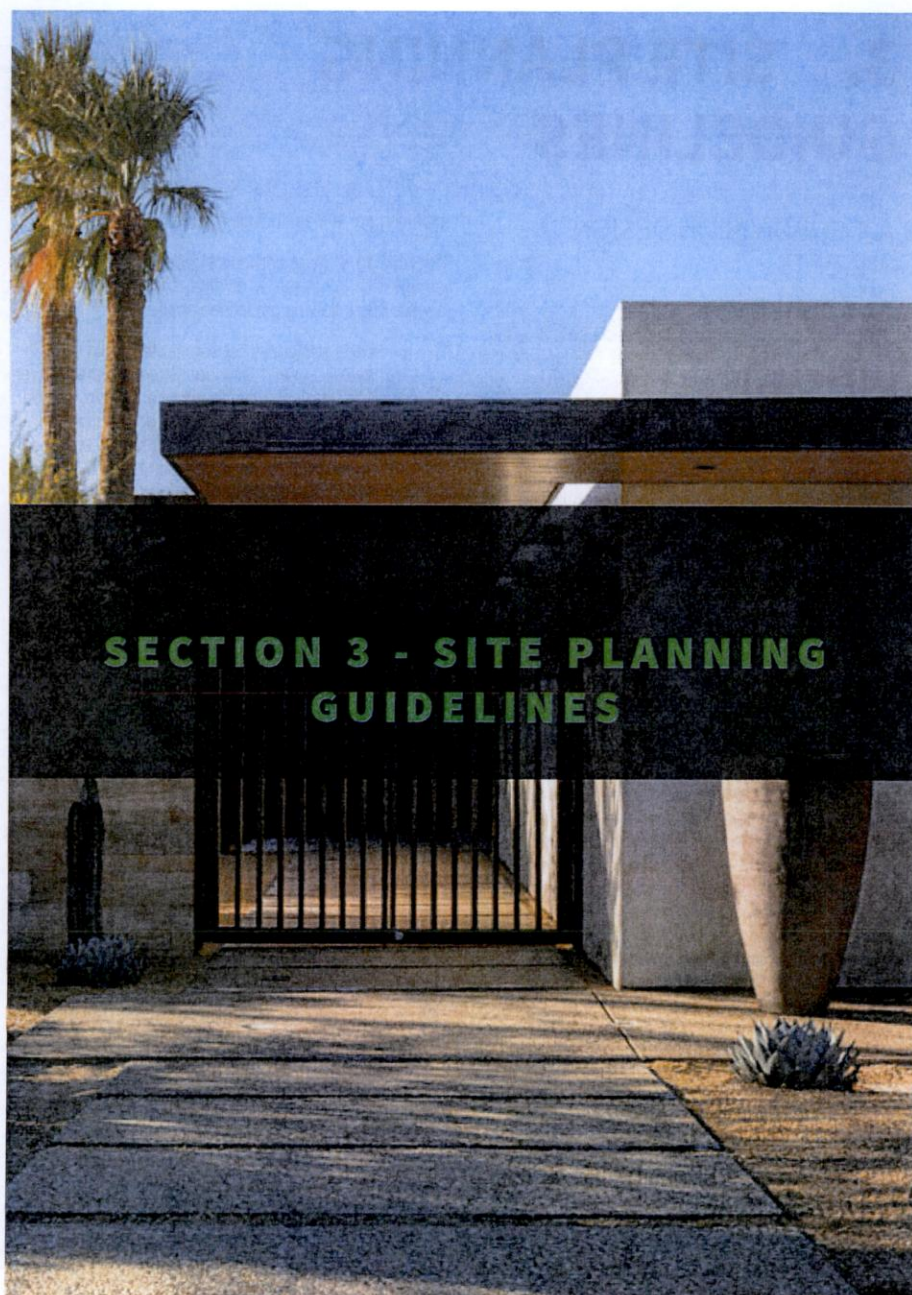
The Developer will meet with Republic Services or the City's contractor for solid waste removal at that time and arrange a program for all of Sunstone to have trash removal on a once a week basis and recycling pick up on a once a week basis.

2.F.3 Required Homebuyers Options

The Developer shall require, and the residential Builders shall provide all homebuyers the option of purchasing any or all of the following on all single family detached homes and where possible on attached residential product:

- Energy Star Certified Homes or similarly approved equal (HERS);
- Solar water heaters or tankless water heater(s);
- Compact fluorescent lighting or LED lighting; and,
- Energy Star appliances.





3. SITE PLANNING GUIDELINES

3.A SUBDIVISION DESIGN CONCEPTS

3.A.1 Parcel Entries

The location of parcel entries into each parcel will be identified by the Master Developer at the time of the purchase and sale agreement and in conformance with the approved traffic analysis. It is the responsibility of the builder to design a subdivision plan that incorporates these points of access. Other points of access that do not impede the overall efficiency of Master Land Use Planned roadways may be possible but require specific approval from the Master Developer and the City of Las Vegas. In some cases, parcel entries or interconnections will be coordinated with an adjacent parcel.

The arrival experience into each neighborhood shall reinforce the overall community theme of Sunstone. Architectural and landscape elements found throughout the community shall be incorporated into the neighborhood entry experience to provide a seamless transition between the overall community and individual neighborhoods.

Please refer to Section 6 for conceptual design direction for primary builder parcel entries. The exhibits in this section should be considered the minimum requirement and builders are encouraged/allowed to embellish the design with upgraded landscaping, lighting and materials that are consistent with the architecture of the builder parcel. Further articulation on the style, materials, character, and planting design of the three-tier hierarchy of entries are in Section 6, Iconic Monuments and Wall Guidelines.

Secondary/ Community Arterial Entries and Tertiary/ Interior Subdivision: Residential Entries have been designed to complement the Primary/ Community Entries. Further articulation may be found in Section 6, Iconic Monuments and Wall Guidelines.

3.A.2 Street Layout

A Preliminary Concept Site Plan must be reviewed and approved by ARC prior to preparation of tentative maps, to ensure compliance with the design intent of the site

planning guidelines, including street layout.

The design of neighborhood streets should provide the opportunity to create a diverse and interesting street scene. The following guidelines apply:

- Long straight street segments should be avoided over 1,000 feet. Street segments over 1,000 feet should incorporate a curve, angled turn, mid-block roundabout, or other site design features to effectively lessen the visual length of an otherwise straight street. Site specific design considerations affecting street layout shall be reviewed between the Master Developer and Builder during the Preliminary Concept Site Plan Review discussed above.
- Curvilinear streets are preferred, particularly in larger lot neighborhoods. Curvilinear streets are not restricted in length.
- Smaller lot neighborhoods may feature a blend of straight streets and curvilinear streets, subject to the above criteria.
- The layout of neighborhood streets should discourage excessive speed and through traffic, enhancing pedestrian safety.
- Streets that are generally oriented in an east / west direction are preferred, providing a desirable north/south orientation for residences.

3.A.3 Pedestrian Access

On builder parcels that are adjacent to a Master Development Planned roadway or open space, pedestrian access must be provided along each builder parcel edge having such frontage. However, Applicants may petition the ARC for waivers to this requirement. Site design should encourage the proper locations for crossings that dissuade jay-walking and facilitate safe pedestrian crossing at streets.

At least one pedestrian connection should be installed on each side of the builder parcel, where builder parcel

abuts a street, or common area. The connection should be installed mid-builder parcel. Builder shall complete the connection between their builder parcel, and any common area Pedestrian Pathways. Coordination with Master Developer and the ARC is required.

3.A.4 Common Open Space

Common open space area shall be oriented in such a manner that it is visible from the builder parcel entry to the extent feasible. Remaining open space, if any, may be provided in the form of a small pocket parks throughout the neighborhood, internal paseos, landscape strips at key locations, or other areas as long as it is a visible element from a street and has an approximate dimension of 25 feet in width (20' minimum per Residential Standards, Section 2.A). Common open space will be essential in neighborhoods with cluster and alley- loaded homes in order to provide adequate open and recreational areas. Developer approved amenities are recommended as a part of each pocket park design. Amenities may include play structures, picnic tables, and benches, and are subject to ARC review.

3.B PRODUCT PLOTTING CRITERIA

The plotting of residences that are adjacent to Master Development Plan roadways or Open Space, must be submitted to the ARC for review and approval to ensure compliance with the design intent of the site planning guidelines, including product plotting criteria. The submittal must include Plan numbers, elevations, and rear elevation options. The Master Developer shall be responsible for the tracking of the implementation and the enforcement of the criteria included in this section.

SECTION 3 - SITE PLANNING GUIDELINES

The plotting of residences should be done in a manner that achieves diversity and visual interest to the neighborhood street scene. Such diversity can be achieved through varying setbacks, articulated building massing, variable lot widths, de-emphasized garages, and enhanced elevations and/or single story elements on corner lots.

3.B.1 Plotting

A 2 or 3-story plan may be plotted adjacent to another 3-story plan or a 2-story plan only, except that no more than three 3-story plans may be plotted in a row. A 3-story plan shall not be plotted adjacent to a 1-story plan.

3.B.2 Articulated Building Massing

Boxy building forms that overwhelm the street scene are discouraged. Rather the building mass shall be broken down into smaller elements, where feasible, to provide visual interest and articulation to the neighborhood street scene.

On 3-story dwellings, no more than 40% of the width of an exposed elevation (front or rear) may consist of a single continuous vertical wall plan. The remaining 3rd floor wall plane area, if any, shall be setback at least 5' from the 2nd floor footprint. Any enclosed 3rd story is limited to 60% of the building footprint. 3-Story wall planes are not allowed on front or rear elevations.

3.B.3 Garage Placement and Configuration

The placement and configuration of the garage often drives the look and feel of the neighborhood. Therefore, special care and consideration shall be used to de-emphasize the garage door on the street scene. In addition to conventional front entry garages, there are



many additional garage configurations that can be used such as turn-in garages, split entry garages, tandem garage spaces, etc. When conventional front entry garages are used, special thought should be given to using techniques such as the following:

Living Spaces Forward of the Garage

- Where product width allows, "architecture forward" lets the active living spaces of the house be the predominate feature of the front elevation, with the garage setback further from the street.

Deep Recesses

- Deep garage door recesses (greater than the minimum 12") into surrounding wall planes result in strong shadows being cast across the garage doors, deemphasizing their appearance on the street scene. Second floor elements above are either cantilevered or supported with piers extending to ground plane.

Extended Roof Elements

- The use of extended roof elements provides the opportunity to emphasize the architectural design of the home while minimizing the appearance of the garage on the street scene. For example, when a porch is provided on the front elevation, extending the single-story roof line across the entire driveway width in front of the garage creates a deep shadow on the garage door, effectively allowing the garage door to "disappear" into the shadow. Similarly, a vehicular porte-cochere element provides additional shade to the front of the house and the garage is generally behind the front facade of the home.

No more than three front facing garage spaces are permitted on an individual residence, however, the minimum width of a lot having a 3-car front facing garage shall be 45'. Additional garages spaces, if provided, must be in a turn-in configuration, tandem, deep-recessed with a long driveway or motor-court, or other configurations in which the garage door de-emphasized from the front. On lots that are 7,000 sq. ft. or greater, four garage spaces may face the street, subject to design review and approval.

Front loaded 3-car garages, where provided, must have a 2' minimum offset between the single and double garage elements. This can be accomplished by offsetting the garage doors, offsetting the garage facades, or both. Three single car garage doors are not required to be offset.

The face of garage doors shall be recessed a minimum of 12" from the adjacent wall surface.

Garage doors shall be compatible with the architectural style of the residence and shall vary per elevation style. In order to avoid the impact of garage doors, they shall be appropriately treated with decorative relief cuts, panels, etc.

The front door to a residence with a side-loaded garage must be separated from the garage door plane by a minimum of 4'. Driveway must also be setback from any building element (front porch, building wall, courtyard wall) by a 24" minimum planting area.

Front facing windows on side-entry garages shall feature window coverings, translucent glass, or other design elements that effectively screen the view in to the garage from the street.

In calculating the parking available on site, parking spaces within tandem garages that are impeded by



driveway parking will not be counted towards the required parking number.

3.B.4 Corner Lots

Single-story elevations or having a single-story element along the exposed side lot line facing public or private streets or facing public or private open space are encouraged. One-story elements may include the following:

- Single story-building walls with a maximum plate height of 12' and roofs sloping away from the side lot line.
- Single story building walls with a maximum plate height of 12' with second story walls set back 4' minimum from the first-floor walls and both roofs sloping away from the side lot line.
- Wrap-around porches with a maximum plate height of 12'.
- Alternative design solutions that add architectural dimension or character to corner lots.

The plotting of 3-story plans on corner lots is discouraged. If plotted, however, third story element on exposed corner side yards must be setback at least 10' from the 2nd floor footprint.

The portions of such side elevations that are not screened by solid walls should have architectural treatments consistent with the front elevation, including materials, detailing and roof plane breaks.

Privacy walls shall be set back 5' minimum from the back of a walk and 2' minimum from drive aisle.

Privacy walls shall screen air conditioner condenser units from view from the street.

When homes with rooftop decks, if any, are plotted on corner lots, a sloped roof must be used to disguise at least 2/3 of the height of the parapet element, regardless of architectural style. Rooftop decks shall meet the setbacks of the zoning category under the rear patio cover, sundeck, or balcony.

3.B.5 Perimeter Edges

The development edges of the builder parcels are a key element to the appearance and sustainability of the overall community, as well as its interface with the surrounding desert environment. For that reason, careful consideration must be undertaken in the design and plotting of residences along the visible perimeter edges

SECTION 3 - SITE PLANNING GUIDELINES

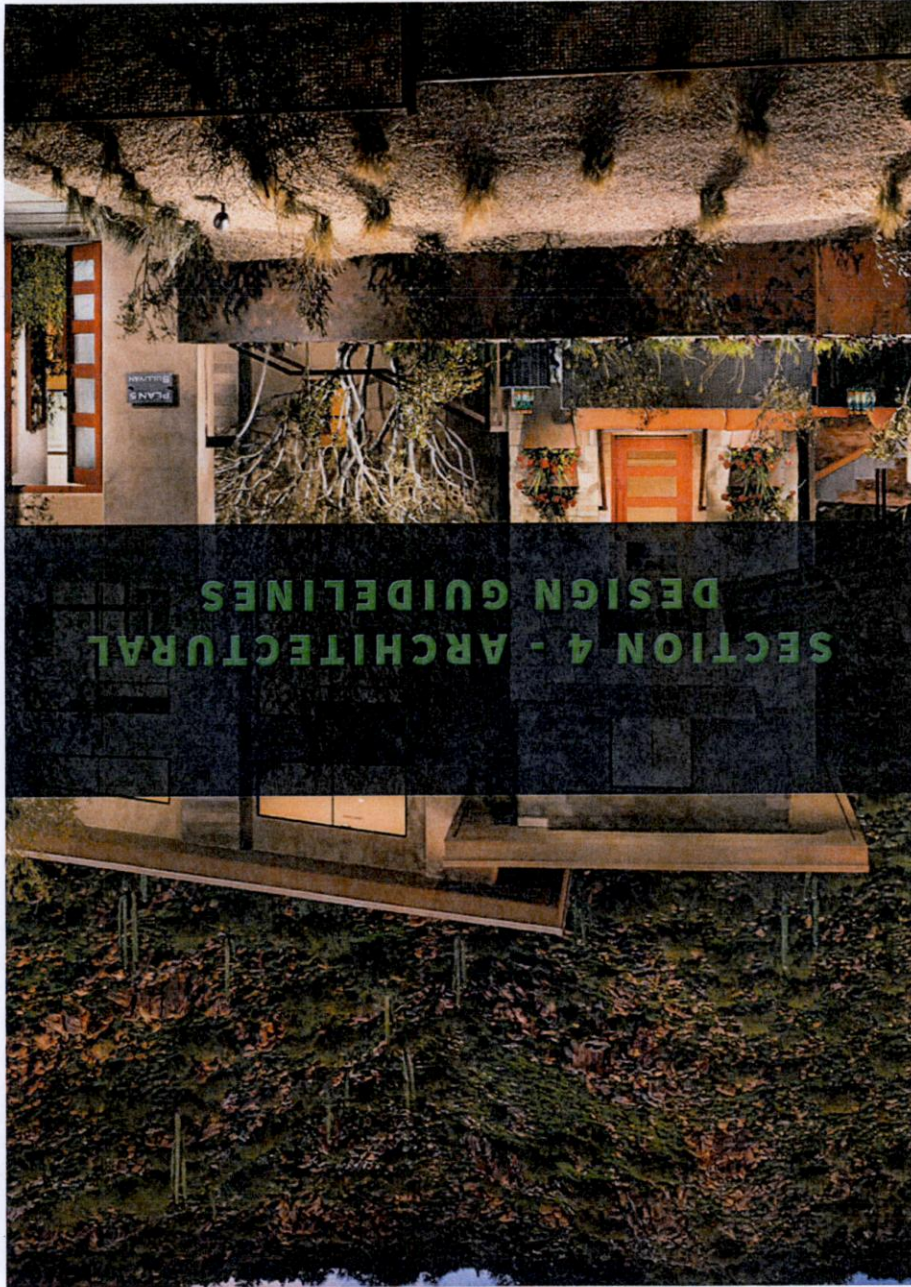
of development builder parcels. The visible perimeter edges will be identified by the Master Developer, and are generally defined as one or more of the following:

- Builder parcel edges that are adjacent to Master Development Planned roadways;
- Builder parcel edges that are adjacent to Open Space areas;
- Builder parcel edges that are adjacent to Public or Quasi-Public Spaces such as schools, libraries, houses of worship, etc; and,
- A tier of lots within a tract that is at least 15' higher than the tier of lots below.

In order to ensure that the perimeter edges contribute to a positive community environment, the visible elevations plotted along these edges shall incorporate the following guidelines:

- Variation of building massing and forms;
- 2nd floor roof and wall projections offset a minimum of 12" horizontally and vertically. Building articulation is preferred over added 12" wall planes as a means to create visual interest;
- The use of principle window on the 2nd floor;
- A single-story element may be used to break the plane of a 2-story building façade;
- Enhancements such as a patio cover, 2nd story deck or balcony that provides vertical or horizontal plane breaks to the facade may be used;
- The use of a principle window on corner side elevations;
- Cantilevered projections used to accomplish the required wall plane offsets may encroach in to setbacks (Maximum 24" encroachment per Section 2. Zoning Residential Standards); and,
- Architectural treatments and articulation consistent with the front elevation.

When homes with rooftop decks, if any, are plotted with side elevations facing a perimeter edge of a builder parcel, a sloped roof must be used to disguise at least 2/3 of the height of the parapet element. Rooftop decks shall meet the setbacks of the principle structure.



4. ARCHITECTURAL DESIGN GUIDELINES

4.A COMMUNITY DESIGN THEME

Sunstone is envisioned to be a vibrant development that allows for the greatest amount of land use flexibility and creates a unique lifestyle destination and desirable neighborhood designed to meet the needs of today's varied lifestyles.

Establishing a sense of "place" while preserving the natural resources and beauty of the Sheep Mountain Range is paramount at Sunstone. Energy and resources will be conserved through sustainable measures while creating a beautiful, livable, and vibrant series of developments. Open space, trails and the outdoors are a prominent feature at Sunstone. The programmed parks, trail corridors, and paseos, will focus on pedestrians and will allow for ease of movement throughout the community for a true walkable and livable community.

The underlying design philosophy for Sunstone is to create a community character and quality that reflects

the context of the region. These guidelines provide a comprehensive overview of the design criteria and development standards required to implement the desired physical form of the community and its key features. The Guidelines address architecture, site design, landscaping, lighting, signage, and other components to create a high-quality and cohesive community with interconnected open spaces.

While these guidelines establish the quality of architectural and landscape development for the Sunstone project, they are not intended to prevent alternative designs, new technologies, and/or concepts that are compatible with the overall project theme. This document is intended to promote and direct a high level of design quality to the project site while permitting flexibility for creative expression and innovative design solutions.

Please refer to Exhibit F: Master Land Use Plan, in the Development Agreement.



4.B INTRODUCTION TO ARCHITECTURAL GUIDELINES

The Architectural Design Guidelines for the residential areas of Sunstone are intended to facilitate the creation of diverse and varied streetscapes, while creating a cohesive sense of place in keeping with the overall community design concept. These design guidelines are criteria in which builders are to use in consideration to the development and plotting of their products and are enforced by the Master Developer's Architectural Review Committee (ARC). Architecturally, Sunstone employs a few key features that will define the community and elevate the designs by all builders:

- 18' minimum setback for front-facing garages (or 5' maximum if less than 18') or 20' minimum setback for front-facing garages dependent on zoning category that applies. See Section 2.A for Residential Standards.
- 5' minimum side-yard setback to structure, See Section 2.A; and,
- Multiple wall plane breaks required which creates interest in the street scene.

The architectural styles permitted within Sunstone are Western Regional, Modern Regional, Desert Contemporary, and Modern Spanish. An Architectural image board of each style is presented in this section. The image boards provide visual examples of each style and their primary identifying characteristics.

The styles that have been selected for the Design Guidelines have proven to be compatible with the Las Vegas climate. Other architectural styles may be allowed subject to review and approval by the Master Developer's Architectural Review Committee (ARC). The Architect may choose to follow a traditional design approach for the selected style, may explore more contemporary expressions of the selected style for a fresh and unique architectural look or a blend of both.

Updated interpretations may consider the following:

- Simple yet bold massing of building forms;
- Asymmetric building facades with exaggerated massing;
- Multiple wall planes;
- Strong use of the roof as a design statement including shed roof forms, parapets, and/or over-scaled gable or hip roof forms;

SECTION 2 - ZONING RESIDENTIAL STANDARDS

- Multiple ridge heights;
- Bold use of color to accentuate building forms;
- Simplicity of details, exaggerated for emphasis;
- Simplified use of materials on accenting wall planes; and,
- Materials used and applied in unique manner.

Each single family or paired home neighborhood with more than 125 units shall consist of at least 8 distinct combinations of plans and elevations. For example,

- 2 plans with 4 elevations each
- 4 plans with 2 elevations each

Neighborhoods with up to 125 units shall consist of at least 6 distinct combinations of plans and elevations. For example:

- 2 plans with 3 elevations each.

Single Family Attached and Multi-Family neighborhoods with up to 150 units may be designed with one architectural style for a cohesive neighborhood thematic design concept. An additional architectural style is required for each additional 150 units or portion thereof.

Sections 4.B through 4.F contain the general architectural requirements for all Single-Family residences within the community regardless of the architectural style selected. Sections 4.G through 4.I contain checklists of the primary identifying characteristics of each style and the requirements that must be included on residences designed for each selected style.

Builders are encouraged to utilize sustainable building practices, taking into consideration alternative power sources and water conservation techniques when designing and building their homes. When solar power is implemented by the builder, care should be taken to ensure the solar power system becomes an integral part of the exterior design of the home.

4.C SINGLE FAMILY DETACHED

The architecture of a house is comprised of four basic components regardless of its architectural style. These architectural components consist of Building Facades, Roofs, Drives, and Detail Elements. Together, when these components are designed appropriately, a cohesive yet diverse residential neighborhood environment will be realized, consistent with the goals and objectives of the Sunstone Master Development Plan.

4.D BUILDING FACADES

4.D.1 Building Massing and Form

- For total living area square footage refer to Section 2.A for maximums.
- On 2-story residences, the second story (including volume spaces over 12' high) floor area is limited to 90% of the building footprint area, including garage.
- Variety in building forms provide diversity and visual interest to the neighborhood street scene. The following shall be incorporated into the design of residential structures:
 - o Articulation of wall planes;
 - o Projections and recesses to provide shadow and depth;
 - o Simple bold forms; and,
 - o Combinations of one and two story forms.
- Building wall planes, on the front elevation, shall be staggered to create interest along the street scene, to provide a desirable human scale, and to avoid visual monotony.
- Residential design shall provide articulation and detail to the rear and side of the dwelling when visible from public spaces within the community.

4.D.2 Building Materials and Colors

- The design of residences shall use building materials that are consistent with the architectural styles as identified on the architectural checklist for each style, including but not limited to:
 - o Stucco;
 - o Cementitious Wood Siding or Shingles;
 - o Brick; and
 - o Stone.
- All surface treatments or materials shall be designed to appear as an integral part of the design, and not merely applied. All materials shall wrap columns, porches, or balconies in

their entirety.

- Material changes shall occur at inside corners with 3' minimum returns.
- Color or material breaks at garage corners shall have a return dimension equal to or greater than the width of the material on the front elevation.
- Building, trim and accent colors must be approved by the ARC. Refer to Section 7 for additional Color criteria.

4.E ROOFS

4.E.1 Roof Form and Slope

- Roof treatments shall be consistent with the architectural style of the dwelling.
- Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout Sunstone, including the use of gable, cross-gable, hip, shed, flat or a combination of these roof forms.
- Gable ends shall feature detail elements that are compatible with the architectural style of the residence and shall vary per elevation style.
- Shed roof forms used in conjunction with an "updated" interpretation of the selected architectural style may have slopes greater than or shallower than that permitted by its corresponding "traditional" architectural interpretation.
- Repetitious gable ends framed side to side on rear elevations are not permitted along perimeter edges of residential neighborhoods.
- Minimum overhangs shall be as identified on the architectural checklist for each style.
- Roof slopes shall be consistent with the architectural style of the residence as indicated on the architectural checklist for each style.
- Broken roof pitches extending over porches, patios or other similar features are encouraged where appropriate to the architectural style.
- Gambrel and Mansard roof forms are prohibited.

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

4.E.2 Roof Materials

- A variety of roof materials is encouraged throughout the neighborhoods of Sunstone in order to avoid a monotonous roofscape appearance. Roof materials shall be barrel or s-shaped clay or concrete tiles.
- Roof materials shall be compatible with the architectural style of the residence as indicated on the architectural checklist for each style.
- Fascia may be either stucco, wood, or tile. If wood is used, it shall be stained or painted.
- Skylights/solar tubes are permitted but shall be designed as an integral part of the roof. Solar tubes with PV cells to power ambient night lights within homes are to have shutters to eliminate uplighting from the tubes. Clear skylights or white "bubble" skylights are not permitted. Skylight framing material shall be bronze anodized or colored to match the adjacent roof.
- Permitted Materials:
 - o Clay or concrete barrel shaped or S-tiles;
 - o Standing seam metal roofing as an accent material (subject to design review and approval);
 - o Photo-Voltaic roof tiles, subject to the design criteria below; and,
 - o Flat concrete tiles.
- Prohibited Materials:
 - o Shake, unless otherwise approved by the ARC;
 - o Wood Shake;
 - o Fiberglass Shingles;
 - o Simulated Tile including fiberglass or metal unless otherwise approved by the ARC;
 - o Rolled roofing material unless otherwise approved by the ARC; and,
 - o Dormer style tile roof vents.

- Solar panels are to be integrated into the roof design, preferably flush with the roof slope, but parallel is acceptable. Frames must be colored to complement the roof. Support solar equipment shall be enclosed and screened from view.
- Photo-Voltaic roof tiles shall conform to the following criteria:
 - o All conduit line sets shall be integrated into the design of the home. Any exposed conduit shall be painted to match adjacent wall surface.

4.F DRIVEWAYS

4.F.1 Maximum Width of Driveways

Front entry driveways shall not exceed the width of the garage door by more than one foot (1'-0") on each side, including center columns, if any. Any driveway that exceeds 20' in width along the street must have additional enhancements. Enhancement options include exposed aggregate, contrasting textures, paving bands or other similar treatments to break up expansive areas.

Front entry driveways that are 20' in width or less do not require enhancement.

The maximum width of a driveway at the street for a turn-in garage shall not exceed 16'.

On turn-in garages, the distance from the face of the garage door to the side yard lot line have the following minimum dimensions:

- 6,000 and under sq. ft. lots: 26' (24' pavement + 2' landscape area)
- 6,001 and over sq. ft. lots: 28' (24' pavement + 4' landscape area)

Driveways must be separated from any building element (front porch, building wall, courtyard wall) by a 24" minimum planting area.

4.F.2 Maximum Slope of Driveways

The maximum slope of residential driveways is 12%. No inverted crown streets will be permitted. Front driveway length to be measured from back of sidewalk or back of curb where sidewalk does not exist.

4.G ARCHITECTURAL FEATURES AND ACCENTS

Perimeter Edge Conditions

The development edges of the builder parcels are a key element to the appearance of the overall community as well as its interface with the surrounding desert environment. For that reason, careful consideration must be undertaken in the design and plotting of residences along the visible perimeter edges of development builder parcels. The visible perimeter edges will be identified by the Master Developer and are generally defined as one or more of the following:

- Builder parcel edges that are adjacent to Master Development Planned roadways;
- Builder parcel edges that are adjacent to Open Space areas;
- Builder parcel edges that are adjacent to Public or Quasi-Public Spaces such as schools, libraries, houses of worship, etc.; and,
- A tier of lots within a tract that is at least 15' higher than the tier of lots below.

In order to ensure that the perimeter edges contribute to a positive community environment, the visible elevations plotted along these edges are encouraged to incorporate the following criteria:

- Variation of building massing and forms;
- Variation in roof form;
- 2nd floor roof and wall projections offset horizontally and vertically;
- The use of a principle window on the 2nd floor;
- Where architecturally compatible, the use of at least one pair of shutters (Shutters may be in conjunction with the principle window or any other window on the visible elevation.);
- A single-story element may break the plane of a 2-story building façade;
- Enhancements such as a patio cover, 2nd story deck or balcony that provides vertical or horizontal plane breaks to the façade; and,
- Architectural treatments and articulation consistent with the front elevation.

Exposed parapet walls to enclose the rooftop decks are not allowed on corner side elevations regardless of architectural style. When rooftop decks are plotted on corner lots, a sloped roof must be used to disguise at least 2/3 of the height of the parapet element. Rooftop decks shall meet the setbacks of the principle structure.

Building Wall Planes

- Front/rear wall planes must be offset, box on box not allowed.

Entries

- The entry of a residential dwelling shall be articulated as a focal point of the building's front elevation through the appropriate use of roof elements, columns, towers or turrets, porches, recesses or projections, window or other architectural features.
- Residences with front doors that are not visible from the street, should feature a courtyard, trellis, portal element or similar architectural feature to provide articulation and sense of arrival to the dwelling from the street.
- The style of the front door shall be consistent with the architectural style of the residence and shall vary from elevation to elevation.

Courtyards

- Courtyard walls, when provided, shall be finished to match the house and may be embellished with decorative block, stone, ceramic tiles, steps, recesses, cut-outs, or wrought iron accents appropriate to the architectural style of the residence.
- The design of courtyard gates shall be compatible with the architectural style of the residence and shall vary per elevation.
- Courtyard walls must extend to the ground with drainage provided through small openings at the base of the wall. Sheet flow through a continuous opening along the base of the wall is not permitted.

Porches

- Porch design must be integrated and appropriate to the architectural style of the residence.

- Porches are encouraged to have railings, and must be fully covered in one of the following ways:
 - o Roof element and tile matching the residence;
 - o Trellis structure constructed of steel; and,
 - o Second floor balcony or overhang.
- Second story balconies are encouraged to provide further visual interest to the street scene, and to increase the perceived front setback of the second story.

Outdoor Living Spaces

Outdoor Living Spaces are encouraged throughout all the residential neighborhoods within Sunstone. Outdoor living spaces, when provided, shall comply with the following requirements.

Outdoor living spaces include any of the following:

- Courtyards - Ground level outdoor spaces, partially or fully enclosed on all four sides by building or courtyard walls, and integral to the floor plan (10' minimum);
- Loggias - Covered outdoor spaces, generally defined by colonnades or similar elements, with one or more access points into the residence. Loggias may occur on the first or second floor (8' minimum); and,
- Front Porches - Covered outdoor spaces at the front of the residence with one or more access points into the residence. Porches with the front door as the sole access to the residence do not qualify as outdoor living spaces (8' minimum).

Each neighborhood should feature one or more outdoor living space types. These may occur on individual residences or may be distributed among the different plans offered in a neighborhood. Outdoor living spaces must be designed as an interactive component of the floor plan, not merely leftover space enclosed by a low wall. They may be located in a variety of locations, such as along front, side, and rear elevations or interior of the dwelling, as well as on the 1st or 2nd story.

Outdoor Living Space requirement as defined in the development standards tables (Section 2.A) may be counted toward the Private Open Space requirement.

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

Columns and Archways

Columns and archways shall be appropriate to the architectural style of the residence and shall be scaled appropriately to provide a sense of strength and support.

Entry Porticoes

Entry porticoes and porch openings, when used, shall be a primary focal point.

Turrets

Turrets may be round, square or octagonal in shape and shall feature a separate roof element than that of the main building.

Turrets must project forward of their adjacent wall planes a distance that is equal to or greater than 50% of the diameter or width of the turret.

When abutting a single-story element, turrets shall extend higher than the cornice line of the element. The maximum differential between the cornice line of the single-story element and that of the turret shall be 6'.

When abutting a two-story element, the turret's cornice may be 1½ stories or greater and must break the adjacent roof-line to ensure that the roof form of the turret is clearly discernible from that of the main building.

Patio Covers

Patio Covers, when used, shall be consistent with the architectural style of the residence and treated in one of the following ways:

- Sloping roof element with roof tile matching the residence (min 3:12 pitch); and,
- Trellis element constructed of steel or Aluma Wood (or similar) subject to criteria below.

Flat roofs on patio covers are discouraged. When provided, the roof shall be concealed with parapet wall.

Columns shall be proportionate to the element being supported with a minimum dimension of 12" for trellis supports and 16" for roof or sundeck supports.

Trellis and Arbors

Trellises and arbors, when used, should be constructed of steel or similar material. Trellises and arbors, if proposed, are subject to ARC approval.

Steel and Aluma Wood (or similar) trellises, if used, are allowed on rear patio covers only and are subject to the following criteria:

- Posts shall convey a sense of strength proportional to the structure being supported (min. 6" x 8");
- Rafter tails are required;
- Beams and rafters shall have scalloped, corbel, or mitered ends;
- Lattice top shall have at a minimum, beveled ends;
- Beams shall extend a minimum of 24" from post;
- Rafter shall extend a minimum of 18" from beam;
- Lattice shall extend a minimum of 12" from rafter;
- Horizontal members shall be flat (or minimum slope for drainage per manufacturer);
- Sleeper pitches as part of an enhanced design are allowed subject to ARC review and approval;
- Solid Aluma Wood (or similar) patio covers are permitted subject to ARC review and approval;
- Adjustable Aluma Wood (or similar) covers are allowed, however, adjustable louvers must be concealed by a fascia element at least 2" taller than the louver in its vertical position; and,
- Color shall match or complement the building color.

Balconies and Sundecks

Balconies and sundecks, when provided, should have a minimum 50% solid rail measured either horizontally or vertically. Open rails may extend to the floor, but each corner must have a support that extends to the full guardrail height and shall be a minimum of 16" square (or L-shape). Decorative balconies and sundecks that are less than 6' in depth may have an open rail provided the design is consistent with the architectural style of the residence.

Scuppers or internal drains are required on all solid rail balconies and sundecks. Continuous openings for sheet drainage are allowed only where an open rail extends to the floor. Sundeck support columns shall be a minimum 16" square and be proportional to the size of the sundeck.

Rooftop Decks

- All components of the rooftop deck shall be

designed consistent with the architectural style of the residence.

- Rooftop decks, including parapet walls, rails, stair or elevator towers, trellis or other overhead elements shall not exceed the maximum height of the residential category of the builder parcel.
- Stair or elevator towers that provide access to the rooftop deck shall be designed as an integral component of the architectural composition of the elevation.
- Parapets may be solid wall to match the architecture of the residence or open rail in a design that is compatible with the architecture of the residence.
- Rooftop decks enclosed by solid parapet walls must use scuppers and/or internal drains for drainage.
- Exposed parapet walls on front elevations are permitted.
- A sloped roof to disguise at least 2/3 of the height of the parapet element is required if parapet is used.
- Rooftop decks shall meet the setbacks of the principle structure.
- Exposed parapet walls to enclose the rooftop decks are not allowed on corner side elevations regardless of architectural style. When rooftop decks are plotted on corner lots, a sloped roof must be used to disguise at least 2/3 of the height of the parapet element.
- Side facing parapets are permitted for the full length of the rooftop deck on interior side lot lines, regardless of architectural style.
- Roof-mounted mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas and other such devices are not permitted.

Window Openings

- At least one principle window is required on front elevations. Principle windows are defined as one of the following:
 - o A prominent window offset a minimum of 12" from the surrounding wall plane;
 - o A bay window with a minimum 24"

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projection and detailing appropriate to the architectural style of the residence;

- o A minimum 12" deep pot-shelf with corresponding roof element and corbels;
- o An overhead trellis element projecting a minimum of 12" and extending over the entire width of the window. Trellis must be constructed of steel; and
- o Decorative iron window grille projecting forward of the wall plane a minimum of 12" (non-egress windows only).
- Rear and side elevations that are visible from perimeter conditions require the use of at least one principle window as defined above.
- The style of windows including mullion and muntin patterns shall be compatible with the architectural style of the residence.
- All windows should feature minimum 2" trim surrounds, around the entire window, and shall be consistent with the architectural style of the residence. Additional depth and trim thickness is encouraged.
- Trim style and design shall vary per elevation style for each plan.
- Trim surrounds are encouraged to be a minimum of 2" deep with 2" offsets between trim elements.
- Stucco finished trim elements, when used, shall be sand or smooth finish. Stucco trim elements shall have square corners. The use of Corner-Aid (or similar) is the encouraged construction technique over bull-nosed edges. Alternate trim designs are subject to ARC approval.
- Stone, brick, ceramic tiles or pre-cast surrounds may also be used as trim elements and are encouraged. Aluminum or vinyl extruded frame windows shall be appropriately colored to match or complement the house or trim colors and are subject to ARC approval. Mill finish windows are not permitted.
- Glazing may be either clear or tinted. Reflective glass is not permitted.

Detail Elements

- Detail Elements such as shutters, exposed rafter ends or cross beams, decorative grille work, decorative stucco or clay pipe vents, decorative ceramic tile and/ or other similar features shall be used to provide visual interest to the residential architecture consistent with the architectural style.
- Shutters shall match the size and shape of the window opening and shall be consistent with the architectural style of the residence.
- Exposed gutters and downspouts shall be colored to match or complement the surface to which they are attached.

Awnings/Canopies

Awnings and canopies, when used, must be designed as an integral part of the architecture and colored to match or complement the wall surface to which they are attached. Acceptable awnings or canopies include:

- Bermuda shutters;
- Roof tile on wood, stucco, or decorative iron supports; and,
- Metal panels, if appropriate to the architectural style.

Walls and Fences

- Walls and fences that are visible from streets, open space, or other public areas shall be in accordance with Master Developer specifications. Please refer to Section 6.

Garages

Garage doors shall be compatible with the architectural style of the residence and shall vary per elevation style. In order to avoid the impact of garage doors, they shall be appropriately treated with decorative relief cuts, panels, etc.

Front facing windows on side-entry garages shall feature window coverings, translucent glass, or other design elements that effectively screen the view in to the garage from the street.

Chimneys

- Chimneys, when provided, shall be compatible in design, material, and color with the adjoining building.
- Chimney caps are required and shall be compatible with the architecture of the building.

Exterior Lighting

- The level of on-site lighting as well as lighting fixtures, shall comply with any and all applicable requirements and policies of The City of Las Vegas. Energy conservation, safety and security shall be emphasized when designing any lighting system.
- Coach lights, or architecturally similar features, on photo-cells are required on the front elevation.
- All light fixtures shall be compatible with the architectural style of the residence. The style of light fixtures shall vary per elevation and shall be consistent throughout the product line. Manufacturer's cut sheets must be submitted with the material and color sample boards.
- All exterior lighting locations must be noted on architectural plans.
- Light fixtures with cutoff or concealed light sources are preferred. Lighting which produces excessive glare or shines on an adjacent lot or neighborhood is not permitted.
- Soffit lighting is allowed only as accent lighting, limited primarily to doorways and garages. Continuous soffit lighting along eaves is prohibited.
- Bright brass fixtures are not allowed.
- Single Family and Multi-Family residential address display shall be in compliance with the adopted City of Las Vegas Addressing Ordinance.

Accessory Structures

- Casitas, guest houses, detached garages, greenhouses, and other similar accessory structures shall be compatible in design, materials, and color, as the main residence. Such structures must be visually related to the main residence through the use of courtyards, garden walls, or other landscape elements.

Mechanical Equipment

- Mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas, and other such devices shall not be mounted on any roof or property line wall.
- Mechanical devices such as exhaust fans, vents and pipes shall be painted to match adjacent roof surfaces. Dormer style tile roof vents are not allowed.
- Ground mounted air conditioning units must be located behind side yard privacy return walls or screened from view of the street or open space element by a privacy wall.

Resident Trash Receptacles

Dedicated storage space for outdoor resident trash receptacles must be provided on each lot and be screened from view from any street or open space element (can be located within garages or anywhere behind property walls).

Prohibited Materials

- Standard gray cinder block walls;
- Walls without caps;
- Plastic/vinyl fencing, unless otherwise approved by ARC; and,
- Clear sky lights.

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

4.H WESTERN REGIONAL

Western Regional architecture—from the rustic territorial ranch compound to the more agrarian country house—is reminiscent of the distinct dwellings of the Western landscape. These dwellings are distinguished by either generous roof overhangs, wide covered porches and patios, and shaded galleries, or massive walls with deep recessed windows, each intended to create a cooler interior environment so that windows may remain open to promote natural cross-ventilation. Just as the roof overhangs provide cooling shade in the warmer months, the lower angle of the sun during the winter months helps warm the interior spaces. Other traditional characteristics include the incorporation of indigenous building materials. These unique features inherent to the Western Styles build an ideal platform for embracing the outdoors and creating a wonderful environment perfect for entertaining and socializing (see Exhibit 4.F).

4.H.1 Building Form

- Asymmetrical combination of 1 and 2 story building forms
- Low lines with simple wide projecting roofs

4.H.2 Roofs

- Predominantly gable roofs, with the use of shed or hip roofs over porches
- Hip roof possible, but less common
- Pitched dormers; shed dormers are possible, but less common
- Roof pitch ranges from 4/12 to 8/12, with occasional lower slopes at shed roofs, generally over terraces

4.H.3 Walls

- Stucco only, or in combination with a stone base

- Stone used as accents, such as chimneys, or as an exterior wainscot
- Cladding (as depicted in example images)
- Traditional Western brick (rather than Eastern) with a less rustic-looking texture than the Ranch

4.H.4 Windows

- Square or rectilinear window shapes with standard divided lite configurations.

4.H.5 Entries and Doors

- Rectilinear single or French door shapes with standard divided lite configurations

4.H.6 Garage Doors

- Sectional flat or raised panel doors
- Enhanced carriage style doors consistent with the building architecture.
- Window lites in garage doors are not required. If provided, window lites shall be square or rectangular in shape. No muntin patterns are allowed on window lites.

4.H.7 Detail Elements

- Wood posts, post to beam brackets, beams, and rafter tails.
- Wood window and door trim, or composite products for fire protection.
- Shutters. Porch railings.
- Sometimes tile or metal roof awnings over windows.

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

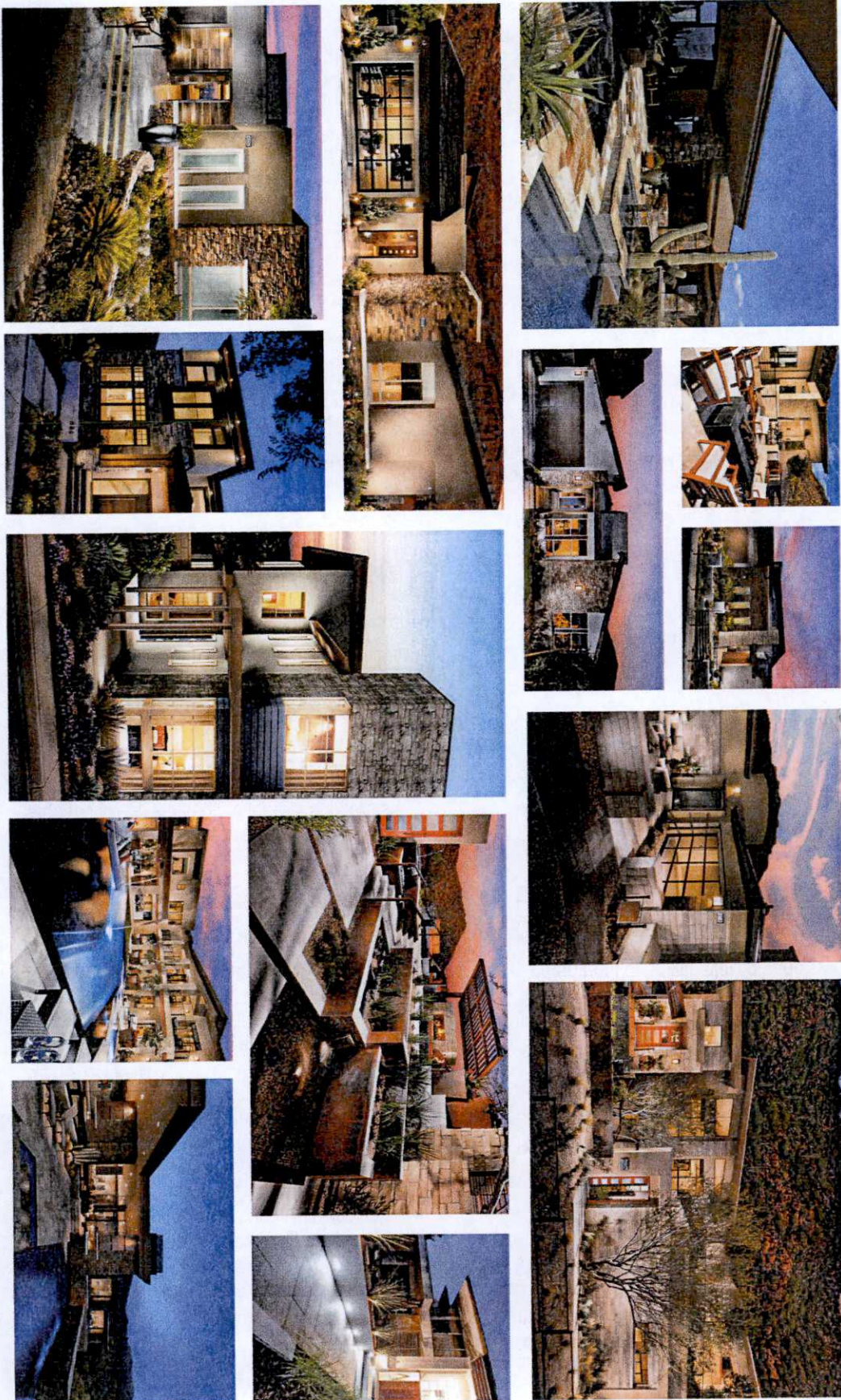


EXHIBIT 4.F: WESTERN REGIONAL ARCHITECTURAL IMAGE BOARD

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

4.1 MODERN REGIONAL

The Modern Regional style is organic in nature and integrated with the land and uses natural materials and abstracted natural forms. Its strong horizontal lines, low-pitched roof with large overhanging eaves, and windows assembled in horizontal bands are indicative of this style. The Modern Regional style is also known for incorporating open floor plans within the home. The Modern Regional style will add a strong horizontal aspect within the Sunstone community (see Exhibit 4.G).

4.1.1 Building Form

- Form is one or two-story with strong horizontal massing.
- Secondary masses are perpendicular to the primary forms.
- Massive chimney forms wrapped in stone or brick is an enhanced detail of this style.
- Terraces covered by the primary roof form with large rectilinear stone piers for roof support is typical.

4.1.2 Roofs

- Roofs are long horizontal low-pitched hip roofs with large overhanging eaves that emphasize the horizontal planes.
- Roof overhangs are 24" maximum.
- Roof pitch ranges from 3.5:12 to 4:12 typically with flat concrete tile or equal.

4.1.3 Walls

- Stucco walls with ledge stone or masonry is typical.

- Extensive use of ledge stone or brick to emphasize the horizontal planes is indicative of the Regional style.

4.1.4 Windows

- Square or rectangular windows with wood trim may be grouped to emphasize the geometry of the building form.
- Ribbons of windows arranged in horizontal bands is common.
- Large windows in either traditional ribbon format or modern configurations

4.1.5 Entries and Doors

- Modern front door with glazed panels.

4.1.6 Garage Doors

- Slab garage door with glazing.

4.1.7 Detail Elements

- Low, sloped hip rooflines.
- Simple trims.
- Large windows in consistent configurations.
- Large heavy columns.
- Smooth Masonry finish.
- Horizontal elements.
- Strong vertical wing walls.
- Single story wings or box-outs.
- Contrasting wall materials.

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

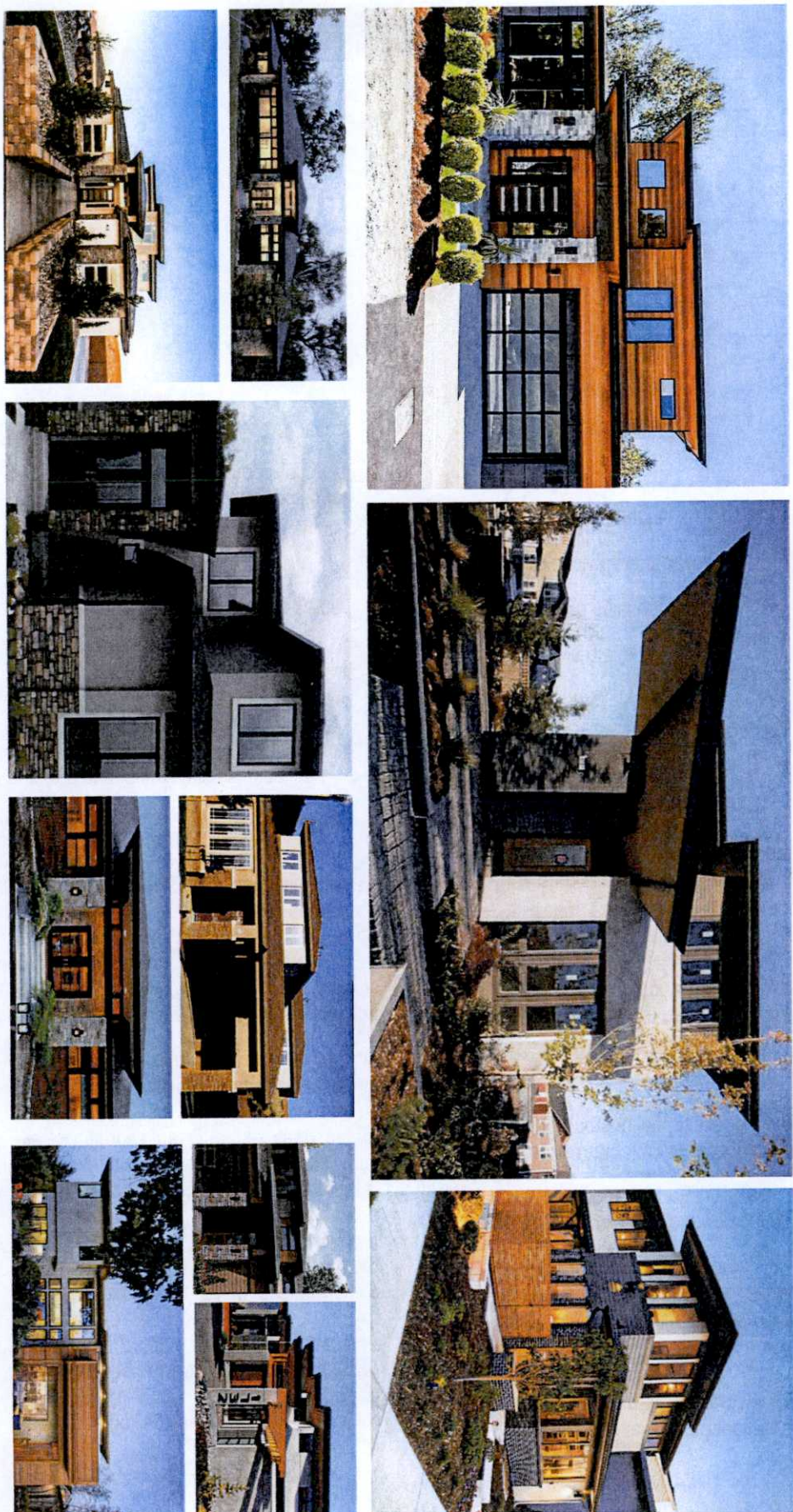


EXHIBIT 4.G: MODERN REGIONAL ARCHITECTURAL IMAGE BOARD

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

4.J DESERT CONTEMPORARY

Desert contemporary is not southwestern. There are no decorative horse blankets, cattle skulls, or Kokopelli in this trend. Instead, the style is marked by seamlessly blending interior and exterior spaces, essentially inviting the outdoors in, and vice versa. Spacious windows under large overhangs allow desert beauty to naturally enter the home's interior, while creating functional shaded spaces outside. As well, outdoor rooms, including sitting areas and even kitchens, create physical and visual connections between both spaces, and celebrate the home's surroundings. Rather than erecting forcible boundaries designed to keep nature out, desert contemporary honors native beauty by blurring boundaries and bringing the environment into the forefront of the home's design (see Exhibit 4.H).

The palette reflects natural colors, with warm brown and beige tones mimicking the setting, and blue accents simulating bright desert skies. Textures are important also, with stone and wood represented alongside copper, brass, brushed steel, and surfaced and colored glass. Rustic and warm, this style epitomizes upscale desert design.

4.J.1 Building Form

- Form is one or two-story with vertical and horizontal planes to create more aesthetically pleasing structures.
- Cantilevered arrangements and deep recesses.
- Covered porches and indoor/outdoor gathering spaces.

4.J.2 Roofs

- Flat or shed roofs, eschewing the traditional peaked roofline in favor of a smooth and clean look.

4.J.3 Walls

- Smooth concrete and/or stucco walls with stone, wood or metal accents are typical.

4.J.4 Windows

- Square or rectangular windows with minimal trim may be grouped to emphasize the geometry of the building form.
- Large windows in either traditional ribbon format or modern configurations.
- Windows that take advantage of passive heating and cooling, as well as views are preferred.

4.J.5 Entries and Doors

- Rustic front door to match natural elements, or modern door with or without glazed panels to match style of home.

4.J.6 Garage Doors

- Slab garage door, or garage door made of matching architectural accent materials such as metal or natural wood.

4.J.7 Detail Elements

- Erect straight edges.
- Simple trims.
- Expansive glass.
- Whitewash finishes.
- Green and efficient elements.
- Horizontal elements.
- Deep Recesses.
- Cantilevered elements.
- Contrasting wall materials.

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

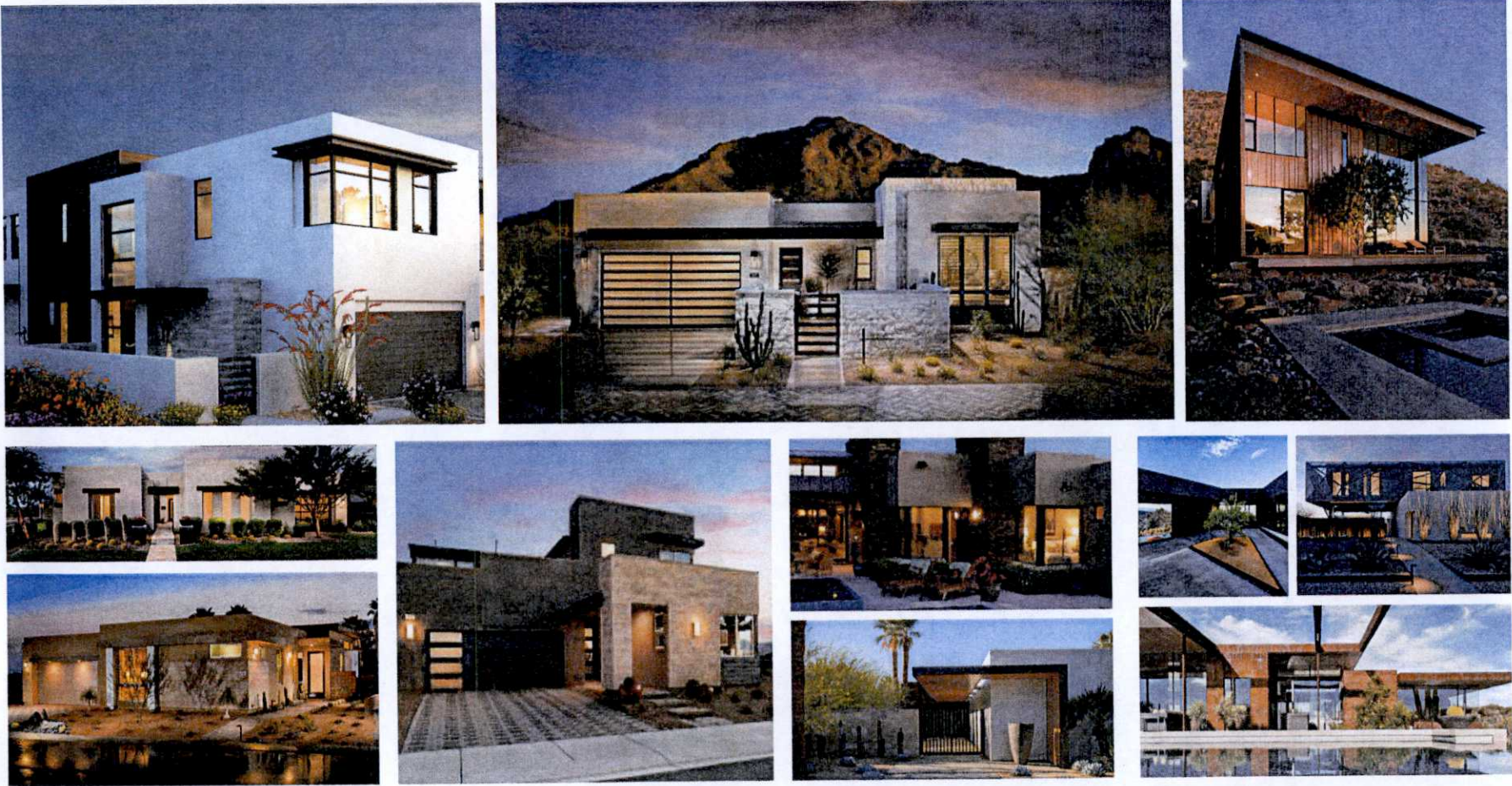


EXHIBIT 4.H: DESERT CONTEMPORARY ARCHITECTURAL IMAGE BOARD

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

4.K MODERN SPANISH

This style evolved in California and the southwest as an adaptation of Mission Revival infused with additional modern elements and details. Key features of this style were adapted to the modern lifestyle. Plans were informally organized around a courtyard with the front elevation very simply articulated and detailed. The charm of this style lies in the directness, adaptability, and contrasts of materials and textures (see Exhibit 4.I).

4.K.1 Building Form

- Plan form is typically rectangular or "L"-shaped.
- Asymmetrical forms.

4.K.2 Roofs

- Roofs are typically of shallower pitch with "S" or barrel tiles and typical overhangs.
- Roof forms are typically comprised of a main front-to-back gable with front-facing gables.

4.K.3 Walls

- Wall materials are typically stucco.
- Decorative "wood" beams or trim or typical.

4.K.4 Windows

- Segmented or full-arch elements are typical in conjunction with windows, entry, or the porch.
- Windows may be recessed, have projecting head or sill trim, or be flanked by plank-style shutters.

4.K.5 Entries and Doors

- Arcades are sometimes utilized.

- Porched entries/courtyards.

- Arches, arched doorways.

4.K.6 Garage Doors

- Recessed garage door with decorative panel.
- Sectional flat or raised panel doors.
- Enhanced carriage style doors consistent with the building architecture.
- Window lites in garage doors are not required. If provided, window lites shall be square or rectangular in shape. Muntin patterns, if provided, shall be consistent with the building architecture.

4.K.7 Detail Elements

- Use of metal frames and ironwork at entrances.
- Doors may be typically carved wood or other ornate type door.
- Paint body white, with a second trim color. A third color may be introduced on window frames.
- Use of stucco or plaster walls.
- Introduce balconies on multi-story buildings.
- Decorative wrought-iron accents, grille work, post or balcony railing may be used.

SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

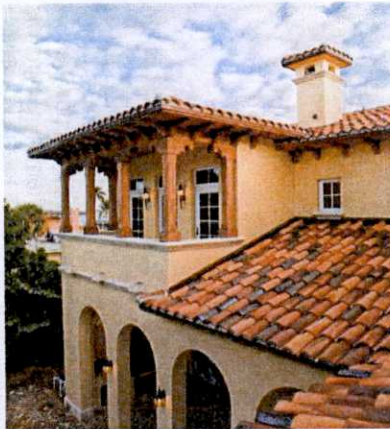
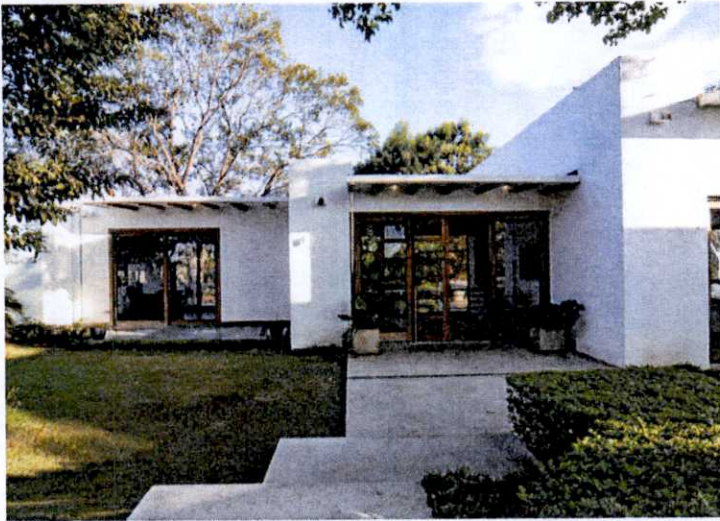
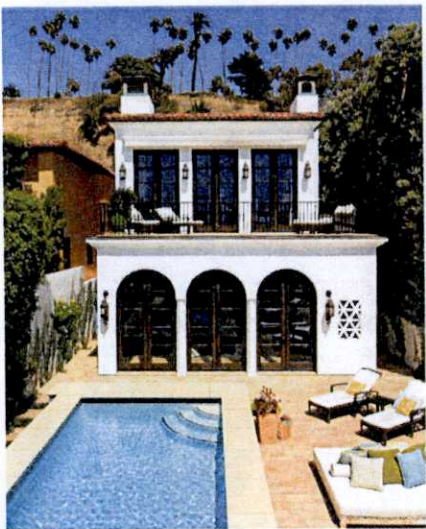


EXHIBIT 4.I: MODERN SPANISH ARCHITECTURAL IMAGE BOARD

4.L MULTI-FAMILY ARCHITECTURAL CRITERIA

4.L.1 Building Facades

The scale of multi-family buildings shall be broken down through the use of varied building massing and forms on a single structure.

Buildings shall incorporate significant offsets both horizontally and vertically, minimizing expansive uninterrupted wall planes.

Multi-family buildings shall incorporate height reducing elements such as:

- Stepping down of three-story buildings to two story at prominent corners;
- Large open balconies at building corners to provide negative space;
- Shed roof forms; and,
- Material changes.

All elevations of a multi-family building shall be treated as a "front" elevation and shall include:

- A minimum of one principle window per floor per elevation, with remaining windows featuring trim surrounds, headers or sills consistent with the architectural style of the building;
- Recessed or covered entry doors;
- Window groupings; and,
- Sufficient articulation of building walls to provide interest.

4.L.2 Roofs

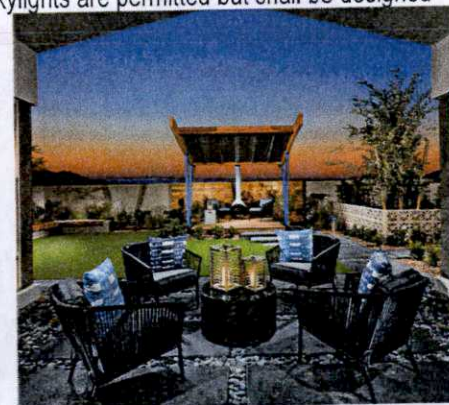
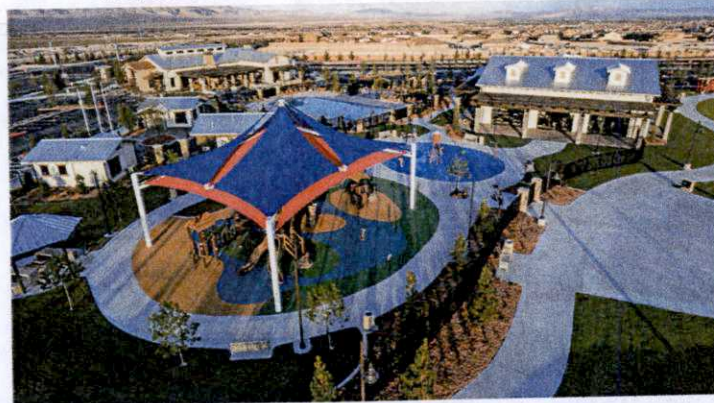
- Roof treatments shall be consistent with the

architectural style of the building.

- Variety in roof forms, ridge heights and direction of gables is required in order to avoid monotonous roof lines along Master Development Planned streets and paseos.
- Minimum overhangs shall be as identified on the architectural checklist for each style.
- Roof slopes shall be consistent with the architectural style of the building as indicated on the architectural checklist for each style.
- Broken roof pitches extending over porches, patios or other similar features are encouraged where appropriate to the architectural style.
- Gambrel, Dutch and Mansard roof forms are prohibited.

4.L.3 Roof Materials

- A variety of roof materials is encouraged throughout the neighborhoods of Sunstone in order to avoid a monotonous roof-scape appearance. Roof materials may include clay or concrete barrel or S-tiles.
- Roof materials shall be compatible with the architectural style of the building as indicated on the architectural checklist for each style.
- Roof materials shall have a matte finish to minimize glare.
- Standing seam metal roofs are permitted as an architectural accent element, but its use is subject to the sole discretion and approval of the ARC.
- Fascia may be either stucco, wood, or tile. If wood is used, it shall be stained or painted.
- Skylights are permitted but shall be designed



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as an integral part of the roof. Clear or white "bubble" skylights are not permitted. Skylight framing material shall be bronze anodized or colored to match the adjacent roof.

- Solar panels are to be integrated into the roof design, flush with the roof slope. Frames must be colored to complement the roof. Mill finish aluminum frames are prohibited. Support solar equipment shall be enclosed and screened from view.
- Photo-Voltaic roof tiles shall conform to the following criteria:
 - o The shape and profile of the photo voltaic tile shall match the shape and profile of the main roof tile of the dwelling;
 - o The color of the photo-voltaic roof tiles shall not unduly contrast with the primary roof tiles;
 - o The appearance of the Photo-Voltaic roof tiles shall blend seamlessly with the primary roof material; and,
 - o All conduit line sets shall be integrated into the design of the home. Any exposed conduit shall be painted to match adjacent wall surface.

Permitted Materials:

- Clay or Concrete Barrel or S-shaped Tiles, Flat tiles with ARC approval;
- Standing Seam Metal Roofing as an accent element, unless otherwise approved by ARC; and,
- Photo-Voltaic roof tiles, subject to the criteria below.

Prohibited Materials:

- Fiberglass Shingles;
- Simulated Tile including fiberglass or metal unless otherwise approved by the ARC;
- Rolled roofing material unless otherwise approved by the ARC; and,
- Dormer style tile roof vents

4.L.4 Architectural Features and Accents

Windows

- Principle windows are required on all elevations and are defined as one of the following:
 - o A prominent window offset a minimum of 12" from the surrounding wall plane;
 - o A bay window with a minimum 24" projection and detailing appropriate to the architectural style of the building;
 - o A minimum 12" deep pot-shelf with roof element and corbels;
 - o An overhead trellis element projecting a minimum of 12" and extending over the entire width of the window. Trellis must be construction of steel;
 - o Decorative iron window grille projecting forward of the wall plane a minimum of 12" (non-egress windows only);
 - o Windows must be grouped or located near strong architectural elements and shall be proportional to the building massing of the structure; and,
 - o The style of windows including mullion and muntin patterns shall be compatible with the architectural style of the residence.
- All windows shall feature minimum 2" trim surrounds and shall be consistent with the architectural style of the building. Additional depth and trim thickness is encouraged.
- Trim style and design shall vary per elevation style.
- Trim surrounds shall be a minimum of 2" deep, and there shall be a 2" offset between trim elements.
- Stucco finished trim elements, when used, shall be sand or smooth finish. Stucco trim elements shall have square comers. The use of Comer-Aid (or similar) is the encouraged construction technique over bull-nosed edges. Alternate trim designs are subject to ARC approval.

- Stone, brick, ceramic tiles or pre-cast surrounds may also be used as trim elements and are encouraged.
- Aluminum or vinyl extruded frame windows shall be appropriately colored to match or complement the house or trim colors and are subject to ARC approval. Mill finish windows are not permitted.
- Glazing may be either clear or tinted. Reflective glass is not permitted.
- The shape and size of shutters, when used, shall be proportionate to the window opening.

Front Entry Doors

- Front entry doors and entryways shall provide a focal point to each residential unit and shall be sun protected with overhangs, recesses, porches, or trellises.
- The style of entry doors shall be consistent with the architectural style of the building and shall vary from elevation to elevation.

Courtyards

- Courtyards are encouraged on multi-family buildings and, when used, shall appear as an extension of the architecture of the main building.
- Courtyard walls shall be finished to match the building and may be embellished with stone, ceramic tiles, steps, recesses, cut-outs, or wrought iron accents appropriate to the architectural style of the building.
- The design of courtyard gates shall be compatible with the architectural style of the residence and shall vary per elevation. (Wood gates are prohibited.)
- Courtyard walls must extend to the ground with drainage provided through small openings at the base of the wall. Sheet flow through a continuous opening along the base of the wall is not permitted.

Balconies

- Balconies, when provided, shall be designed to be in scale and proportion with the architecture of the adjoining building.
- Covered or trellised balconies are preferred.

Trellised balconies shall be constructed of steel.

- Balconies and sun decks shall have a minimum 50% solid rail measured either horizontally or vertically. Open rails may extend to the floor, but each corner must have a support that extends to the full guardrail height and shall be a minimum of 16" square (or L-shape). Decorative balconies and sun decks that are less than 6' in depth may have an open rail as long as the design is consistent with the architectural style of the residence.
- Scuppers or internal drains are required on all solid rail balconies and sun decks. Continuous openings for sheet drainage are allowed only where an open rail extends to the floor. Sun deck support columns shall be a minimum 16" square and be proportional to the size of the sun deck.
- Balconies are considered part of the building envelope and shall conform to the setback criteria.

Rooftop Decks

- All components of the rooftop deck shall be designed consistent with the architectural style of the building.
- Rooftop decks, including parapet walls, rails, stair or elevator towers, trellis or other overhead elements shall not exceed the maximum height of the residential category of the pod.
- Stair or elevator towers that provide access to the rooftop deck shall be designed as an integral component of the architectural composition of the elevation.
- Parapets may be solid wall to match the architecture of the building or open rail in a design that is compatible with the architecture of the building.
- Rooftop decks enclosed by solid parapet walls must use scuppers and/or internal drains for drainage.
- Rooftop decks shall meet the setbacks of the principle structure.
- Roof-mounted mechanical equipment such as air conditioners, heaters, evaporative coolers,

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television and radio antennas and other such devices are not permitted.

Chimneys

- Chimneys, when provided, shall be compatible in design, material, and color with the adjoining building.
- Chimneys caps are required and shall be compatible with the architecture of the building.

Vents

- 'B' type vents for gas appliances, water heaters, and heating units shall be painted to match the roof color. Such elements shall be located to minimize visual impact to building elevations.

Exterior Stairs

- Exterior stairs must be designed as an integral part of the architecture.
- Stairs are included in the setback calculation and must remain within the building envelope, as defined by an outermost wall and/or roof.
- Stair guardrail design must be consistent with the architecture of the building.

Awnings

- Awnings, when provided, must be designed as an integral part of the architecture.
- Unacceptable awning treatments include metal louvers (except for Bermuda style shutters), untreated fabric, and project names, texts, or logos.

Mechanical Equipment

- No mechanical equipment (air conditioning/heating units, etc.) shall be mounted on, or attached to, any sloped roof. Mechanical equipment, when mounted on flat roofs, must be completely screened by parapet walls at least as tall as the equipment.
- Ground mounted air conditioning units must be screened by walls at least 6" higher than the unit(s) and located away from pedestrian paths and project amenities.
- Mechanical devices such as exhaust fans, vents, and pipes shall be painted to match adjacent roof surfaces.

Meters

- Natural gas meters shall be grouped and screened behind walls or landscaping. Builders shall contact Southwest Gas for minimum clearances.
- Electrical meters shall be ganged and located behind doors or similarly screened. Builders shall contact NV Energy for minimum clearances.
- Screen walls and electrical enclosures shall be designed integral to the project's architecture.

Solar Panels

- Solar panels are to be integrated into the roof design, preferably flush with the roof slope, but parallel is acceptable. Frames must be colored to complement the roof. Mill finish aluminum frames are prohibited. Support solar equipment shall be enclosed and screened from view.



SECTION 4 - ARCHITECTURAL DESIGN GUIDELINES

- Photo-Voltaic roof tiles shall conform to the following criteria:
 - All conduit line sets shall be integrated into the design of the home. Any exposed conduit shall be painted to match adjacent wall surface.
- Non-camouflaged solar panel equipment shall be located behind parapet walls of equal height to the equipment.

Satellite Dishes

- Antenna and satellite dishes shall not be installed on property line walls.

Gutters and Downspouts

- Exposed gutters and downspouts, when used, shall be colored to either match or complement the surface to which they are attached.

4.L.5 Accessory Structures

Clubhouse and Recreation Buildings

- Clubhouses, recreation buildings, and other support buildings shall match the architectural style and detailing of the residential buildings.

Storage Buildings

- Storage buildings must have the same level of architectural detailing as the residential buildings within the project.

Detached Garages

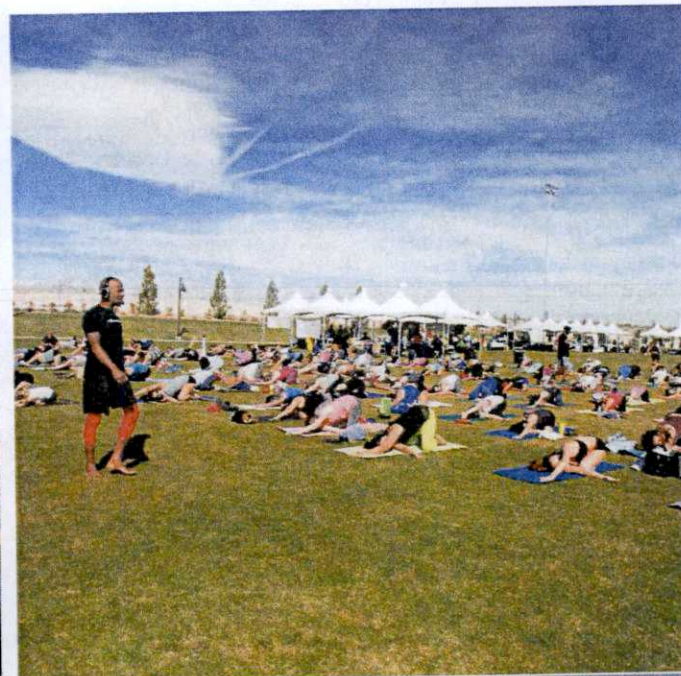
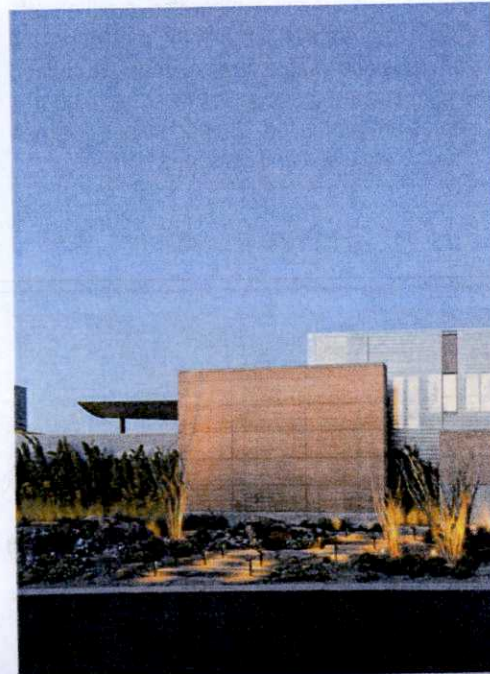
- Detached garages, when provided, must use a similar roof treatment and building material as the residential buildings they serve.
- Six -car detached garage structures are preferred as a maximum. Detached garage structures with more than six parking spaces shall have a minimum 2' garage door offset within the length of the structure.

Carports

- Carports are permitted in Sunstone as long as they match the architectural theme of the main structure.

Trash Enclosures

- Trash enclosures shall be constructed of concrete masonry units finished similar to buildings or walls in the development.
- All trash enclosures shall have opaque metal gates that are designed consistent with the development.
- Each trash enclosure shall have a lighted access that meets federal accessibility standards.
- Trash enclosures shall meet CLV municipal standards.





SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES



5. LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES

Sunstone will be designed and developed with the utilization of a consistent landscape theme. The implementation of this theme, as established by these guidelines, will be a consistent and unifying element of Sunstone and will provide a logical, orderly, safe and visually pleasing environment for residents and visitors. It shall promote and enhance human and environmental health and provide a comfortable interaction between vehicular and pedestrian traffic.

5.A MASTER LANDSCAPE CONCEPT

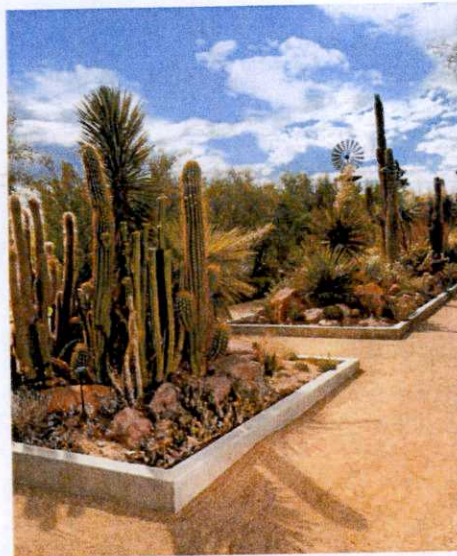
The landscape character of Sunstone is based on an urban town philosophy with an informal landscape overlay to emphasize the pedestrian orientation of the commercial, hospitality, multi-family residential, and recreational areas within the development.

Providing shade and protection for pedestrians throughout Sunstone while promoting interaction and connectivity for residents and visitors is one of Sunstone's guiding principles. A system of trails, sidewalks, walkways, and paseos will allow for

uninterrupted connectivity between commercial, single-family, and multi-family residential areas of the development.

The landscape character within Sunstone is based on sustainable principles in which there is a strong relationship between people, nature and the built environment. The incorporation of previous surfaces through the use of more plant material and less hardscape is a goal of the overall design. Plant materials have been selected based on their sustainability in the Nevada climate and durability as low water use, drought tolerate plant materials.

Water conservation will have a major emphasis on the planting designs and irrigation systems. Water efficient landscape and efficient irrigations systems will be required within all landscape areas. Landscape areas will be designed with a direct correlation between water use and activity levels. The plant palettes will be defined into four (4) distinctive levels relating to activity levels within landscaped areas, commercial, mixed-use, and multi-family residential neighborhoods.



5.B OPEN SPACE AND CIRCULATION

5.B.1 Open Space

Sunstone delivers a comprehensive blend of both active and passive recreation opportunities through a combination of play areas, pocket parks, paseos, neighborhood parks, and community trails. Open space and recreational opportunities will exist throughout the Sunstone development with amenities that are connected by trails, creating a comprehensive network of recreation experiences with a focus on connectivity as an essential design feature.

Sunstone aims to elevate outdoor spaces to truly public places by creating comfort and amenities available to everyone. Public open space can accommodate and encourage the interaction of the wide social, cultural, ethnic, economic and age diversity. At each scale, from the largest pocket park to the smallest courtyard, and along all public streetscapes and trails, the design of these spaces should always seek to allow residents and visitors to interact in comfort and safety.

5.B.2 Circulation

Circulation not only provides for the movement and connectivity of pedestrians, bicycles, and vehicles, but it also has a significant role in establishing the character of Sunstone. The design of each piece of the system contributes to prioritizing pedestrians and bicycles over vehicles while providing adequate functionality for vehicular needs. Circulation design creates comfortable, safe and interesting spaces for all i.e. universal design, which welcomes all including young and old, able-bodied and disabled. Infrastructure and utilities should be incorporated in a manner to minimize their impact or contribute to the urban design goals, rather than driving the design, dominating the Public Realm, or detracting from Pedestrian Friendliness. The following Standards cover a continuum of facilities and should be included throughout Sunstone.

Multiple Routes. Multiple routes should be provided to each land use and building. On-site connections should be configured to allow multiple routes to any destination and to minimize, for vehicular routes, the length and number of queuing lanes needed for signalized intersections.

Universal Design. A circulation system shall be established that creates comfortable, safe and interesting spaces for all, including the young and old, able-bodied and disabled.

Visual Cues. The function of the Circulation Facilities should be readily apparent to the user through its

appearance, design, and other nonverbal tools. Signal transitions to drivers when they are entering a shared or pedestrian priority space. For instance, changes in materials (type, color, texture) to draw driver's attention to pedestrian crossings, narrow travel lanes where drivers need to slow down, vertical or horizontal treatments, more detailed materials or art at important pedestrian intersections.

Multi-functionality. A variety of Circulation Facilities should be provided that accommodate the multiple functions that may occur such as connectivity, recreation, passive use, informal gathering, and Stormwater.

Pedestrian Safety Measures. Pedestrian safety measures should be incorporated, where appropriate, such as changes in paving, narrowing or strategic necking down of roads, pedestrian tables, etc. Selected pedestrian safety measures should minimally impact emergency and possible transit vehicle use of the Circulation Facilities through placement and design.

Sidewalk Width. Provide wider sidewalks and pedestrian facilities where there is likely to be more activity, such as adjacent to retail, restaurants, gathering spaces.

Connections to Surrounding Circulation Facilities and Properties. Motorized and non-motorized (including pedestrian, bicycle, and transit) connections to adjacent streets and properties shall be provided to create a functional circulation system that connects to existing or future circulation facilities.

5.C PLANT PALETTE

The plant materials palette for Sunstone has been carefully developed based on a High Desert character and feel, while minimizing exotic species and plants that are not drought tolerant. In order to maintain the consistent appearance described, a uniform plant materials palette has been developed consisting of Desert Revegetation, Desert Adaptive, Enhanced Desert and Regionally Ornamental. The palettes are designed to be complimentary from the more native, less intense to the more decorative and colorful. Palettes are listed below in order of intensity. Below is a general description of the application of each plant material palette, for a list of approved plant material, refer to Exhibit 5.AC.

5.C.1 Desert Revegetation

This palette is comprised of Mohave and Sonoran Desert materials and is intended for transition to native or existing native landscape areas. The installation of the materials will be non-irrigated and maintained through establishment and sustainability of the plant materials by

a qualified contractor. The materials must be established and weaned off supplemental watering to ensure mortality. The use of this palette can be integrated into a park setting where a native appearance is desired or blended on a streetscape to merge a native desert look with a transitional desert blend. Desert Revegetation should not be used as a sole solution in highly visible public spaces such as streetscapes, parks, open space and common areas unless it is blended with other, more intense palettes. Desert Revegetation can be used exclusively to transition to an existing native area or to recreate native area(s). The following areas are appropriate for Desert Revegetation:

- Disturbed native areas;
- Transition from native landscape areas to a Desert Adaptive palette; and
- Within streetscapes, parks or open space areas when combined with Desert Adaptive and Enhanced Desert palettes.

5.C.2 Desert Adaptive

This palette is intended for a transition from Desert Revegetation or as a common palette for creating a native appearance with added seasonal color and layering. The palette is required to be irrigated and can be blended with Desert Revegetation to create a more scalable appearance in the landscape. The use of the palette can be integrated into a park setting where an irrigated, more colorful native appearance is desired, or blended on a streetscape to merge a native desert look with an Enhanced Desert blend. Desert Adaptive should not be used as a sole solution in highly visible public spaces such as streetscapes, parks, open space and common areas unless it is blended with other, more intense palettes. Desert Adaptive can be used exclusively to transition from Desert Revegetation to an Enhanced Desert palette. The following areas are appropriate for Desert Adaptive:

- Disturbed native areas to compliment an existing similar palette;
- Transition from Desert Revegetation areas to an Enhanced Desert palette; and
- Within streetscapes, parks or open space areas when combined with Enhanced Desert palettes.

5.C.3 Enhanced Desert

This palette is intended for a transition from Desert Adaptive or as a common palette for creating an

ornamental desert appearance with a full range of seasonal color and layering. The palette is required to be irrigated and can be blended with Desert Revegetation and Desert Adaptive to create an overall more scalable appearance in the landscape. The use of this palette is a staple in park settings, streetscapes or any open space area. Enhanced Desert can be used exclusively or to transition from the Desert Adaptive palette. Enhanced Desert should not be used solely to recreate a native plant area or to blend from Desert Revegetation without the addition of the Desert Adaptive palette. The following areas are appropriate for Enhanced Desert:

- Transition from Desert Adaptive areas to a Regionally Ornamental palette;
- Commercial, mixed-use and multi-family open spaces and pedestrian areas;
- Exclusively within streetscapes, parks or open space areas; and
- Front yard landscape or models.

5.C.4 Regionally Ornamental

This palette is intended for a transition from Enhanced Desert or as a common palette for creating a highly ornamental desert garden appearance with a full range of seasonal color and layering. The palette is required to be irrigated and can be blended with the Enhanced Desert palette only to create a layered or patterned landscape. The use of this palette is a staple in gardens, plazas, park settings, streetscapes or open space areas where a structured appearance is desired. The Regionally Ornamental palette can be used exclusively or to transition from the Enhanced Desert palette. The Regionally Ornamental palette cannot be used to recreate Revegetation areas and cannot be used within the Desert Revegetation or Desert Adaptives. The following areas are appropriate for the Regionally Ornamental palette:

- Within streetscapes when blended with the Enhanced Desert palette;
- Commercial, mixed-use and multi-family open spaces and pedestrian focal points and entryways;
- Exclusively within parks or open space areas where a patterned or structured landscape is desired; and
- Front yard landscape or models.

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5.D PARCEL AND GATED ENTRIES

Enhanced hardscape and landscape at Parcel Entries helps to establish the feel and character of the streetscape. These landscape entries include increased tree size and landscape character. A neighborhood entry is defined as an area with fifty feet (50) on either side of the access drive and a minimum of one (1) lot depth. The Builder is to select one (1) of the three (3) parcel entries including the parcel gates (see Exhibit 5.D). The selected Parcel Entry is to be further defined on the approved landscape construction documents for each parcel and submitted to ARC for review.

Required Parcel Entry landscape improvements:

- Enhanced landscape including Trees and shrubs to be installed based on approved landscape plans;
- Minimum of six (6) 36" box or larger trees for the total landscape area (as defined above), arranged on both sides and median;
- Seventy-five percent (75%) live coverage measured at one year's growth. A minimum of fifty percent (50%) of the required material are at least five-gallon, and all of the remaining material are at least one gallon;
- Automatic irrigation System, meter, power source and/or irrigation controller (hidden from primary view);
- Low Voltage Lighting, a minimum of two (2) trees per side with one (1) light per tree with additional lighting to highlight the entry and exit gates and columns;
- Decorative pavement at the entry to the parcel;
- Signage for all parcels entries to be as specified on the Exhibits;

Parcel entries will be installed by the builder based on the approved landscape construction documents. The maintenance and irrigation will be the responsibility of the Home Owners association (see Exhibit 5.D).

5.E COMMUNITY WALLS AND FENCING

5.E.1 Privacy Walls & Equipment Screening Walls

All pool and spa equipment must be screened from view of neighboring property on Lots with view fencing. Lots with view fencing must submit plans for location and screening to the Sunstone ARC for approval. Pool equipment screening walls may not exceed five (5) feet in height and shall be painted to match the base color of the home.

5.E.2 Pool Fencing

The specifications for rear yard wrought iron pool fencing on a lot with view fencing shall be of a neutral earth tone color to match or blend with the exterior color of the home and meet all Local Municipality, County, State and Federal requirements.

5.E.3 Mail Kiosk

The specifications for the mailbox kiosk based on the approved landscape construction documents. Install per manufacturers specifications.

5.F DECOMPOSED GRANITE

All shrub and ground cover areas shall be covered with a minimum of two inches (2") deep top dressing of gravel, stone, or decomposed granite mulch. The developer is to establish the allowable granite colors. Granite colors are to maintain consistency between lots and neighborhoods. River Rock beds are discouraged; use of alternates such as granite cobble is encouraged. The cobble should match with the rock mulch or granite selection for the Development.

All granite areas must be treated with a pre-emergent weed control at regular intervals to retard weed growth. The use of landscape fabric under the granite and river rock is not allowed within the front yards. Only one color of decomposed granite is permitted to be installed. Ground cover, inert material and other landscaping, softscape, or hardscape shall not be used to spell out or form words, images or symbols of any kind.

5.G BOULDERS

Use of boulders to create a natural setting is permitted subject to the following criteria:

Boulders must be buried with one-third of the boulder being underground. Boulders shall be installed in a

naturalistic manner (groupings) and integrated within the landscape including other boulders or landscape materials such as plants, decomposed granite and contouring. Boulders to match or contrast the selected decomposed granite within the front yard.

5.H. MOUNDING

Mounding and other proposed grade changes will be closely scrutinized by the ARC to assure mounding appears natural. Mounds should be a maximum of 24" in height and have natural looking shapes. Berms must not impede drainage in any way. Maintain a minimum of 24" from property lines and structures for all mounding. Maximum allowable slope on mounding to be 3:1.

5.I. POTS AND PLANTING CONTAINERS

Pots and planting containers are encouraged to provide additional color, accents and additional structure in the landscape. All pots and plant containers shall be selected in colors and materials that complement the architecture and hardscape forms. Irrigation must be provided to pot locations with the use of drip irrigation. Pots and planters must always have live foliage at all times.

5.J. TURF

Turf is permitted in backyard landscaping only. Front yard turf is prohibited, with the exception of Artificial turf. Real turf is allowed in the rear yard providing that the following conditions are met:

- Turf areas shall avoid small strips and unusable shapes (minimum dimensions are six feet (6') wide and ten feet (10') in length);
- Turf shall connect to the hardscape, drives, and walks;
- Turf shall maintain a minimum setback of thirty-six inches (36") from walls, retaining walls, or building; and
- Turf to be contained with one of the following: four-inch by four-inch (4"x4") concrete header, grouted stone, side-by-side brick header, or steel edging set flush with grade.

Artificial turf shall be of a high-quality material, installed per manufacturer's recommendations and carry a minimum of a ten (10) year warranty, maintained in like-new condition at all times and shall be approved by the

Sunstone ARC. A sample of the product and a copy of the warranty must be submitted.

Turf within the rear yard is allowed provided that no turf or spray irrigation shall abut walls or fences. A five (5) foot buffer is required between walls, fences, structures and turf or associated spray irrigation. Great care should be taken to avoid spraying of walls, fences and other structures that may cause damage and void any warranty. Drainage should flow away from all walls and any structures.

All turf must have a permanent border such as, extruded concrete curbing, side-by-side brick border or other permanent material approved by the Sunstone ARC.

5.K. BORDER MATERIAL

The community encourages the sharing of common granite colors between neighbors and therefore, the use of border material along property lines is prohibited. Brick, concrete and flagstone borders are approved border materials for containing sod and granite areas. Bender Board or plastic edging is prohibited. The use of plant material to make a solid hedge along an adjacent property line is also prohibited. The selected plant material should blend and compliment with the adjacent lot if it is installed.

5.L. IRRIGATION

All landscape irrigation must be underground, automatic and low water use drip systems, except for turf or flowerbed areas, which may use spray systems. Overspray onto sidewalks, walls and streets is strictly prohibited. Great care should be taken to avoid spray of walls, fences and other structures that may cause damage and void any warranty. Maintain a minimum of 24" from the edge of the house and walls with all plant material and irrigation lines.

5.M. LANDSCAPE LIGHTING

Landscape lighting shall be low-voltage only and is encouraged to be LED if possible. Landscape lighting must be controlled with an electric clock or photo-cell device for a dusk to dawn operation. Light sources must be shielded from pedestrian and vehicular view.

Fixtures must be constructed of metal. Plastic fixtures are prohibited. All wiring for light fixtures must be buried below grade per local municipality codes, state codes and manufacturer's requirements. Controller equipment must be located in a discrete location or screened

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from view from the street or adjacent property. Lighting must be kept in good working condition at all times. A maximum of forty (40) watts per fixture.

5.N FRONT YARD RESIDENTIAL LANDSCAPING

Front yard landscape plans shall be submitted to the Sunstone ARC prior to model opening.

The Homebuilder is responsible to install the initial

Minimum requirements for the Front Yards are as follows (see Exhibits 5.N.1 and 5.N.2):

Lot Width	Primary Tree	Accent Tree
Up to 45'	1-24" Box	NA
46'-70'	1-24" Box	1-15 gal.
71' and larger	2-24" Box	1-15 gal.

5.N.2 Shrubs

One (1) plant per forty (40) square feet of landscape area (excluding walks, driveways and patios);

- Shrubs sizes shall be a minimum of seventy percent (70%) five-gallon or larger and thirty percent (30%) one-gallon;
- Trees, shrubs or annuals selected from approved plant list should complement the architecture elevation and enhance the aesthetic appeal of walls, planters, walks, etc. The landscape design should be designed to "flow" from one yard to the next allowing an open feel along the street frontage;
- Artificial Turf (not to exceed thirty-three percent (33%) of the front yard) and must be attached to sidewalk or drive and must maintain a minimum of 36" from side property line;
- 2" deep decomposed granite to all landscape areas; and
- No plant material greater than 24" in height to be planted within sight visibility triangles.

Trees should be placed no closer than fifteen (15') feet apart unless they are of the same species.

Trees shall not be planted closer than five (5) feet from any wall, structure, sidewalk, curb, driveway, fence, or utility lines. Any tree within six (6) feet of any wall, structure or hardscape shall be installed with a root barrier. Root barrier to be a minimum of three times the

front yard landscaping per the approved guidelines. All subsequent and future installation will be the responsibility of the Home Owner and will need to be submitted to the Sunstone ARC and adhere to the approved guidelines. Installation of all landscaping improvements, together with any underground drip irrigation systems to be sufficient to adequately water the landscaping Improvements in the front yard of their Lot. All landscaping improvements within the front yards including the initial and future installations in shall be approved by the Sunstone ARC prior to installation. Plants must be selected from the approved plant list.

5.N.1 Trees

width of the root ball or box size and must be centered on the tree.

All plants and irrigation must be setback a minimum of two (2) feet from all house foundations, concrete slabs including driveway, sidewalks and walls.

Each front yard is to contain a maximum of eight (8) different species as selected from the approved plant list. Plant massings shall be used in groupings of similar species to provide overall mass and structure to the yard.

Foundation planting shall be used to screen visible portions of the house base, including backflow preventers at one (1) year's growth.

5.O CUL-DE-SAC AND OVERSIZED LOT FRONT YARD LANDSCAPE

Cul-de-sac and oversized lot Front Yard Landscape requirements include:

- One (1) additional twenty-four inch (24") box tree; and
- Additional shrub material per plan (minimum of 1 shrub per 45 square feet).

5.P ALLEY AND CLUSTER LOT - YARD LANDSCAPE

All areas outside of alley right-of-way and between a product or retaining wall shall be planted using a palette consistent with the parcel theme. Screen planting shall be used whenever possible to hide expanses of walls with hedging and espaliers. Consideration should be taken in landscape designs to accommodate emergency vehicle maneuvering in the alleys.

The lot owner must maintain landscape areas between walls and edge of pavement. This planting area must be irrigated by the individual lot irrigation system. All landscape in the Alley Zone must be installed on each lot prior to close of escrow.

Minimum requirements for the Alley Zone are:

One (1) 24" box tree or 5-gallon large shrub* per lot on one side of the alley only or staggered one side to the other;

Shrub density shall be one (1) plant per twenty-five (25) square feet;

Shrub materials sizes: Twenty-five percent (25%) of the required material are at least five-gallon and all of the remaining material are at least one-gallon;

- Living lawn or artificial turf is prohibited;
- Eighteen inch (18") maximum height for groundcovers within the first three feet (3') of landscape area adjacent to pavement; and
- Full coverage of gravel mulch.

*Shrubs must be 5-gallon or larger and of the following approved shrub species: Tecoma, Sophora, Arizona Rosewood, Hopbush, or Yellow Bird. Shrubs must also be maintained as a tree.

5.Q BACKYARD LANDSCAPING

All lots that have view fence are required to submit to the Sunstone ARC for approval. Lots completely enclosed by a solid 6'-0" tall walls are not required to submit plans for the backyard. All landscaping improvements installed in such areas must be approved by the Sunstone ARC prior to installation. (Pools, Spas, Ramadas, Shade Sails, Splash Pads, etc. must be submitted to the local municipality for permits after approval by ARC). Backyard landscape plans shall be submitted to Sunstone ARC within sixty (60) days of closing and installed within one hundred twenty (120) days after close of escrow.

5.Q.1 Trees/Shrubs

- One (1) twenty-four-inch (24") box canopy tree per 800 square feet.
- One (1) plant per seventy-five (75) square feet.
- Trees, shrubs or annuals selected from approved plant list should complement the architecture elevation and enhance the aesthetic appeal of walls, planters, walks, etc.
- Living Turf (not to exceed thirty-three percent (33%) of the Rear yard), artificial turf only allowed in front yard.
- 2" deep decomposed granite to all landscape areas.
- Trees shall not be planted closer than five (5) feet from any wall, structure, sidewalk, curb, driveway, fence, or utility lines. Any tree within six (6) feet of any wall, structure or hardscape shall be installed with a root barrier. Root barrier to be a minimum of three times the width of the root ball or box size and must be centered on the tree.
- No shrubs or irrigation to be placed closer than 24" from edge of structure or wall.

All visible portions of the Lot within the Community are subject to the following guidelines:

- Owners shall maintain all visible landscape areas in a clean, neat and weed-free condition.
- All dead and dying plants must be replaced with same species or other appropriate plants.
- Yard tools, equipment and general storage items should be stored out of sight when not in use. Parking of vehicles of any sort in a backyard shall require screening from view of Neighboring Property at all times.
- Any hardscape additions such as concrete work, built in barbecues, fire-pits, fireplaces, etc. must be approved by the Sunstone ARC prior to installation.

5.R FLOWER AND VEGETABLE GARDENS

Gardens of flowers or vegetables varieties not exceeding 100 square feet in size with flowering plants growing to a height of no more than 5 feet and vegetable plants

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growing to a height of no more than 2 feet may be planted in the rear yard only. Annual flower gardens not exceeding 30 square feet in size are allowed in front yards, vegetable gardens are not allowed in the front yards.

5.S MODEL COMPLEXES

Landscape for model homes for both single-family alley products and multi-family developments shall be consistent with these Standards. Enhanced landscape plantings must be installed. Larger sized plant materials are required, with the model home landscape resembling the homeowner landscape package at maturity.

Model complex requirements:

- Minimum of one (1) thirty-six inch (36") box tree for every seven hundred (700) square feet of landscape area;
- Seventy-five percent (75%) live coverage measured at one year's growth. Seventy-five percent (75%) of the required material are at least five-gallon and all of the remaining material are at least one-gallon;
- Automatic underground irrigation system with backflow prevention device;
- Natural appearing grading;
- Boulders and inert groundcover under all

planting;

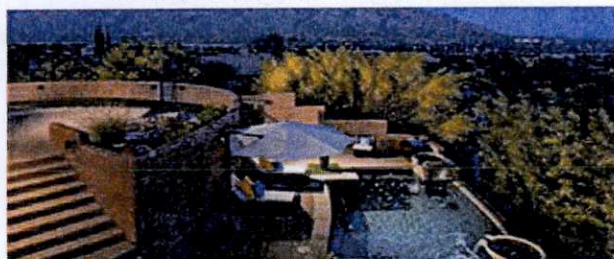
- Must comply with minimum landscape requirements for front yard landscape;
- All trees, shrubs, groundcovers, accents, vines, or any other plant materials listed on the Plant Palette (Exhibit 5.AC) are required to meet the Arizona Nurserymen's Association requirements for minimum plant size; and
- Landscape lighting for safety.

5.T MULTI-FAMILY RESIDENTIAL LANDSCAPE STANDARDS

The intent of these multi-family residential streetscape and landscape guidelines is to encourage and aid in the thoughtful planning of outdoor spaces. Well-designed open spaces weave sites together, enhance pedestrian activity, and extend usable space to the outdoors. Site designs should pay careful attention to pedestrian circulation and strive to create convenient and hospitable connections to adjacent sites, indoor uses, and outdoor gathering spaces.

5.T.1 Common Outdoor Open Space

Common open space(s) should be designed to be shared amenities for use by all residents. They should be located central to the development to ensure that the amenity serves all units, amenities should not be located at an extreme edge of the property. Common open space can be on the ground, or in courtyards



above the ground level. The following criteria should be considered when designing common multi-family open spaces within Sunstone. All projects must provide 150 square feet of on-site open space per dwelling unit, with a minimum Common Open Space element of 10,000 s.f. The minimum 10,000 s.f. of required common open space shall be consolidated into a single amenity area, visible from the main entry of the project to the extent feasible. The balance of any cumulative common open space requirement exceeding 10,000 s.f. may be distributed throughout the project as the builder desires, so long as such common open space element has a minimum dimension of 20' in width. Acceptable types of open space include:

Courtyards, Plazas, and Green Spaces

Common outdoor open space includes landscaped courtyards, shared decks, gardens with pathways, children's play areas, pools, water features, accessible (unfenced) areas used for stormwater retention or other multipurpose recreational or green spaces to which all residents have access. Special requirements for common open spaces include the following:

- Required setback areas shall not count toward the open space requirement unless they are part of an open space that meets the other requirements of common open space;
- Open space shall have a minimum dimension of 20 feet in any direction to provide functional leisure or recreational activity. This dimension can be waived based on site conditions such as topography or irregular lot geometry;
- Open space shall feature paths or walkable areas, landscaping, seating, lighting, play structures, sports courts or other pedestrian amenities to make the area more functional and enjoyable for a range of users, taking into consideration potential noise issues related to hard court sports such as basketball, tennis, and handball;
- Common space shall be separated from ground level windows, streets, service areas and parking lots with landscaping, low-level decorative fencing (no chain link), or other treatments as approved by the Administrator that enhance safety and privacy for both the common open space and dwelling units;
- The space shall be oriented to receive sunlight and preferably face south, if possible. Open space may also face east or west, but not north,

unless the Administrator determines that site conditions such as topography or irregular lot geometry warrant waiving this requirement; and,

- The space must be accessible from the dwelling units. Ideally, it should be centrally located, if practical. The space must be oriented to encourage activity from local residents.

Rooftop Decks and Terraces

Rooftop decks and terraces should meet the following requirements:

- Space must be accessible to all dwelling units and ADA compliant;
- Space must provide amenities such as seating areas, barbecues, fireplaces, recreational spaces, landscaping, etc;
- Space must feature surfacing which enables residents to use the open space; and,
- Space must incorporate features that provide for the safety of residents, such as appropriate lighting levels.

5.T.2 Private Open Space: Yards, Patios, and Balconies

Private open space should be included for residents within multi-family developments. Outdoor Living Space requirement as defined in Section 4.G may be counted toward the Private Open Space requirement. The following criteria should be considered when designing private multi-family open spaces within Sunstone:

- Locate private open space in patios, balconies, decks, or other outdoor spaces attached to individual units; and,
- Dimension private open space so there is room for a table and chairs where residents can sit outside.

5.U STREETSCAPES AND VEHICULAR AREAS

A hierarchy of streetscapes / roadways comprise the vehicular and pedestrian circulation system. Arterial boulevards will provide the major backbone system connecting multiple frontage avenues and collector roads. Consistency in walls, fencing, site furniture, and

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plant materials will create the desired, cohesive, and unifying community character. They create, support, and subliminally repeat the desired brand/ image of Sunstone.

A balanced composition of visual elements based on the functional streetscape hierarchy shall be implemented for primary, secondary, and tertiary travel ways. A strong, rhythmic street tree pattern defines the circulation configuration and provides the appropriate closure or openness, creates a sense of containment, embellishes or supports meaningful vistas, and minimizes visual impact of undesirable areas like parking lots or service areas.

Traffic calming, pedestrian-oriented components may include, but not be limited to: extended planting areas, enhanced paving in traffic lanes at crosswalks, and appropriate placement of aesthetically pleasing street furniture.

Streetscapes, in general, shall incorporate 'design for safety' standards in regards to plant growth height and intersection cone of sight distances and conform to City of Las Vegas standards.

Streetscapes include, but are not limited to: sidewalks; multi-use trails; in street, painted buffer, Class II bicycle lanes, and equestrian paths, providing a favorable atmosphere for recreation pursuits, alternative commuter transportation options, and efficient pedestrian and/ or vehicular travel throughout the community. Striping and symbol painting for Class II bicycle lanes shall be in accordance with local and state standards.

More significant intersections will be distinguishable from lesser important crossings.

5.U.1 Arterial Boulevards

Arterial boulevards are the principle transportation corridors within the community, providing connections between varieties of Master Development Planned mixed land uses. Arterial boulevards define the edges of specific, prominent land uses and provide opportunities for several types of travel -vehicular, public transit, cyclist, bicyclist, equestrian, and pedestrian. Where desired, community walls, open view fences, and rustic/ rail fences may be used to provide definition between arterial streets and adjacent land uses. In most cases, sidewalks and multi-use trails will be separated from the street to provide for an enjoyable, safe pedestrian environment.

Planting, in particular, along the arterial transportation

corridors will endeavor to preserve and/ or direct view orientation to panoramic or scenic natural vistas while filtering / screening adjacent land uses. Where appropriate, dense evergreens will camouflage perimeter walls.

Planting scenarios will offer a visual and seasonal interest interplay of background and foreground, modulating negative and positive spatial relationships. Arterial medians and parkways shall be predominately planted with Honey mesquite, Texas Mountain Laurel, Desert Willow or other ARC approved tree species. The under-story will be a combination grasses, succulents, flowering groundcovers, boulders and cobble.

5.U.2 Major Collector Street

To create even more of a pedestrian friendly environment, collector streets will serve as the prominent parkways linking several individual residential neighborhoods, recreation amenities/ pursuits, and The Sunstone Trails network. Commercial properties defer to Section 3.22 of the Sunstone Development Agreement wherein they are held to C-2 development standards of the Unified Development Code or as further restricted by Section 1.H of the Sunstone Design Guidelines.

5.U.3 Residential Street

Residential streets, private or public, are designed to be more intimate in scale and create a distinctive sense of neighborhood identity.

5.U.4 Intersections

To reinforce an experiential transportation framework for both pedestrian and vehicular traffic, special attention has been devoted to design treatments at key intersections. Punctuation and accentuation at such crossroads affords the opportunity to celebrate and engage in meaningful and accentuated nodes / points of entry, rather than simply passing through them. The image infrastructure elements are decisive communicators of the overall Sunstone brand / image, accomplished through hard- and softscape features, demonstrate thoughtful design vision to residents, guests, and visitors.

5.U.5 Enhanced Vehicular Paving

Enhanced paving in streets shall consist of decorative concrete in a compatible pattern and color to the community theme. These materials at crosswalks, intersections, and periodic focal point spaces will provide an acoustical, tactile, and a visual sense for traffic flow / speed calming.

5.U.6 Pedestrian Realm

Pedestrian paving shall consist of decorative ground texture that provides for a safe and pleasurable walking experience. Material shall be interlocking pavers, decomposed granite, and/ or flagstone.

Sidewalks shall be five feet (5') in width to promote a pedestrian friendly atmosphere and punctuated along the way with the appropriate amenities and / or site furniture; including, but not limited to:

- Benches;
- Directional Signage;
- Public Art;
- Trash Receptacles;
- Identification Markers;
- Transit Shelters;
- Information Kiosks;
- Tree Grates; and
- Bike Racks.

Refer to Section 5.W.2.A for type and height of pedestrian-scale lighting. Refer to the graphic plan-view pictorial in Exhibit 5.W.2.B.

5.U.7 Parking Areas / Lots

Trees within parking areas shall be a minimum of twenty-four inch (24") box and planted in accordance with City guidelines. Tree wells and / or strips shall be protected by curbs with a net inside curb face-to-curb face planting dimension of five feet (5'). Longer planting strips/ islands shall have periodic openings in the curb for the planting area to function as a bio-swale.

Any tree within six feet (6') of any wall, structure, hardscape or synthetic turf shall be installed with a root barrier. Linear root barriers shall be installed continuous along the edge of a wall, structure, or hardscape -extending a minimum of five feet (5') past the gallon/ box edge.

Where vehicular parking is headed into planted areas, parking space shall be so designed with an addition 24" clearance from curb to plant, wheelstops are acceptable, in such a manner that no vehicle will overhang the curb and/ or be in a position to damage the planting area.

Surface parking areas shall be provided with predominately large deciduous and evergreen canopy trees to reduce heat-island effect, glare, preserve site lines, and maintain

cooler temperatures of the pavement during summer. Tree planting shall be coordinated with site lighting so minimum illumination levels are not compromised as trees mature.

Plant material shall be selected for its seasonal color (flowers and / or leaves), sculptural forms, elegance, texture, and playfulness. The edge / peripheral treatment of parking lots shall be low profile hedge-like material that will visually screen the cars and especially the headlights at night. Accent trees in focal/ entry areas shall be of a flowering variety.

Commercial properties defer to Section 3.22 of the Sunstone Development Agreement wherein they are held to C-2 development standards of the Unified Development Code or as further restricted by Section 1.H of the Sunstone Design Guidelines.

5.V PARKS AND COMMUNITY TRAILS

Sunstone is passionate about providing the right mix of venues for a wide array of outdoor and wellness activities. These set-aside passive / active recreation areas shall be designed to contribute to a vivid and distinct set of ambiances, impressions, and perceptions for a broad and diverse multi-generational, multi-ability population. Multi-use trails / pathways shall link residential areas, schools, and recreation areas. These trails / pathways shall be shared by pedestrians, strollers, and bicyclists. They provide the opportunity to connect the community-at-large with existing regional trails leading to a broader base of recreation and/ or commercial facilities.

Multi-use trails/ pathways shall be 8' to 10' wide with a surface of asphalt, concrete, or decomposed granite. Removable bollards or equal ways of preventing vehicular access, should be placed at all entry points to prevent unauthorized motorized access.

5.W LIGHTING

5.W.1 Design Objective

- Lighting principles shall include, but not be limited to: illuminate roadways and the public realm while achieving safety standards; and,
- Serve as repetitive elements while reinforcing the image, desired style, and brand of Sunstone.

Lighting elements shall blend attractively into the environment by day and perform effectively at night to promote a safe, comfortable, and visually engaging condition.

SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES

Streetscape and parking lot lighting play a crucial role in enhancing the level of quality and character of the community. Light pole standards shall be uniform in color and style by specific land use. All landscape lighting shall be designed to minimize or avoid spillover to adjacent residential or private outdoor spaces.

All lighting shall be designed and conform to city, state, local utility, and IES standards and illumination requirements.

5.W.2 Roadway and Parking Lot Lighting

Along arterials, frontage avenues, collectors, and public/private streets, illumination shall be at intervals fitting the specific roadway guidelines. Promoting safety, visual continuity, and community identity shall be foremost.

Street lights on the arterial boulevards shall be per Exhibit "N" in the Sunstone Development Agreement.

Lighting for parking lots and common areas shall be tempered in scale and form. Human scale along with the 'rustic' feel for the brand / image of Sunstone will influence the height and style of standards and fixtures. Illumination shall be subtle, but creative, and shall be encouraged to be expressed in several formats.

Parking lot lighting shall utilize an alternative decorative style, form, and complimentary color to the adjacent street lighting. Control of parking lot illumination shall be coordinated with timers or solar panels to reflect hours of operation and reasonable security requirements for pedestrians (see Exhibit 5.W.2.b).

5.W.3 Parks and Community Trails Ambiance

Low-level, pole light ambiance lighting along pathways, steps/ stairs, and trails will encourage safe pedestrian travel during sunrise and sunset activities. Some more open plaza areas, like trailheads, may need additional lighting for safety and security.

5.X IDENTIFICATION SIGNAGE

Identification of streets, trails, residential neighborhoods, and recreation facilities throughout Sunstone may appear in a variety of formats utilizing the designated palette of materials, patterns, and forms. These may include identification, directional, informational, and / or functional signs. Sign materials may be in metal individual signs or metal plaques on battered stone veneer pilasters -each type will display the Sunstone 'logo', subject to Master Developer approval.

5.Y UTILITIES

Where possible, traffic signal control boxes, light controller boxes, and other above ground utility structures shall be located out-of-sight, away from any iconic structures, pedestrian pathways or plazas, and/ or outside of the right-of-way. Utilities shall be consolidated at central locations, generally inconspicuous to pedestrian view and access. City of Las Vegas will permit Sunstone Master Development Planned community to submit alternate standard trenching detail to accompany improvement plans (see Exhibit 5.Y.1).

5.Z PUBLIC REALM GRADING AND DRAINAGE

Planting areas shall be graded at a maximum of 3:1 to facilitate drainage away from buildings and hardscape.

Hardscape areas shall be graded at a minimum of one percent (1%) to facilitate drainage away from buildings, but in accordance with ADA guidelines for access/egress and path-of-travel.

Subsurface drains shall be provided where minimum grades, as described herein, cannot be accommodated or where required by field conditions to prevent ponding or over saturation of surface or subsurface soils.

5.AA PUBLIC REALM IRRIGATION STANDARDS

A permanent underground, automatic irrigation system shall be installed in all landscape areas throughout the public realm areas. Design shall incorporate water saving techniques and equipment and shall meet the requirements of SNWA.

Irrigation design should maximize water efficiency by incorporating hydro-zoning techniques and the use of Remote Irrigation Control Systems (RICS) principles.

Irrigation systems shall be valved separately depending on plant ecosystems and their orientation and exposure to sun, shade, and wind. Systems shall be sensitive to the water requirements of the plant material selected and similar water using plants grouped together.

Systems should be efficiently designed to reduce overspray onto hardscape areas.

Water efficient irrigation systems include pressure-controlled, matched precipitation rate nozzles, separation of irrigation zones by plant water requirements, and use

SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES

of the newest technology to control the systems. Other considerations include the use of drip emitters, low volume bubblers, pop-up spiders, stream bubblers, and subsurface drip / agricultural micro-irrigation solutions.

In some areas, erosion control measures may need to be implemented to reduce the loss of soil due to the action of water and / or wind in addition to prevent water pollution. Water shall be delivered in sufficient quantities and application/ precipitation rates adjusted to compensate for seasonal conditions and plant growth requirements.

Irrigation equipment shall be located and installed to minimize visual impact, but easily reachable by maintenance personnel.

5.AB PUBLIC REALM MAINTENANCE STRATEGY

Maintenance is the care and nurturing of the landscape composition over time. It is regular and continual attention to the aesthetic and tasteful appearance of the prescribed character.

Maintenance involves developing and implementing programs and practices that become the foundation for sustaining the status quo over time. Standards for horticultural practices provide the framework for building a quality, timeless landscape expected at Sunstone.

Adopting control programs which allow for a "least-toxic" treatment plan will minimize negative impacts to not only the environment but residents and guests. Maintenance operations should include but not be limited to providing labor, materials, equipment, and incidentals, for litter removal, drain cleaning, adequate seasonally altered watering schedules, fertilizing, pruning, replacing dead or dying plant material, weed abatement, integrated pest management, and mulching for water conservation.

5.AC APPROVED / PROHIBITED PLANT LISTS

See Exhibit A5.AC for Approved Sunstone Plant List.

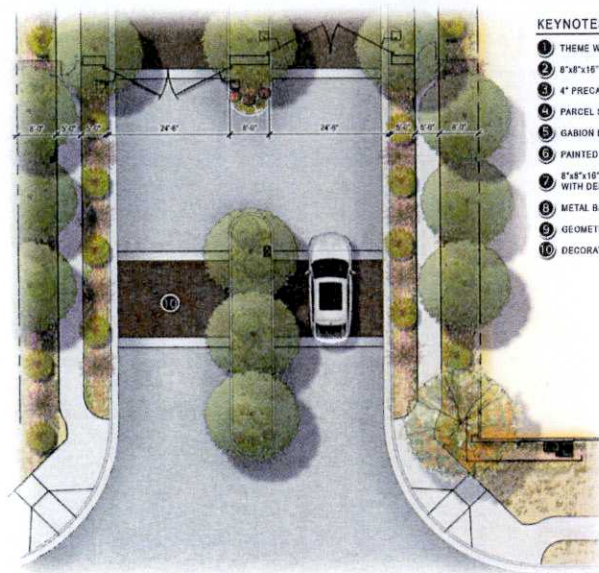
The following plants are prohibited within the Sunstone Community

- Baccharis sarothroides – Desert Broom
- Olea europaea – Olive (fruit producing)
- Pennisetum setaceum – Fountain Grass (green variety)
- Morus alba – Fruiting Mulberry
- Tamarix spp. – Tamarisk
- Oleander spp. - Oleander

5.AD LANDSCAPE SUBMITTAL REQUIREMENTS / PROCESS

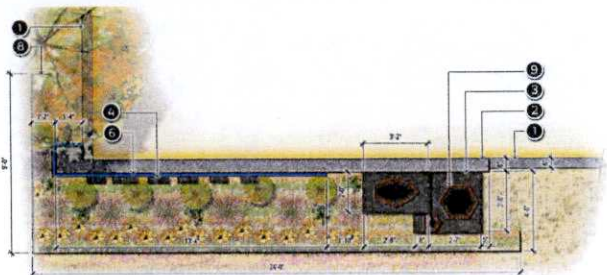
All landscape improvements and designs for the front yards including side yards, as required, must be submitted and approved by the Sunstone ARC, prior to beginning of construction or installation. All Lots with view fence or partial view fencing in the rear yard must submit landscape improvements and designs for the rear yard. This includes the installation of all trees, shrubs, ground covers, turf, borders, pools, spas, pool equipment, screening and hardscape materials. Landscaping in a rear yard that is fully enclosed with a solid block wall does not need to be submitted. All lots regardless of walls must follow the approved plant list and may not install any plant material listed on the Prohibited Plants List. All structures located in the rear yards, such as swing sets, gazebos, ramadas, fireplaces, and all other structures that are taller than the block portion of any fence, (6'-0") must be reviewed and approved by the ARC prior to construction. Refer to Section 1.G – Sunstone Zoning Categories for accessory structure setbacks. Maintain all lot grading and drainage requirements.

SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES



Neighborhood Entry Plan

- KEYNOTES
- 1. THEME WALL
 - 2. 8"x8"x16" SMOOTH STACKED BLOCK
 - 3. 4" PRECAST CAP
 - 4. PARCEL SIGN (HALO BACKLIT)
 - 5. GABION BASKET (RANDOM STACK)
 - 6. PAINTED METAL BOX
 - 7. 8"x8"x16" SMOOTH STACKED BLOCK WITH DEEP RACKED JOINTS
 - 8. METAL BANDING
 - 9. GEOMETRIC PLANTER
 - 10. DECORATIVE PAVEMENT



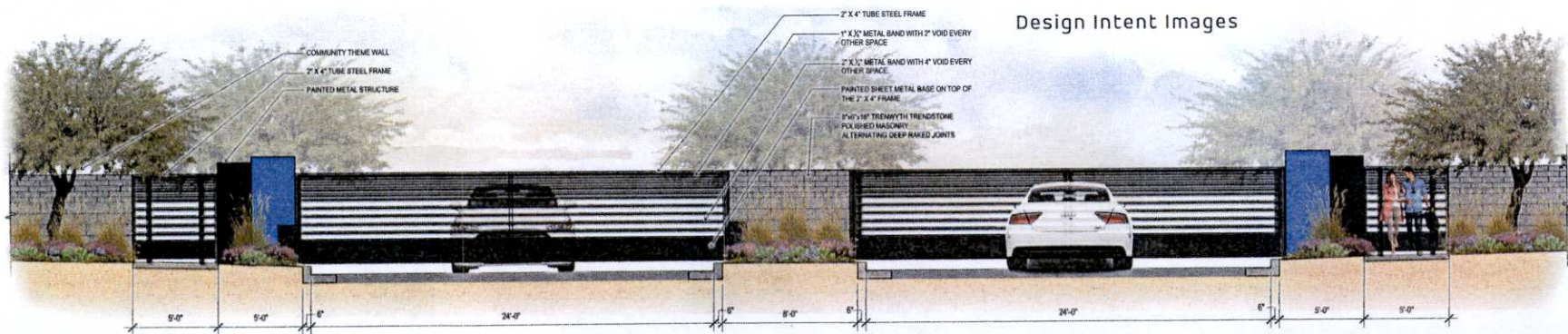
Entry Monument Plan



Entry Monument Elevation

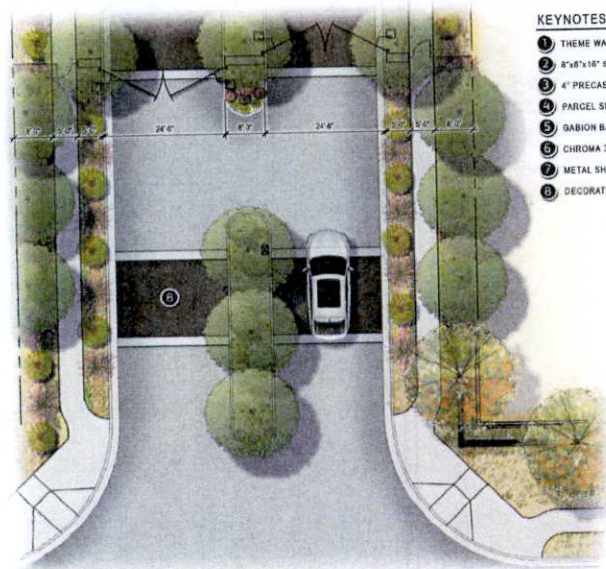


EXHIBIT 5.D: PARCEL ENTRIES - OPTION 1



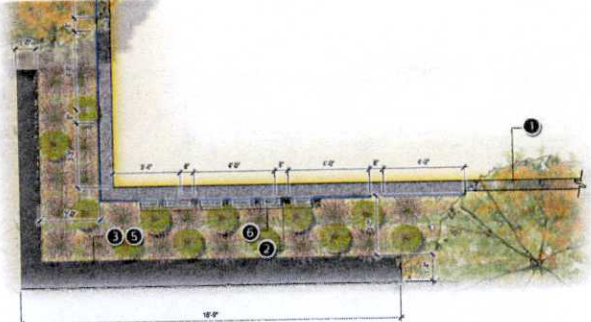
Design Intent Images

SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES



Neighborhood Entry Plan

- KEYNOTES
- 1. THEME WALL
 - 2. 8"x8"x18" SMOOTH STACKED BLOCK
 - 3. 4" PRECAST CAP
 - 4. PARCEL SIGN (HALO BACKLIT)
 - 5. GABION BASKET (FORMAL STACK)
 - 6. CHROMA 3FORM PANEL
 - 7. METAL SHELF SUPPORTS PARCEL SIGN
 - 8. DECORATIVE PAVING



Entry Monument Plan



Entry Monument Elevation

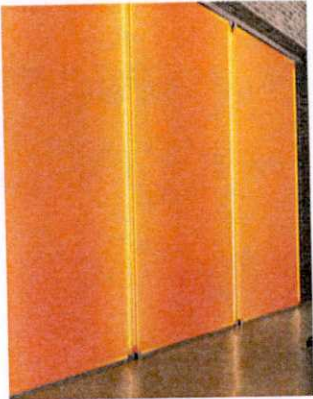
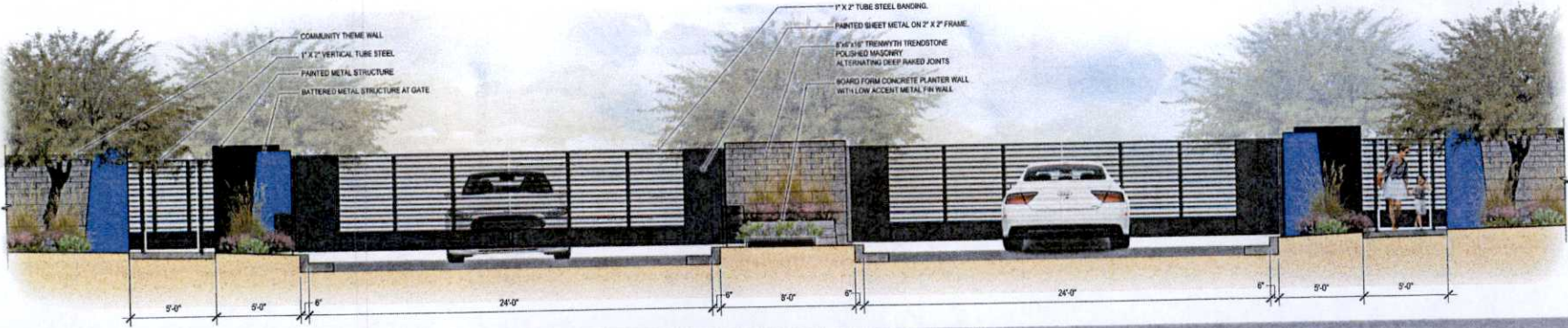
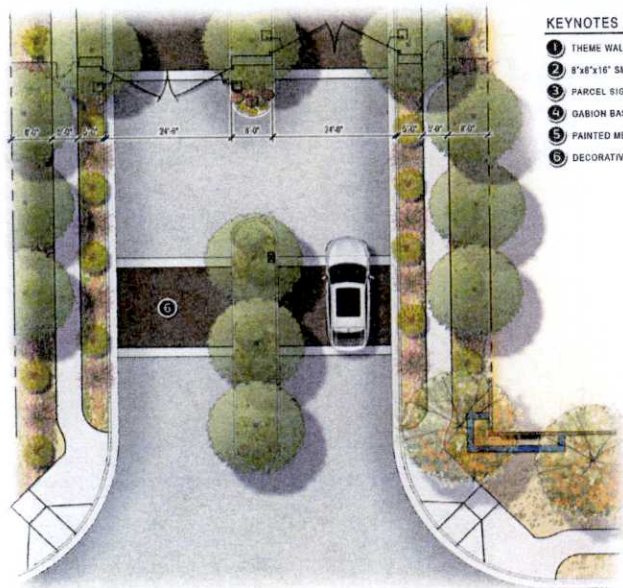


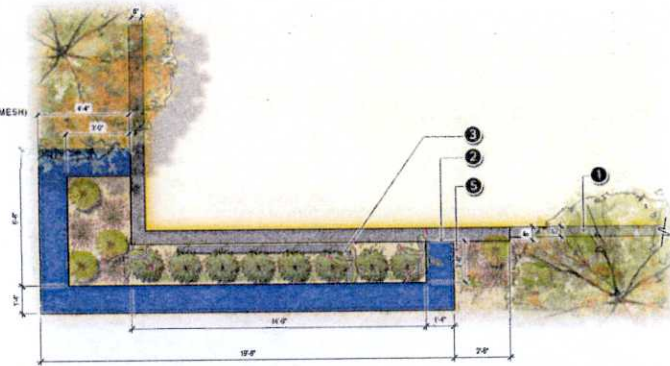
EXHIBIT 5.D: PARCEL ENTRIES - OPTION 2

SECTION 5 -LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES



Neighborhood Entry Plan

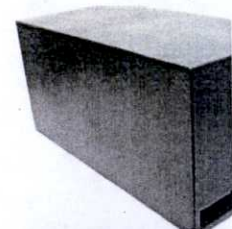
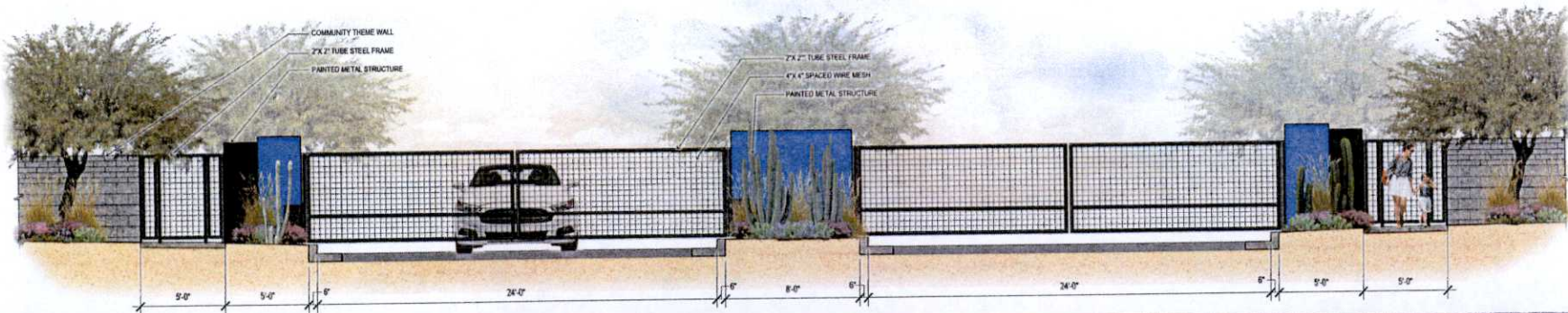
- ## KEYNOTES
1. THEME WALL
 2. 8"x8"x16" SMOOTH STACKED BLOCK
 3. PARCEL SIGN (HALO BACKLIT)
 4. GABION BASKET (STONE WITH METAL MESH)
 5. PAINTED METAL BO
 6. DECORATIVE PAVING



Entry Monument Plan



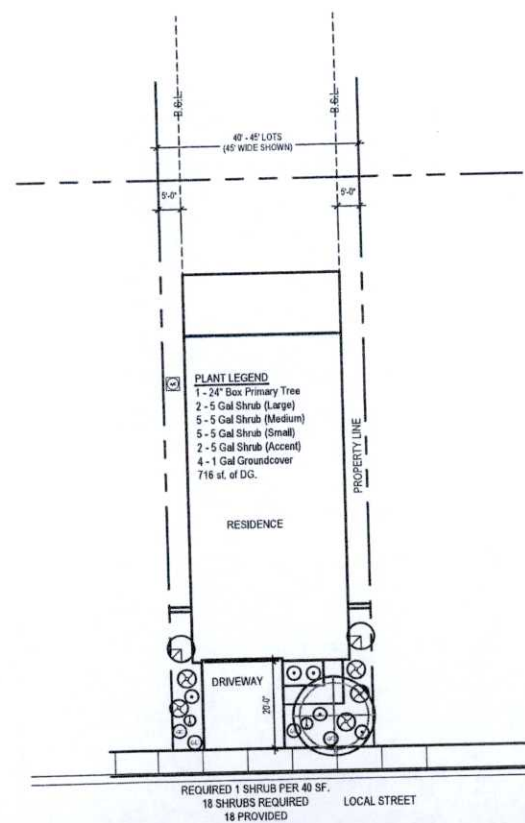
Entry Monument Elevation



SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES

DESCRIPTION
TOTAL FRONT YARD LANDSCAPE AREA
TOTAL PLANTS PROVIDED (1/40 SF. REQUIRED)
TOTAL SHRUBS PROVIDED 5 GAL. (70% MIN.)
TOTAL GROUND COVERS PROVIDED (30% MIN.)

QTY.
716 SF.
18 TOTAL
14 TOTAL (78%)
4 TOTAL (22%)



SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES

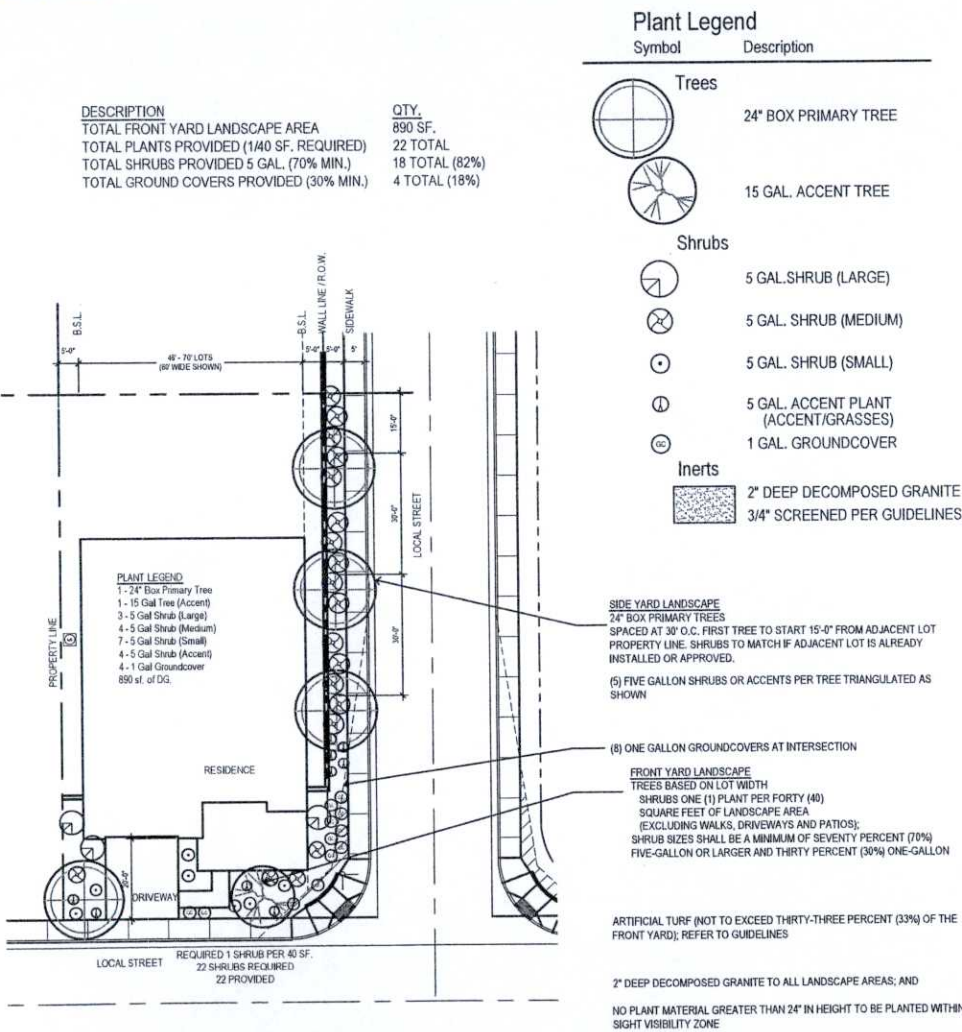
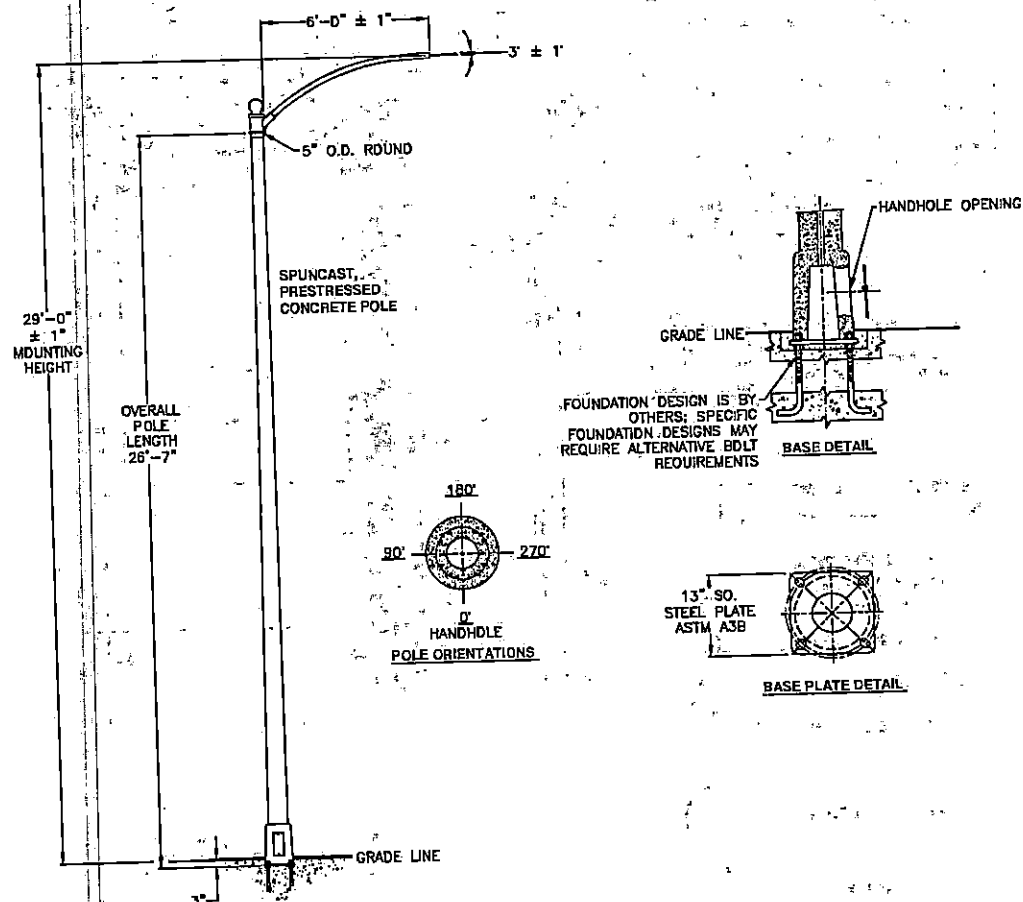
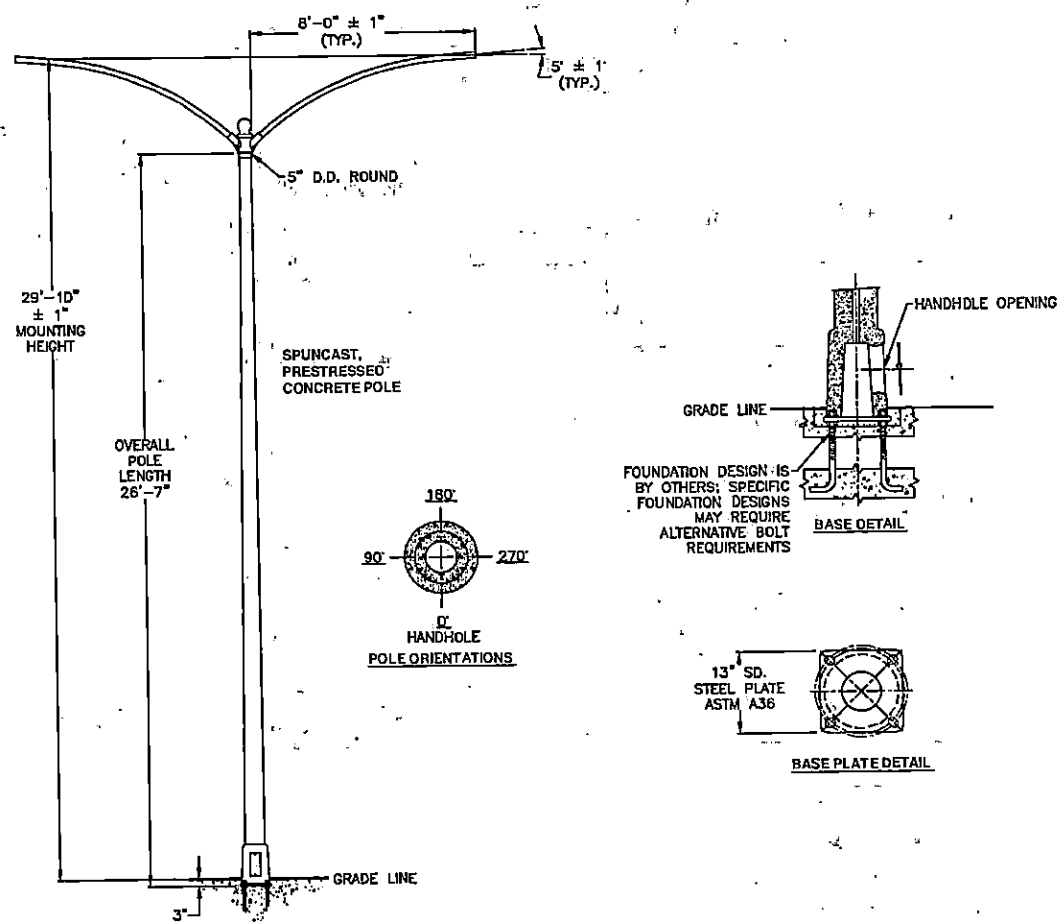


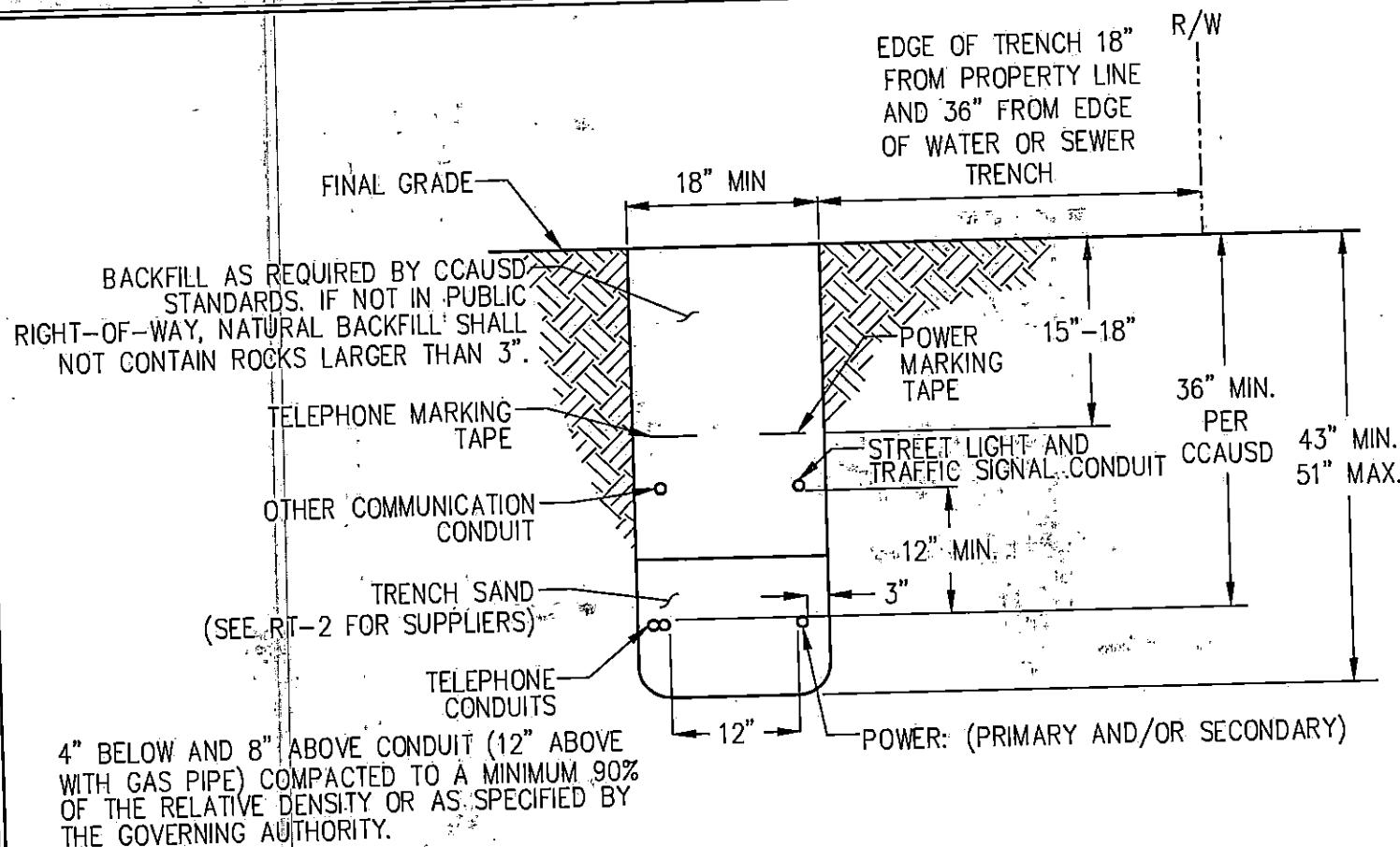
EXHIBIT 5.N.2: TYPICAL FRONT YARD LANDSCAPE (60' WIDE)

SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES



SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES





TRENCH DETAIL

NVE U.G. STD. RT-12 (REV. 10/27/2014)
(RESIDENTIAL AND COMMERCIAL)

KEY				USE						
TREE SIZE: Small (<25 ft.), Medium (25-40 ft.), Large (>40 ft.)										
BOTANICAL NAME	COMMON NAME	WATER USAGE	WILDLIFE ATTRACTANT	CANOPY SHADE TREE	ACCENT TREE	TREE SIZE	DESERT TREVEGETATION	DESERT ADAPTIVE	ENHANCED DESERT	REGIONALLY ORNAMENTAL
TREES										
Acacia anuera	Mulga	low	habitat			S				
Acacia berlandieri	Guajillo	low				S				
Acacia craspedocarpa	Leather Leaf Acacia	low	bee, habitat			S				
Acacia smallii	Sweet Acacia	low	habitat			S				
Caesalpinia cacalaco	Cascalote	low				S				
Cercis canadensis var. Mexicana	Mexican Redbud	low	hummingbird, wildlife food, habitat			M				
Chilopsis linearis	Desert Willow	low				S				
Cordia boissieri	Texas Olive	low				S				
Ebonopsis ebanum	Texas Ebony	low				M				
Fraxinus oxycarpa 'Raywood'	Raywood Ash	moderate				L				
Fraxinus velutina	Arizona Ash	moderate				L				
Fraxinus velutina 'Fan-Tex'	Fan-Tex Ash	moderate	bee			M				
Koeleria paniculata	Golden Rain Tree	moderate				S				
Laurus nobilis	Bay Laurel	moderate	habitat			M				
Olea europaea 'Swan Hill' or 'Wilsonii'	Swan Hill Olive	moderate				M				
Parkinsonia floridum	Blue Palo Verde	moderate				M				
Parkinsonia hyb.	'Desert Museum' Palo Verde	moderate				M				
Parkinsonia microphylla	Foothills Palo Verde	moderate				M				
Parkinsonia praecox	Palo Brea	moderate	habitat			L				
Pistacia chinensis 'Red Push'	Red Push Pistache	moderate				S				
Pistacia lentiscus	Mastic Tree	low	habitat			M				
Prosopis SA hybrid 'Thornless'	Thornless Mesquite	low	bee, habitat			M				
Prosopis glandulosa 'Glandulosa' Thornless	Texas Honey Mesquite	low	habitat			M				
Prosopis velutina	Velvet Mesquite	low				S				
Prunus caroliniana	Carolina Laurel Cherry	moderate	wildlife food, habitat			M				
Quercus buckleyi 'Red Rock'	Red Rock Oak	moderate	wildlife food, habitat			M				
Quercus lobata	Valley Oak	moderate	wildlife food, habitat			L				
Quercus virginiana 'Cathedral'	Cathedral Live Oak	low				M				
Rhus lancea	African Sumac	low				M				
Robinia ambigua 'Purple Robe'	Purple Robe Locust	moderate				M				
Robinia ambigua 'Idahoensis'	Common Locust	moderate				S				
Sophora secundiflora 'Silver Peso'	Texas Mountain Laurel	low	habitat			L				
Ulmus parvifolia	Lacebark Elm	low	habitat			S				
Vitex agnus-castus	Chaste Tree	low				S				
Yucca brevifolia	Joshua Tree	low								
SHRUBS										
Atriplex canescens	Four-Wing Saltbush	low	butterfly, bee							
Bulbine frutescens	Bulbine	low								
Buxus microphylla	Japanese Boxwood	moderate								
Caesalpinia gilliesii	Yellow Bird of Paradise	low								
Caesalpinia mexicana	Mexican Bird of Paradise	moderate								
Caesalpinia pulcherrima	Red Bird of Paradise	low	hummingbird, habitat							
Calliandra californica	Baja Red Fairy Duster	low	hummingbird, habitat							
Calliandra eriophylla	Fairy Duster	low								
Cassia artemisioides	Feathery Cassia	low								
Cassia nemophila	Desert Cassia	low								
Cassia phyllodenia	Silver Leaf Cassia	low								
Chrysanthemum mexicanum	Damianita	low	habitat							
Cordia parvifolia	Little Leaf Cordia	low								
Dodonaea viscosa 'Green'	Hop Bush 'Green'	moderate								
Elaeagnus argentea	Japanese Blueberry	moderate								
Eremophila decipiens	Eremophila	low								
Eremophila species	Turpentine Bush	low								
Ericameria laricifolia	Pineapple Guava	moderate								
Feijoa sellowiana	Pink Guava	low								
Guara lindheimeri	Dwarf Youpon Holly	moderate								
Ilex vomitoria 'perdula'	Ilex vomitoria	low-moderate	wildlife food							
Juniperus sp.	Junipers	low								
Larrea tridentata	Creosote Bush	low	bee, habitat							
Leucophyllum candidum 'Thunder Cloud'	Thundercloud Texas Ranger	low	bee, habitat							
Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	low	bee, habitat							
Leucophyllum frutescens 'Green Cloud'	Green Cloud Texas Ranger	low	bee, habitat							
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	low	bee, habitat							
Ligustrum japonicum 'Texanum'	Texas Privet	moderate								
Punica granatum	Dwarf Pomegranate	moderate	wildlife food, habitat							
Pyracantha Santa Cruz	Hybrid Pyracantha	moderate	wildlife food							
Rhaptolepis indica	Indian Hawthorne	moderate								
Rosemary officinalis 'Collingswood Ingram'	Collingswood Ingram Rosemary	low	bee							
Rosemary officinalis 'Tuscan Blue'	Tuscan Blue Rosemary	low								
Russelia equisetiformis	Coral Fountain	moderate	hummingbird							
Salvia clevelandii	Chaparral Sage	low								
Salvia greggii	Red Salvia	low	hummingbird							
Salvia leucantha	Mexican Bush Sage	moderate								
Simmondsia chinensis	Jojoba	low								
Tecoma stans - Variety	Yellowbells	low								
Teucrium chamaedrys	Prostrate Germander	moderate	bee							
Teucrium fruticosum	Bush Germander	moderate								
Viguiera deltoidea	Goldeneye	low								
Xylosma congestum	Shiny Xylosma	moderate	habitat							
Xylosma congestum 'Compactum'	Dwarf Shiny Xylosma	moderate	habitat							

EXHIBIT 5.AC: APPROVED/PROHIBITED PLANTING LIST

SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES

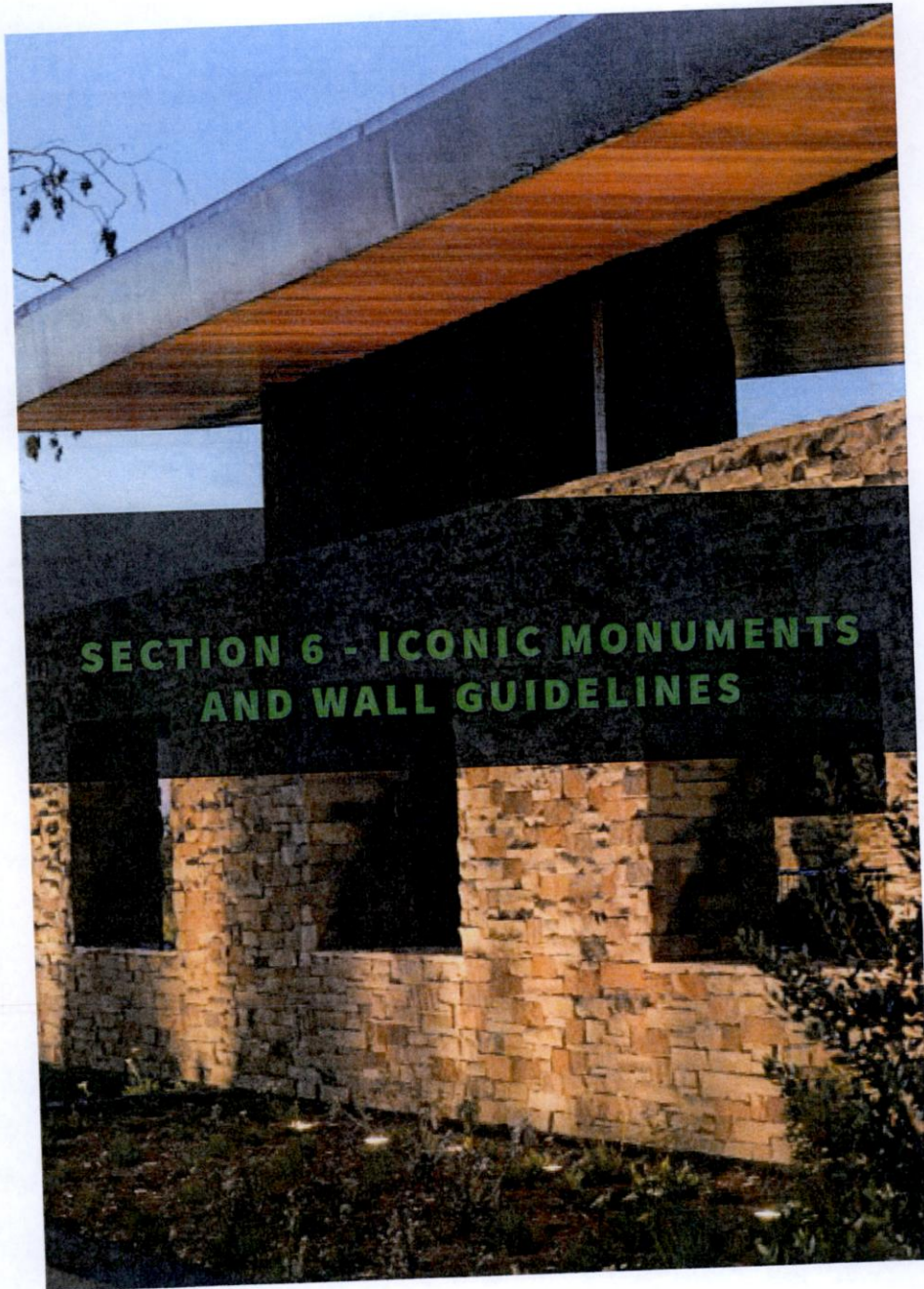
KEY				USE						
TREE SIZE: Small (<25 ft.), Medium (25-40 ft.), Large (>40 ft.)				CANOPY SHADE TREE	ACCENT TREE	TREE SIZE	DESERT/REVEGETATION	DESERT ADAPTIVE	ENHANCED DESERT	REGIONALLY ORNAMENTAL
ACCENTS										
Agave americana	Century Plant	low								
Agave americana 'Marginata'	Variegated Century Plant	low								
Agave augustifolia	Narrow Leaf Agave	low								
Agave bovicornis	Cow's Horn Agave	low								
Agave geminiflora	Twin Flowered Agave	low								
Agave parryi-huachuensis	Parry's Agave	low								
Aloe ferox	Tree Aloe	low								
Aloe X 'Blue Elf'	Blue Elf Aloe	low								
Asclepias subulata	Desert Milkweed	low								
Bulbine frutescens	Shrubby Bulbine	low	hummingbird							
Cereus sp.	Cereus	low								
Cylindropuntia echinocarpa	Silver Cholla	low	habitat							
Dasylirocn acrotriche	Green Desert Spoon	low	habitat							
Dasylirocn longissimum	Toothless Desert Spoon	low	habitat							
Dasylirocn wheeleri	Desert Spoon	moderate								
Dietes bicolor	Fortnight Lily	moderate								
Dietes indioide 'vegata'	Butterfly Iris/African Iris	low	wildlife food							
Echinocactus grusonii	Golden Barrel Cactus	low	wildlife food							
Echinocactus engelmannii	Hedgehog	low								
Euphorbia antisyphilitica	Candelilla	low								
Euphorbia resinifera	Moroccan Mound	low	wildlife food							
Farocactus acanthoides	Compass Barrel Cactus	low								
Farocactus cylindraceus	California Barrel Cactus	low	wildlife food							
Farocactus wislizenii	Fishhook Barrel Cactus	low	wildlife food							
Fouquieria splendens	Ocotillo	low	hummingbird, wildlife food							
Hesperaloe parvifolia 'Brakelights'	Brakelights Hesperaloe	low	hummingbird, wildlife food							
Hesperaloe parvifolia	Red/Yellow Yucca	low								
Opuntia sp.	Prickly Pear	low								
Pachycereus marginatus	Mexican Fence Post Cactus	low	hummingbird, bee							
Pedilanthus macrocarpus	Lady Slipper Plant	low								
Yucca baccata	Banana Yucca	low								
Yucca brevifolia	Joshua Tree	low								
Yucca elata	Soap Tree Yucca	low								
Yucca pallida	Pale Leaf Yucca	low	habitat							
Yucca schottigera	Mohave Yucca	low								
Yucca recurvifolia	Pendulous Yucca	low								
Yucca rupicola	Twisted Leaf Yucca	low								
GRASSES										
Bouteloua gracilis	Blonde Ambition	low								
Festuca glauca	Blue Fescue	low								
Muhlenbergia capillaris	Regal Mist	low								
Muhlenbergia dumosa	Bamboo Muhly	low								
Muhlenbergia lindheimeri	Autumn Glow	low								
Muhlenbergia rigens	Deer Grass	low	butterfly, hummingbird, wildlife food, bee							
Nolina microcarpa	Bear Grass	low								
Nolina nelsoni	Blue Nolina	low								
Ophiopogon jaburan 'Dwarf Kyoto'	Dwarf Mondo Grass	moderate								
Ophiopogon japonicus	Mondo Grass	moderate								
Phyllostachys aurea	Golden Bamboo	moderate								
GROUND COVERS										
Artemisia arborescens 'Powis Castle'	Powis Castle Artemisia	low	hummingbird							
Callistemon sp.	Little John Bottle Brush	moderate								
Chrysactinia mexicana	Damianita	low								
Dalea capitata 'Sierra Gold'	Sierra Gold Dalea	low								
Eremophila glabra 'Outback Sunrise'	Outback Sunrise Eremophila	low								
Erigeron divergens 'Effusion'	Native Fleabane	low								
Euphorbia rigida	Spurge (Gopher Plant)	low	butterfly, hummingbird, bee							
Gaura lindheimeri	Gaura	low	bee							
Gazania rigens	Gazania	low								
Hymenoxys acaulis	Angelita Daisy	moderate								
Juniperus procumbens 'Nana'	Prostrate Juniper	moderate								
Juniperus sabina 'Buffalo'	Buffalo Juniper	moderate	butterfly, hummingbird, bee							
Lantana spp.	Lantana spp.	low								
Melampodium leucanthum	Blackfoot Daisy	low								
Pyracantha fortuneana 'Santa Cruz'	Firethorn	moderate	wildlife food, habitat							
Pyracantha koidzumii 'Red Elf'	Dwarf Pyracantha	moderate	wildlife food, habitat							
Rosemary officinalis 'Prostratus'	Trailing Rosemary	low	bee							
Teucrium chamaedrys	Germander	moderate	bee							
Trachelospermum asiaticum	Asiatic Jasmine	moderate								
Trachelospermum jasminoides	Star Jasmine	moderate								
VINE										
Gelsemium sempervirens	Carolina Jasmine	moderate	butterfly, habitat							
Hardenbergia violacea	Lilac Vine	moderate	butterfly, bee							
Rosa banksiae	Lady Banksrose	moderate								
Trachelospermum jasminoides	Star Jasmine	moderate								
Wisteria sinensis	Chinese Wisteria	moderate								

EXHIBIT 5.AC: APPROVED/PROHIBITED PLANTING LIST

SECTION 5 - LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES

KEY				USE						
TREE SIZE: Small (<25 ft.), Medium (25-40ft.), Large (>40 ft.)				CANOPY SHADE TREE	ACCENT TREE	TREE SIZE	DESERT/REVEGETATION	DESERT ADAPTIVE	ENHANCED DESERT	REGIONALLY ORNAMENTAL
Prohibited										
Brachychiton populneus	Bottle tree									
Cenchrus ciliaris or Pennisetum ciliare	Buffel Grass									
Cynodon dactylon	Common Bermuda Grass									
Eragrostis lehmanniana	Lehmann's Lovegrass									
Gutierrezia sarothrae	Snakeweed									
Hordeum jubatum	Foxtail Barley									
Pennisetum sp.	Fountain Grass									
Oleander sp.	Oleanders - except for petite varieties									
Olea sp.	Olive Species - except for 'Swan Hill'									
Parkinsonia aculeata	Jerusalem Thorn/Mexican Palo Verde									
Prosopis chilensis	Chilean Mesquite - in pedestrian/vehicular areas									
Rhus lancea	African sumac									

EXHIBIT 5.AC: APPROVED/PROHIBITED PLANTING LIST



6. ICONIC MONUMENTS AND WALL GUIDELINES

6.A ICONIC MONUMENT HIERARCHY

Iconic monuments, gateways, and entry structures will vary in size, scale, and communication, depending on the placement, function, and role in portraying the brand / image of Sunstone. Although the extent and scale may vary with each land use type, individually they will set forth a consistent, homogeneous use of forms, materials, and colors that will impart a consistent visual image within the community-at-large.

6.A.1 Primary Community Entries

Primary / community entries create a clear sense of arrival.

Plant materials shall be consistent with the Sunstone Recommended Plant List in Exhibit 5.AC, Master Developer project design, and/or other ARC approved species. Any secondary community entry design to be approved by ARC at a future time.

Refer to the graphic plan view pictorial in Exhibit 6.A.1.

6.A.2 Community Identification

Community identification will enhance the community branding with layered massings of landscape, trees, low walls and way finding signage. Materials will be consistent with materials used at the primary community entry (see Exhibit 6.A.2).

Plant materials shall be consistent with the Sunstone Recommended Plant List in Exhibit 5.AC, Master Developer project design, and/or other ARC approved species.

6.A.3 Monument Lighting

Monument lighting, depending on the height of the structure, may be a combination of down-lighting, on-structure lighting, and/or ground level uplighting. Type of lighting shall also be sensitive to the proximity of the monument to residential dwelling units.

6.B BUILDER SUBDIVISION WALLS

A consistent wall design is important to create a cohesive appearance. All walls visible from public spaces shall be decorative walls. Builders shall provide a minimum ten foot (10') wide planting strip between sidewalk or common element and the wall, unless otherwise indicated in Section 2.A Within the Sunstone Design Guidelines. All walls (including retaining walls) need to be located a minimum of five feet (5') from all sidewalks.

Where walkways or pass-throughs are located between residential lots, the retaining walls and fences along both sides of walkways should be located and designed to make the walkway appear as open and spacious as possible. This can be accomplished by minimizing continuous wall lengths through the use of low walls and rail fences along property lines.

6.B.1 Theme Walls

Theme walls shall be defined as those walls that are adjacent to streets N Skye Canyon Park Dr, Log Cabin Way, Moccasin Rd, Sky Pointe Dr, Skye Village Rd, Sunbridge Pointe Way, Ohare Rd, and US95. Theme walls visible from public spaces shall be trendstone polished masonry with deep raked joints, top cap to be a 4" x 6" x 16" reverse bond beam with all edges finished. Powder coated steel columns to be used to transition from different wall types (re: secondary walls, view fence, etc..) and on high visible corners, refer to the graphic pictorials in Exhibits 6.B for design.

6.B.2 Interior Walls

Walls separating lots shall be 6' high minimum, precision block walls. Wall color shall match color of theme walls. Waterproof material shall be applied to wall as applicable. These walls shall not extend above the height of any theme wall or view fence on the perimeter. The location of the walls adjacent to common elements or open spaces shall be located entirely within the lot of the residence and shall be maintained by the property owner.

SECTION 6 - ICONIC MONUMENTS AND WALL GUIDELINES

6.B.3 Retaining Walls

Retaining walls shall be designed to be 6-0" interior wall max height before requiring a stepback, if any additional height is needed the walls will need to be terraced.

Additional specifications:

Rockery retaining walls may be used in lots instead of masonry retaining walls. These walls shall be treated with Permeon or other approved equal;

Retaining walls should match materials and color of adjacent walls where they occur;

Retaining walls alongside lot lines may not exceed six feet (6') high within the front yard setback area and must terminate a minimum of five feet (5') from the back of sidewalk;

Terraced walls must provide a four foot (4') wide landscape area between the back of the lower retaining wall and the face of the upper wall/fence/retaining wall;

Where an internal wall is located atop a retaining wall, the maximum combined height of both walls may not exceed twelve feet (12') to the homeowner side;

Where a block-end masonry wall is located atop a retaining wall, the height of both walls may not exceed ten feet (10') to the visible edge and twelve feet (12') to the homeowner side; and

All retaining walls to be waterproofed and adequately drained if required, on the surcharge side.

6.B.4 View Fences

View fencing shall be utilized along Paseos, Trails, and Parks. Refer to the graphic pictorial in 6.B for design. View fencing shall meet the following criteria:

Where fence is located along any street edge, paseos, and enhanced and amenitized common areas, efforts should be made to add visual interest to long runs of uninterrupted fence, such as adding columns, pilasters, fin walls, or horizontal articulation;

Color shall be black;

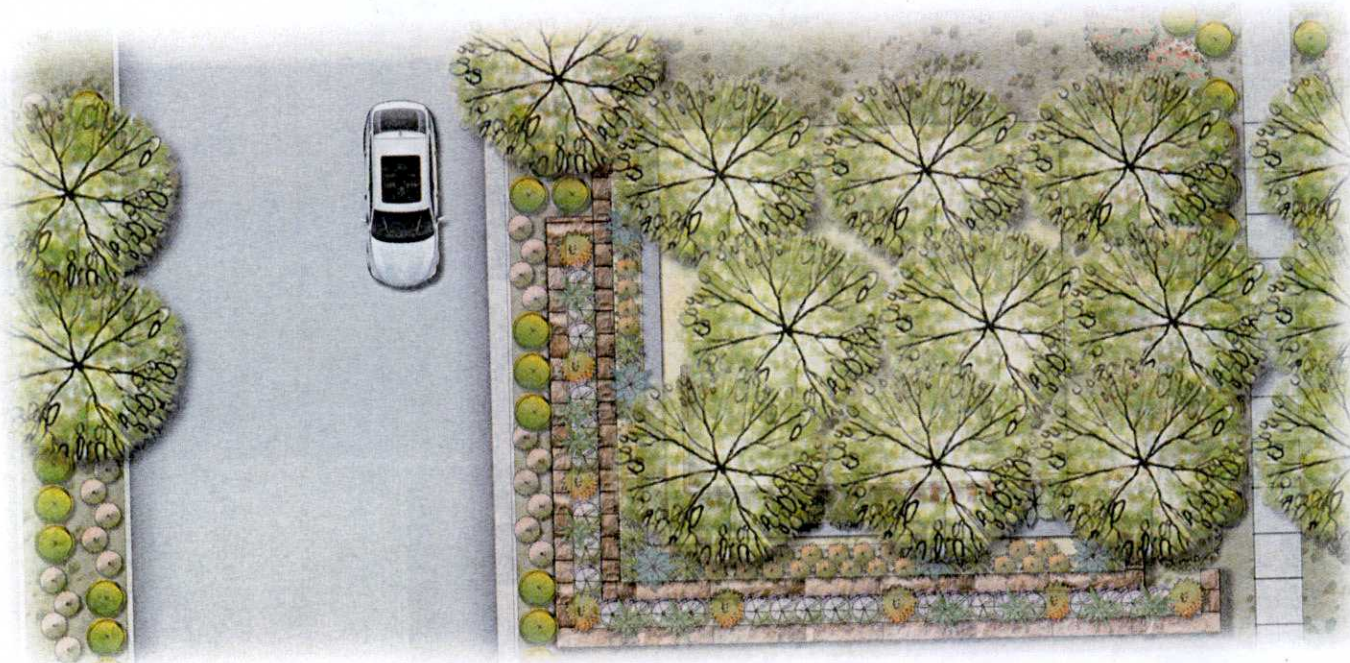
Maximum height shall be six feet (6') or meet jurisdictional pool fencing codes when applicable;

Combination fence and walls shall have a maximum height of six feet (6'); and

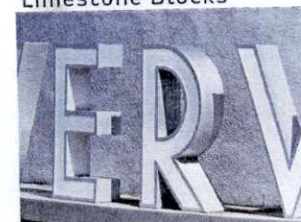
It is the responsibility of the homebuilder/owner to make sure that any wall or fence meets the jurisdictional requirements for a swimming pool safety barrier.

View fences adjacent to streets within any zoning district are permitted to have retaining wall heights up to 6' and screen walls up to 6', the height of both walls may not exceed ten feet (10') to the visible edge and twelve feet (12') to the homeowner side.

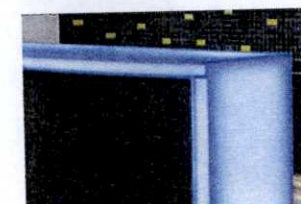
SECTION 6 -ICONIC MONUMENTS AND WALL GUIDELINES



Limestone Blocks



Sunstone



Koda 3Form Light Box



limestone Veneer

EXHIBIT 6.A.1: PRIMARY COMMUNITY ENTRY FEATURE

SECTION 6 - ICONIC MONUMENTS AND WALL GUIDELINES



KEYNOTES

- 1 PRIMARY BOARDFORM DIRECTIONAL WALL 10'-6" HIGH FROM CURB
- 2 SECONDARY BOARDFORM DIRECTIONAL WALL 3'-6" HIGH ON LOW SIDE
- 3 COBBLE LANDSCAPE BUFFER
- 4 TERTIARY BOARDFORM DIRECTIONAL WALL 6'-6" HIGH
- 5 ELEVATED GRADE IN CENTAL LANDSCAPE AREA
- 6 LANDSCAPE TO FEATURE GRASSES, SUCCULENTS, AND EVERGREEN SHRUBS
- 7 4" GRANULAR TRAIL
- 8 PEDESTRIAN CROSSING

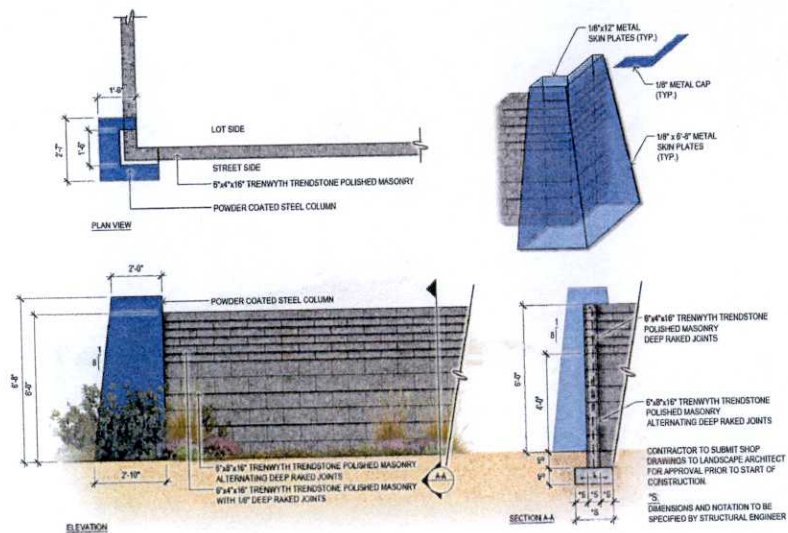


PERSPECTIVE

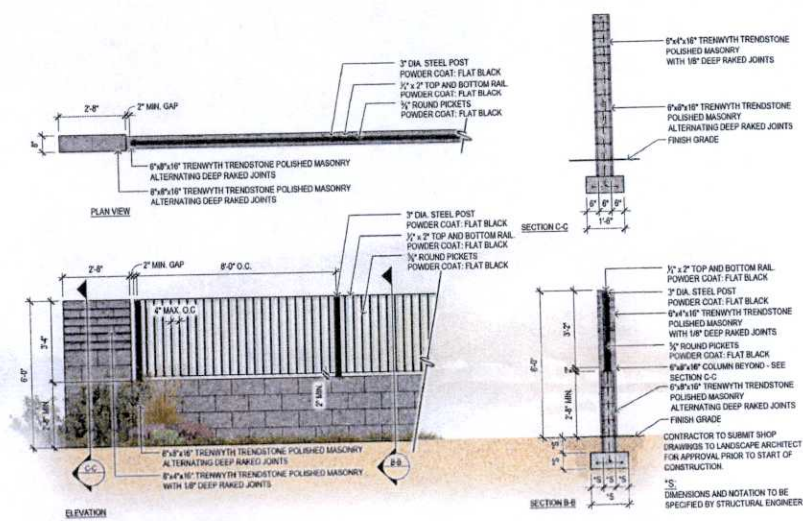


PLAN

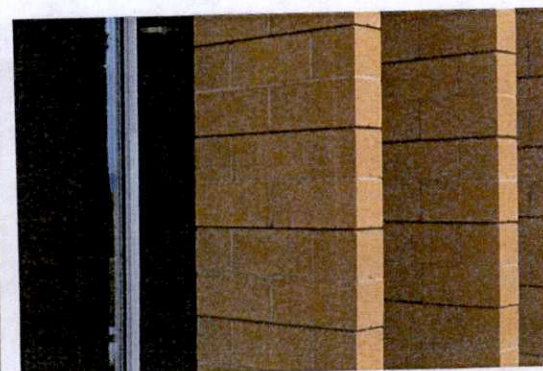
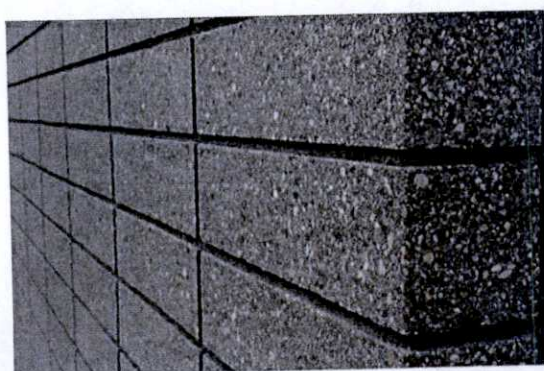
SECTION 6 -ICONIC MONUMENTS AND WALL GUIDELINES

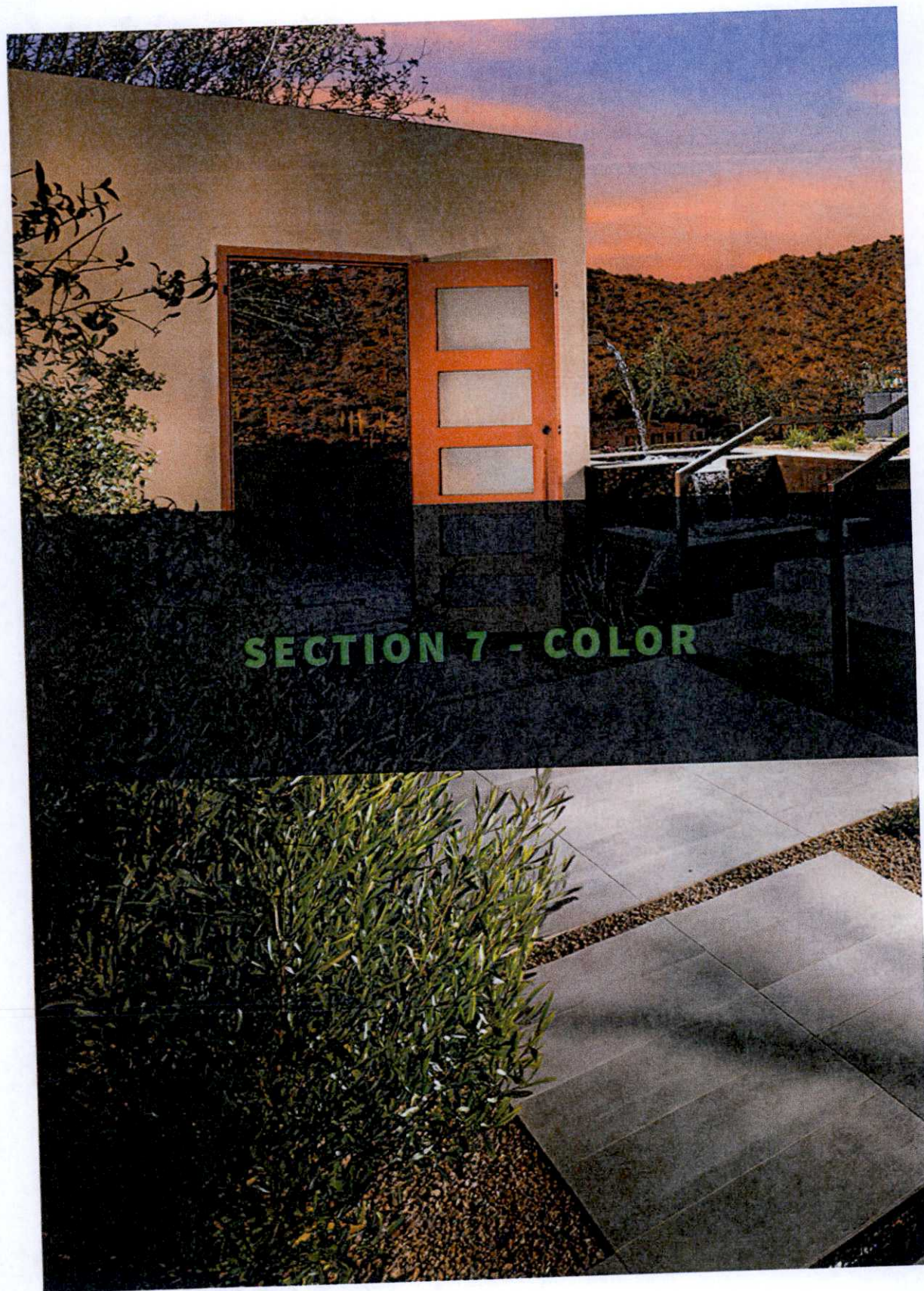


Theme Wall & Column



Full View Fence





7. COLOR

7.A NUMBER OF COLOR SCHEMES

Each single-family product line shall have at least three color schemes per elevation style. Color schemes shall vary between various housing products and models.

Each single-family attached neighborhood shall have at least three color schemes for each elevation style.

Non-residential uses are subject to ARC Review & Approval and must be compatible with these guidelines.

7.B BUILDING COLORS

Unless otherwise noted in the architectural checklists per style, each color scheme for building elevations shall consist of at least four different colors:

Primary Base Color

- Stucco, masonry, or siding on primary wall surfaces.

Secondary Base Color and Fascia

- Stucco, masonry, or siding on primary wall surfaces and fascia.

Trim Color

- Window and door trim.

Accent Color

- Entry doors, shutters and iron.

Color and material blocking should be incorporated into the preliminary architectural design so that thoughtful color-use is integrated with the architecture and logical color termination points are identified early on.

Color changes should occur at inside corners only.

Generally, the color of garage doors should not unduly contrast with the primary base color of the house or building.

Any field color used at the base of the building shall continue down to the finish grade.

Likewise, where masonry is used at the base of the building, the visible wall surface below the level of the weep screed, shall be painted a color that closely matches the masonry color directly above.

7.C ROOF COLORS

Blended roof colors are encouraged.

Single-family detached neighborhoods shall have at least two individual roof colors.

Single-family attached and Multi-family neighborhoods shall have at least two individual roof colors.

7.D COLOR PLOTTING CRITERIA

The two houses on either side of a specific lot and the three lots across from it must use different color schemes.



SECTION 8 - DESIGN REVIEW



8. DESIGN REVIEW

8.A INTRODUCTION

The Master Developer shall administer all project submittals and approvals for development within Sunstone with regard to the implementation of the Design Guidelines. The procedure described below shall be used to administer the implementation process.

As an expression of the Master Developer's vision for Sunstone, the Design Guidelines are intended to provide builders, architects, civil engineers, and others an overall direction in the design process. The criteria contained within the Design Guidelines provides examples of ways in which the vision can be achieved, however, the Master Developer strongly encourages creativity, innovation, and variety throughout Sunstone. Builders may propose other design solutions to project development, as long as the overall intent of the community vision and Design Guidelines is achieved.

All project submittals, whether designed in strict accordance with the design criteria contained herein or with other design solutions not specifically addressed in the Design Guidelines, will be reviewed by the Master Developer to ensure that all projects achieve the goals and objectives of the Master Developer's vision as expressed throughout the Design Guidelines document.

8.B IMPROVEMENTS REQUIRING REVIEW

All parcel improvements by the builder will require review and approval by the Master Developer.

Improvements requiring review include but are not limited to residential product including new construction, landscape, signage, and amenities such as parks, open play areas or community facilities and ancillary structures.

Non-residential uses are subject to ARC Review & Approval and must be compatible with these guidelines.

8.C ARCHITECTURAL REVIEW COMMITTEE

The Master Developer shall establish an Architectural Review Committee (ARC) to review each project submittal. The ARC shall consist of representatives from the Master Developer along with an architectural

consultant, landscape consultant, and civil engineering consultant. In addition, the ARC may consult with other professional advisors as deemed appropriate. Projects for design review shall be submitted to the Architectural Review Committee at the address listed below. Complete submissions are required in order for the ARC to make an expeditious review.

8.D SUBMITTAL REQUIREMENTS

The following items are required for submittal of production residential development plans prior to submittal to the City of Las Vegas. All submittal documents shall be submitted to the ARC in a PDF electronic file format. AutoCad drawings may be requested by the ARC for more detailed review, as necessary.

Preliminary Concept Site Plan (Per Production Neighborhood)

The purpose of this submittal is to ensure that the overall concept of the neighborhood design, particularly regarding the layout of proposed streets and lots, is consistent with the intent of the design guidelines before the builder begins preparation of tentative tract maps. The following are required elements of the Preliminary Concept Site Plan submittal:

- Conceptual street layout;
- Conceptual lot layout;
- Proposed pedestrian connections; and
- Adjacent streets and open space.

Detailed Development Plan (Per Production Phase):

- Proposed street locations and dimensions;
- Proposed lot lines and dimensions;
- Proposed pedestrian connections;
- Building footprints (Model and elevation must be specified);
- Driveway and/or alley placement;
- Wall Plans;
- Wall and Fence locations and heights;

- Adjacent street(s) and open space; and,
- Lot Fit.

Architectural Plans:

- Floor plans with dimensions;
- Elevations for all four sides with dimensions. Material call-outs and depth of recesses or pop-outs should be identified;
- Floor area calculations including 1st floor living area, 2nd floor living area, and garage square footage; and,
- Typical lot for each floor plan indicating building footprint, setback requirements, driveway locations, and sidewalk locations.

Material and Color Package (Maximum Size of Board(s): 11" x 17")

- Noted or color-coded elevations;
- Primary stucco color(s) (manufacturer's printed picture);
- Secondary stucco color(s) (manufacturer's printed picture);
- Accent and trim colors (manufacturer's printed picture);
- Accent material samples (Stone, Brick, Etc.) (Manufacturer's printed picture); and,
- Roof tile (manufacturer's printed picture).

Landscape Plan:

- Typical front yard landscape plans (one plan for each elevation)
- Model complex landscaping;
- Street tree species, size and location;
- Neighborhood entries;
- Planting and fencing details;
- Marketing / community signage;
- Monumentation; and,
- Common open space landscape.

SECTION 8 - DESIGN REVIEW

8.E PLAN CHECK FEES

The following plan check fees shall apply to the design review process:

- Preliminary Concept Site Plan: No fee;
- Initial Full Submittal including: No fee;
- Detailed Development Plan;
- Architectural Plans;
- Material and Color Sample Board;
- Landscape Plan; and,
- Subsequent Submittals (if necessary): \$1,000 per submittal.

Upon review of the submittal, additional fees may be required to cover expenses incurred by the ARC.

8.F DESIGN REVIEW AND APPROVAL PROCESS

The Architectural Review Committee (ARC), established by the Master Developer, shall review each project submittal. Within 10 business days of receipt of a complete submittal, the ARC shall recommend "approved", "approved with conditions", or "denied". Failure to approve is denial. The ARC shall summarize its finding in a written response letter to the Master Developer. The Master Developer shall make the final decision regarding approval of the submittal.

The ARC shall review each submission for the design's commitment to overall community development and adherence to these Design Guidelines. The ARC is not responsible for the review of submissions to determine conformance to any applicable codes and standards established by public agencies.

Submittals that are "Approved" by the ARC may then be submitted to the City of Las Vegas, if required. Submittals that are "Approved with Conditions" or "Denied" shall be revised as necessary and re-submitted to the ARC for approval. All submittals must be approved by the ARC prior to submission to the City of Las Vegas or other public agencies.

8.G ADMINISTRATION

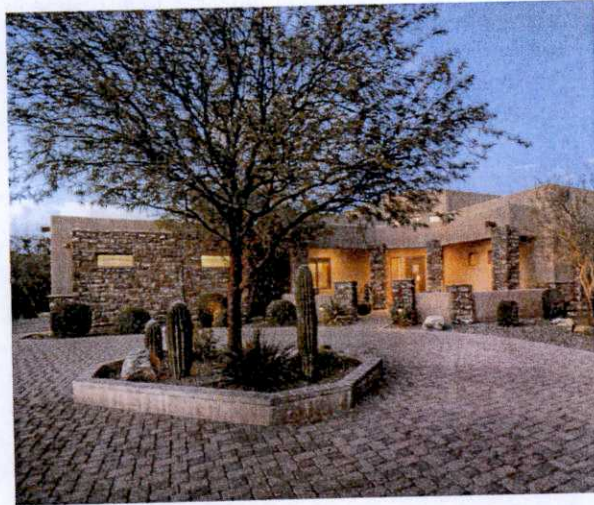
8.G.1 Amendment

The Design Guidelines may be amended from time to time by the Master Developer through the process called out in Section 3.05 in the Sunstone Development

Agreement.

8.G.2 Prevalence of Declaration

In the event of any conflict between the provisions of the Design Guidelines and the Master CC&Rs for Sunstone, the most restrictive shall prevail.



SECTION 8 - DESIGN REVIEW

8.G.3 Miscellaneous

All items submitted during the review process shall become the property of the Master Developer. Changes to the approved plans shall be re-submitted to the ARC for approval and shall clearly identify the revision(s).

8.G.4 Prosecution of Work After Approval

After approval of the final plans by the Master Developer, the construction, alteration or other work described therein shall be commenced and completed in accordance with the rules set forth in these Design Guidelines and the Declarations. The Master Developer or its representative has the right to enter the lot or premises and to inspect the project for compliance with the Design Guidelines or Declarations at any time, without advance notice to the lot owner nor fear of trespass and liability.

8.G.5 Violations

Construction deemed by the Master Developer to be in violation of approved drawings, the Design Guidelines, or the Master CC&Rs shall be corrected as described in the Declarations.

8.G.6 Recordation of Notice

Upon approval of the final plans, the Master Developer shall, upon written request from the applicant, provide a statement of approval.

8.G.7 Rule Making Authority

The Master Developer adopts these Design Guidelines for the purpose of interpreting, applying, supplementing and implementing the provisions of the Master CC&Rs pertaining to the design of site improvements. A copy of the Design Guidelines as from time to time adopted, amended or repealed, shall be maintained in the office of the Master Developer and shall be available for inspection during normal business hours by any

applicant or any architect or agent of any such applicant. It shall be the responsibility of the applicant or architect or agent of any such applicant to inform themselves as to any and all such changes of these Design Guidelines.

8.G.8 Sunstone Community Association Design Review

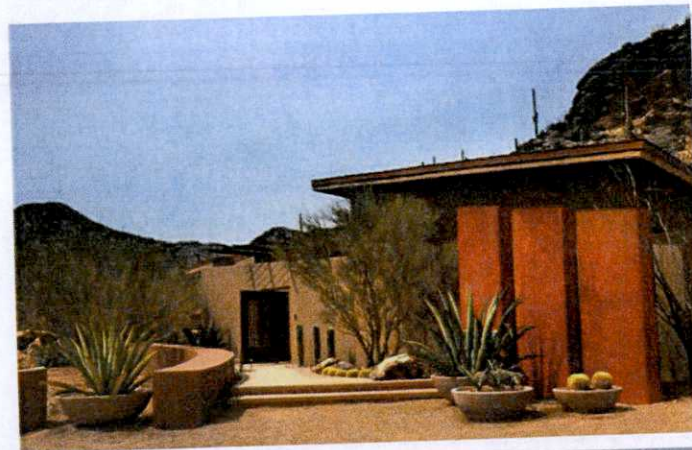
Any subsequent additions or remodels to any home by a private homeowner shall be subject to design review and approval as administered through the Sunstone Community Association. Refer to supplemental Homeowner Design Manual.

8.G.9 Liability of Committee

Provided that the Master Developer acts in good faith, neither the Master Developer nor any representative thereof shall be liable to any applicant or any other person for any damage, loss or prejudice suffered or claimed on account of the review of any plans, specifications or materials. The review and delivery of a form of approval or disapproval is not to be considered an opinion as to whether or not the plans are defective or whether the construction methods or performance of the work proposed therein is defective, or whether the facts therein are correct or meet The City of Las Vegas Building Codes.

8.G.10 Professional Advice

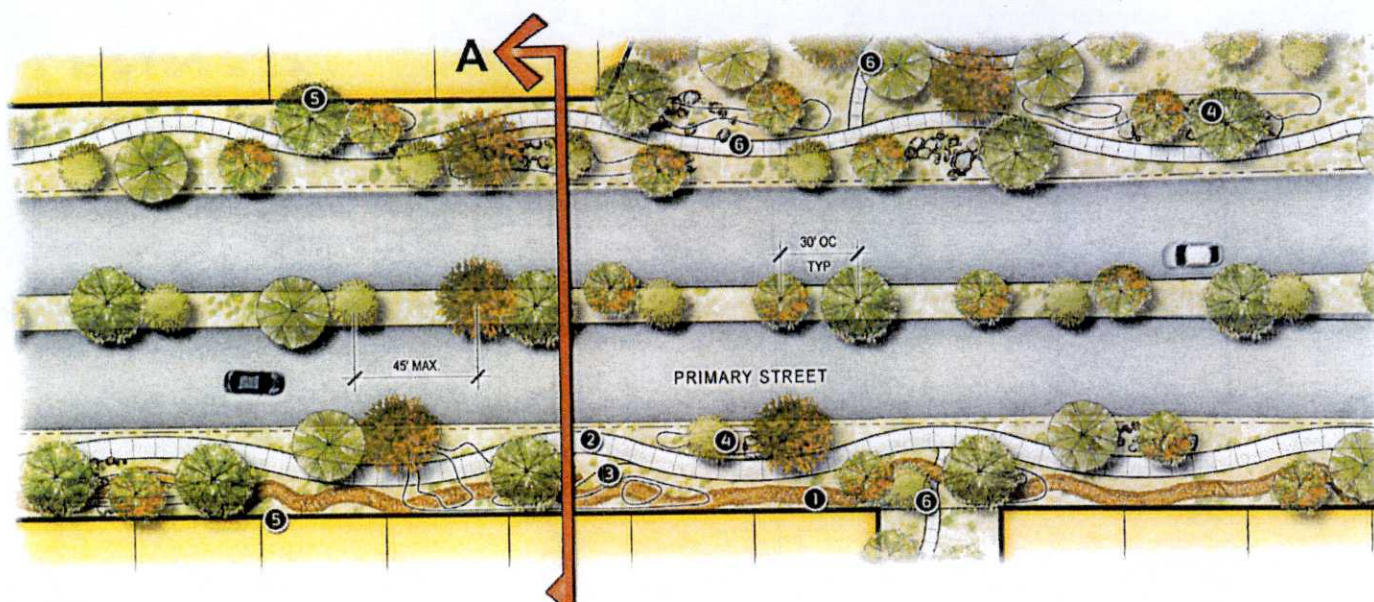
The Master Developer may employ the services of an architect, attorney, land planner, landscape architect or engineer to render professional advice and may charge the cost for services of such a professional to the applicant, but only after the applicant has been informed in advance such compensation shall be so charged.



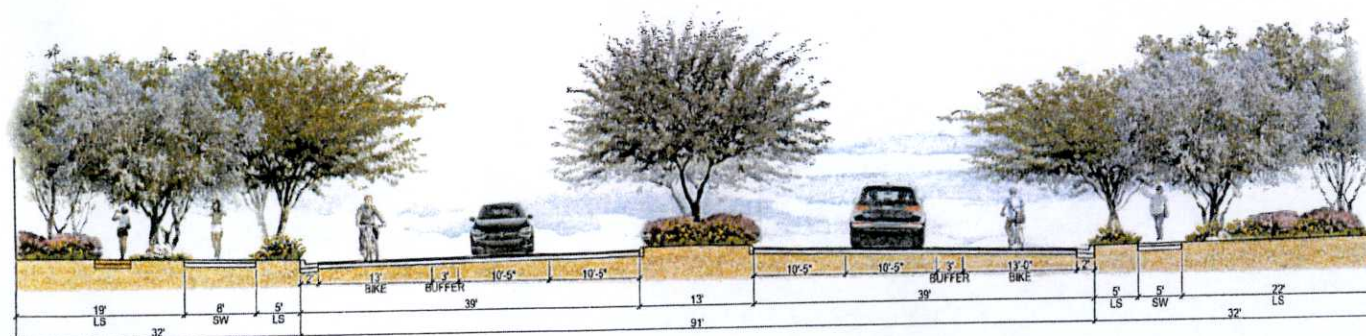
SUNSTONE

Design Guidelines

SCEAST LANDCO, LLC,
a Delaware limited liability company
9275 W. Russell Road, Suite 400
Las Vegas, Nevada 89148
Attention: Robert Johnson, Vice President
Email: robert.johnson@lennar.com



PLAN - PRIMARY STREET



SECTION A - PRIMARY STREET

LENNAR

SUNSTONE

Trails - Primary Street

plan scale 1:20
date: 05.06.19

andersonbaron
plan - design - achieve
50 N. MCCLELLAND DRIVE, SUITE 1
CHANDLER, ARIZONA 85226
PH. 480.899.7956 FAX 480.899.7986



NOTES

LANDSCAPE

STREET FRONTAGE
TREES IN CLUSTERED LAYOUT ON AVERAGE OF ONE (1) TREE PER EVERY 30' LINEAR FEET WITH MAXIMUM SPACE BETWEEN CLUSTERS TO BE LESS THEN 45'. ALTERNATE DRIFTS OF EVERGREEN AND DECIDUOUS TREES IN LAYERS TREE SIZES TO BE A MINIMUM OF THE FOLLOWING:
25% - 24" BOX
40% - 36" BOX
35% - 48" BOX OR LARGER

SHRUBS TO BE PLANTED AS 5-GALLON SHRUBS MINIMUM WITH FIVE (5) SHRUBS PER TREE. GROUND COVERS TO BE 1 GALLON MINIMUM AND USED AS SUPPLEMENTAL PLANTS FOR LOW FLOWERING ACCENTS ALONG INTERSECTIONS AND SVZ'S.

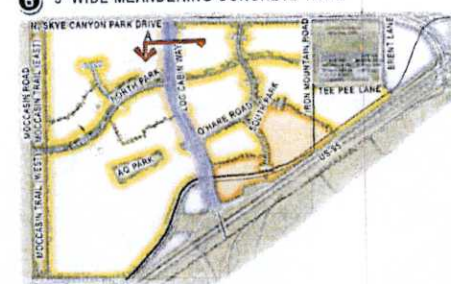
ALL DISTRIBUTED LANDSCAPE AREAS TO RECEIVE A MINIMUM OF 2" DEEP DECOMPOSED GRANITE WITH A SIZE NO LESS THEN 3/4" SCREENED (COLOR TO MATCH ADJACENT NATIVE AREAS)

ALL LANDSCAPE TO BE ON AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

TREES AND SHRUBS TO BE SELECTED FROM APPROVED SUNSTONE PLANT LIST OR SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

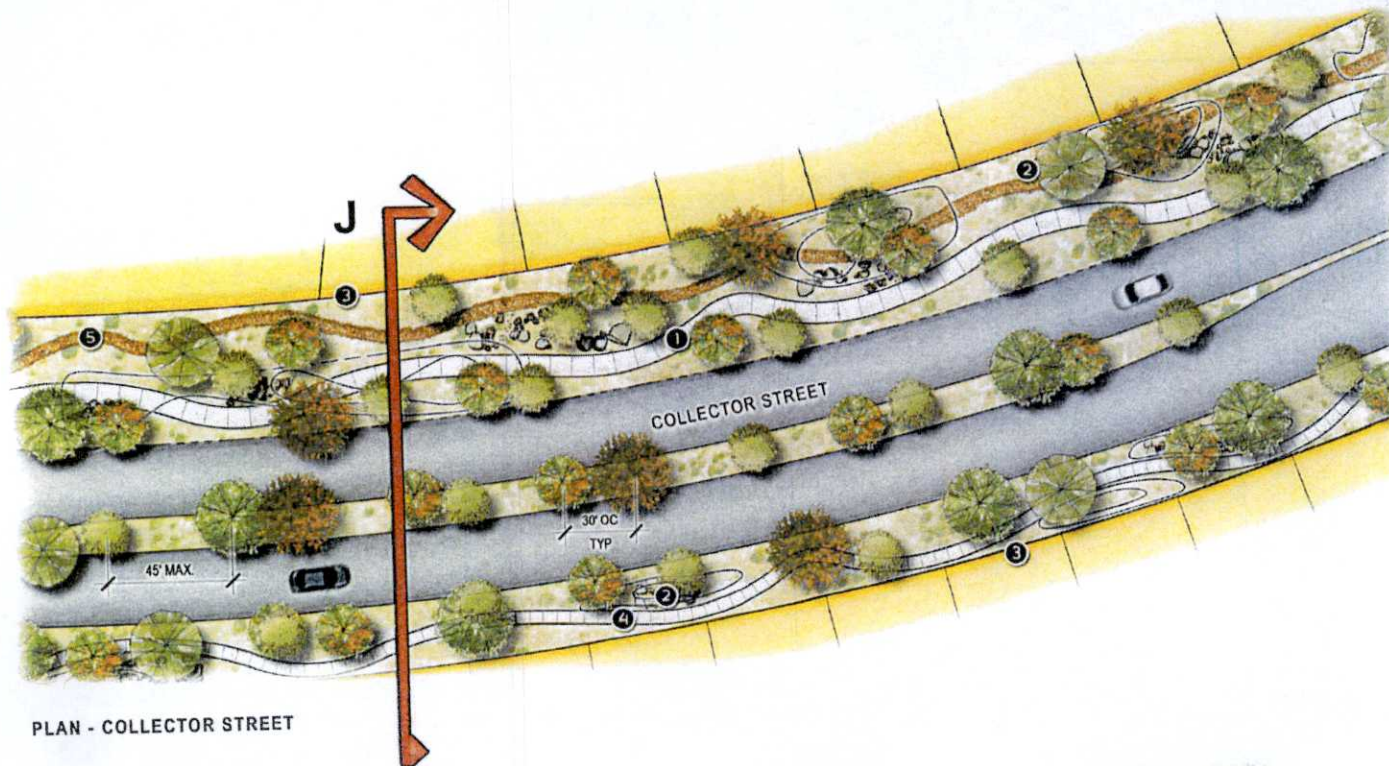
KEYNOTES:

- ① 4' WIDE MEANDERING GRANULAR COMMUNITY TRAIL
- ② 8' WIDE MEANDERING CONCRETE TRAIL
- ③ COMMUNITY TRAIL NODE WITH WAY FINDING AND SEATING
- ④ BERMING & BOULDER OUTCROPPINGS
- ⑤ COMMUNITY THEME WALL
- ⑥ 5' WIDE MEANDERING CONCRETE TRAIL

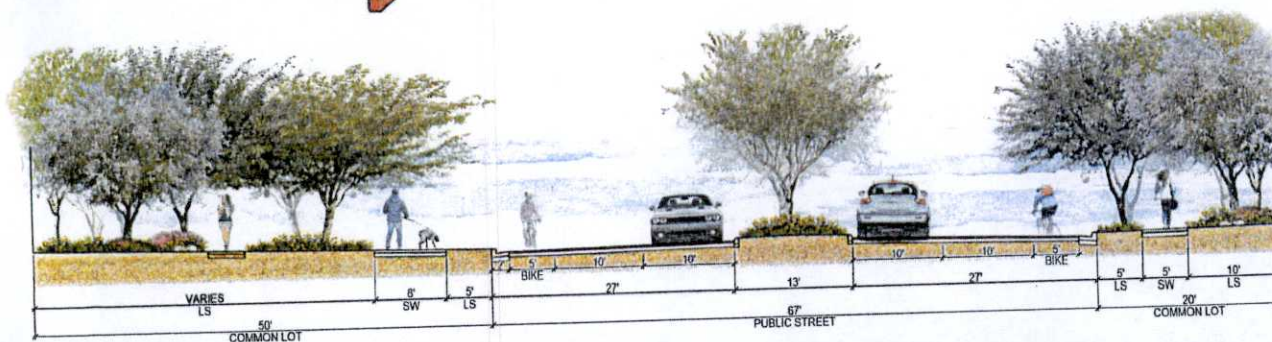


KEYMAP

scale: NTS



PLAN - COLLECTOR STREET



SECTION J - COLLECTOR STREET

LENNAR

SUNSTONE

Trails - Collector Street



NOTES

LANDSCAPE

STREET FRONTAGE
TREES IN CLUSTERED LAYOUT ON AVERAGE OF ONE (1) TREE PER EVERY 30' LINEAR FEET WITH MAXIMUM SPACE BETWEEN CLUSTERS TO BE LESS THEN 45'. ALTERNATE DRIFTS OF EVERGREEN AND DECIDUOUS TREES IN LAYERS TREE SIZES TO BE A MINIMUM OF THE FOLLOWING:
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TREES AND SHRUBS TO BE SELECTED FROM APPROVED SUNSTONE PLANT LIST OR SOUTHERN NEVADA REGIONAL PLANING COALITION REGIONAL PLANT LIST.

KEYNOTES:

- ① 8' WIDE MEANDERING CONCRETE TRAIL
- ② BERMING & BOULDER OUTCROPPINGS
- ③ COMMUNITY THEME WALL
- ④ 5' WIDE MEANDERING CONCRETE TRAIL
- ⑤ 4' WIDE MEANDERING GRANULAR COMMUNITY TRAIL

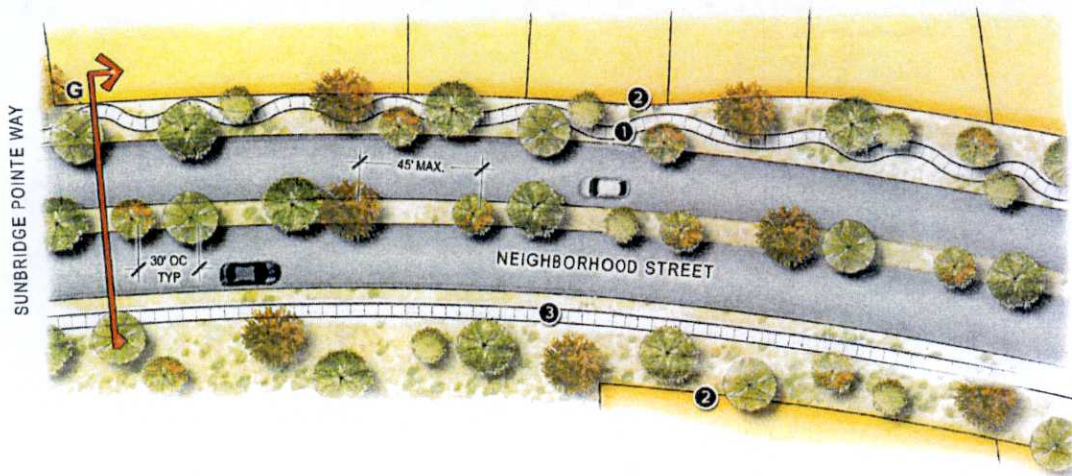


KEYMAP

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plan scale 1:20
date: 05.06.10

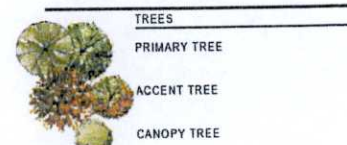
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Chandler, Arizona 85226
PH: 480.699.7956 FAX: 480.699.7960



PLAN - NEIGHBORHOOD STREET



SECTION G - NEIGHBORHOOD STREET



NOTES

LANDSCAPE

STREET FRONTAGE
TREES IN CLUSTERED LAYOUT ON AVERAGE OF ONE (1) TREE PER EVERY 30' LINEAR FEET WITH MAXIMUM SPACE BETWEEN CLUSTERS TO BE LESS THEN 45'. ALTERNATE DRIFTS OF EVERGREEN AND DECIDUOUS TREES IN LAYERS TREE SIZES TO BE A MINIMUM OF THE FOLLOWING:
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TREES AND SHRUBS TO BE SELECTED FROM APPROVED SUNSTONE PLANT LIST OR SOUTHERN NEVADA REGIONAL PLANING COALITION REGIONAL PLANT LIST.

KEYNOTES:

- ① 5' WIDE MEANDERING CONCRETE TRAIL
- ② COMMUNITY THEME WALL
- ③ 5' WIDE CONCRETE TRAIL



KEYMAP

scale: NTS

LENNAR

SUNSTONE

Trails - Neighborhood Street

plan scale 1:20
date: 05.06.19

andersonbaron
plan - design - achieve
50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f. 480.699.7960



Trilogy® Sunstone

Active Adult Parcel Design Guidelines

**SHEA HOMES ACTIVE LIFESTYLE COMMUNITIES
8800 N Gainey Center Dr #350, Scottsdale, AZ 85258**

April 11, 2019

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SECTION 1 PROJECT OVERVIEW

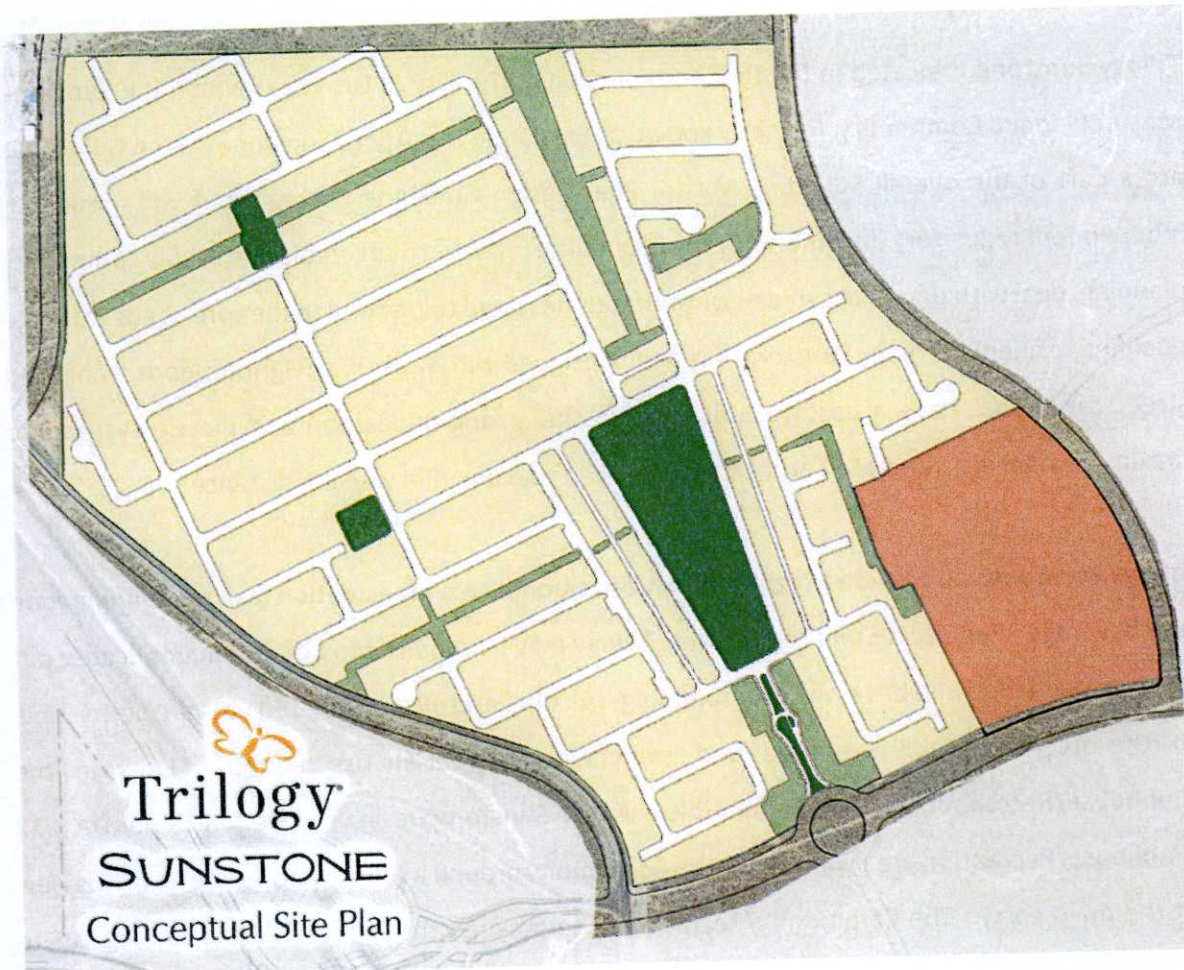
1.1 INTRODUCTION

1.1.1 Community Concept

Trilogy Sunstone is located in the Northern portion of the City of Las Vegas within the Sunstone Master Planned Community, formerly known as Eastland. The Trilogy Sunstone Design Guidelines are a part of the overall Sunstone Master Plan Design Guideline Package, but will remain an independent regulatory document. Trilogy Sunstone reflects a marketable and livable community planning ideal with uncomplicated neighborhoods designed to respond to the core needs of its age qualified residents. Trilogy Sunstone has been designed with walkable neighborhoods, enhanced streetscapes that have a positive influence on the strong pedestrian and bicycle systems to maximize mobility, integrated and accessible open space within walking distance.

Trilogy Sunstone will provide a highly amenitized clubhouse and recreation facility including food and beverage. Per City & State regulations, Trilogy may be required to obtain a liquor license per the proposed food and beverage programming. Alcohol and alcohol-related uses are permissible in the AQ park/clubhouse area and subject to a Special Use Permit. Uses in the Clubhouse/Recreation area are compatible with the Sunstone Design C-2 Standards per DA 3.22 Clubhouse/Recreation area will anchor the Community around a central park at the terminus view at the main entry. The Community/Recreation site must go through the City of Las Vegas Site Development Plan Review process. The central park can be accessed through pedestrian paseo trails throughout the community or adjacent local streets that provide vehicular parking.

Exhibit 1-A
Community Concept Plan

**Exhibit 1-A**

1.2 NEIGHBORHOOD THEME

The Neighborhoods within Trilogy Sunstone form the core of the overall community design and are planned to create a compact pedestrian friendly environment that offers a diversity of housing opportunities. The community will be designed so that residential lots front to the street or back to open space areas directly. Further, residential neighborhoods will have strong linkages to adjacent open spaces and trails. Smaller pocket parks will be tucked throughout the residential

areas and where appropriate at visual termini. Streets and pedestrian pathways will provide connectivity throughout the entire community and will be designed to provide walkable and bikeable connections to other neighborhoods and the community amenities.

A key characteristic of Trilogy Sunstone neighborhood design is that neighborhood layouts promote efficient use of the land and foster a more intense pedestrian experience. Block sizes, open spaces, parks and amenities will be scaled at a walkable, pedestrian scale to encourage accessible connections to all open spaces and amenities.

Neighborhoods within Trilogy Sunstone will include a variety of single residence homes at varying densities, on varying lot sizes and will provide opportunities for attached single residence homes.

1.3 ARCHITECTURE

Building architecture plays an important role in creating the backdrop for the public places and the streetscape within Trilogy Sunstone, but is equally important in establishing the overall community identity. Architecture within the community will promote core architectural values that place strong emphasis on function, durability and visual appeal.

Function: Home designs will be based on simple building blocks and roof forms that have a direct relationship to internal functionality. Homes will be designed with a strong street orientation including porches and front entries designed to foster neighborliness and social interaction among community residents. Shade elements will be thoughtfully integrated to provide protection from the desert sun.

Durability: Building articulation, materials, landscaping and color schemes will have a relationship to the desert southwest and be selected to create a sense of timelessness within the community.

Visual Appeal: Traditional design elements and architecture with a local flavor will be complimented with well articulated public spaces, meaningful front door design, and thoughtful design and material selection for garage doors. Minimal setbacks will be utilized to promote a compact, walkable neighborhood and landscaping will play an important role in creating the overall visual landscape for each home, street and neighborhood. Neighborhoods may include a mix of single story, two story and potentially three story homes to provide diversity in the street façade and within the community.

This approach to architectural direction will apply to all structures, including amenities and non-residential buildings. It is envisioned that this more honest approach to core architectural values will create a unique and refreshing persona for Trilogy Sunstone as well as provide a set of tools for the building designers and architects that allow them to be more respectful to time tested architectural styles.

1.3.1 Architectural Styles.

Architectural styles that are compatible within Trilogy Sunstone include the following:

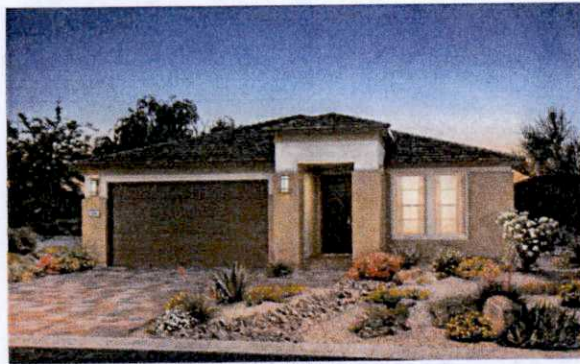
- Bungalow
- Contemporary
- Cottage
- Craftsman
- Farmhouse
- Prairie
- Ranch
- Traditional

Architectural styles that are **not** compatible within Sunstone and are prohibited include, but are not limited to, the following:

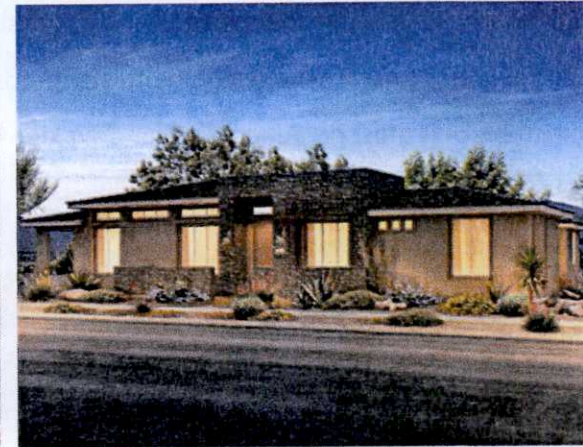
- Barn
- Colonial
- French

- Northern European
- Hacienda
- Mission
- Pueblo/Santa Fe
- Santa Barbara
- Tuscan

Examples of Architectural Approach from other Trilogy projects:







1.4 DESIGN CRITERIA ROLE

1.4.1 Purpose and Applicability

These Design Guidelines are criteria that shall be adhered to per approval of the Trilogy Sunstone Design Review Committee (DRC). The Design guidelines are meant to foster variety and design creativity by parcel developers, builders and their consultants while maintaining harmony within the overall context of the community theme. For purposes of continuity, Designated Builder Parcels will be mapped through the City of Las Vegas, after approval by the Trilogy Sunstone Master Developer Design Review. In cases where the Parcel Developer is required to design their subdivision, these guidelines will assist in maintaining the overall design integrity of the community. Parcel Developers will be required to adhere to the information supplied within the approved construction documents. Any revisions/deviations shall comply with the Sunstone DA Section 3.06. The development standards herein are considered criteria approved for Sunstone that must be adhered to for development.

1.4.2 Supporting Documents

Contents within these guidelines will be used as internal control documents by Trilogy Sunstone Design Review Committee (DRC). These design standards supersede existing Title 19 zoning code requirements except as specified within the Sunstone Development Agreement. Any requests for variances to the laws and regulations of the City of Las Vegas, shall be submitted to the appropriate agency according to established procedures, after written consent from the DRC.

The Trilogy Sunstone Declaration of Covenants, Conditions, Restrictions (CC&Rs) contains legal restrictions regulating the construction and maintenance of improvements within the community. The Declaration and the Design Guidelines are subject to interpretation by the Design Review Committee. The DRC may amend or augment the Design Guidelines to meet specific site or functional requirements in the community consistent with the basic objectives of the DRC.

1.4.3 Responsibility for Review

Neither Trilogy Sunstone nor the DRC assume responsibility for plan review of, or conformance to, applicable local codes or ordinances. The DRC's purpose in plan review is to ensure conformance to the intent of the Design Guidelines and supporting documents. The DRC may augment the architectural standards, not the design standards.

All projects in Trilogy Sunstone require review by the DRC prior to submission to the City of Las Vegas. A DRC approval letter shall accompany all submittals to the City of Las Vegas.

1.5 DEFINITIONS

Active Adult Developer	The owner and developer of one or more Development Parcels for an Active Adult Community within the Community.
Amenities	Club buildings, pools, sport courts, gazebos, benches, or gathering areas meant as an active or passive social or functional focus for a project.
Accessory Structures	Residential detached garages, carports, pool houses, restroom/changing facilities, gazebos, storage buildings, and other detached structures with livable spaces.
Designated Builder	An entity/homebuilder that is improving any buildable area within a Parcel, may also be the applicant.
Community Open Space	Parks and open space outside the boundaries of an individual lot, usually maintained by a third party like a HOA.
Community	Refers to Trilogy Sunstone Community
Designated Builder	An entity/homebuilder that is improving any buildable area within a Parcel, may also be the applicant.
Master Developer	"Master Developer" shall mean SC East LandCo, LLC and their designated representatives including but not limited to the Declarant under the recorded and governing CC&R's.

Multi-Family Development	Residential buildings of more than two units including duplexes, townhouses, condominiums, and apartments. Certain products, such as townhouses, may be reviewed as single family attached developments at the discretion of the DRC.
Neighborhood	A parcel and or subdivision as defined by the community map for residential development.
Neighborhood Wall	A wall within a neighborhood adjacent to roadways or community open space and shared with a residential property line.
Patio Cover	A solid, semi-solid, or open overhead structure that covers a patio or balcony, but does not fully enclose the space.
Pocket Park	A small open space area as designated on a preliminary or final map.
Porch	A fully roofed area, attached to a house and oriented to the street, defined by building walls and guardrails.
Private Street	A privately owned and maintained roadway that provides internal circulation.
Side Loaded Garage	A garage whose doors are angled 45 degrees or more to the road.
Single Family Development	Detached single family homes, zero lot line homes, duplexes (horizontal or vertical), and other single family attached products.
Theme Wall	A wall adjoining a Community Roadway and external community roadways or community open space that is designed to enhance the community theme as defined by the Master Developer.
Trilogy Sunstone Master Developer	"Trilogy Sunstone Master Developer" shall mean Trilogy Sunstone, LLC and their designated representatives including but not limited to the Declarant under the recorded and governing CC&R's.
View Wall/Fence	A full height steel picket fence or 5' maximum steel picket fence on varying block wall.

SECTION 2 SITE PLANNING

2.1 PARCEL PLANNING AND ENGINEERING

2.1.1 Planning Concept

Overview

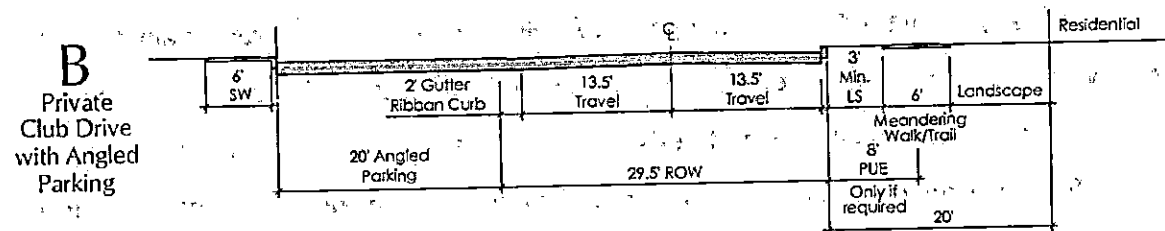
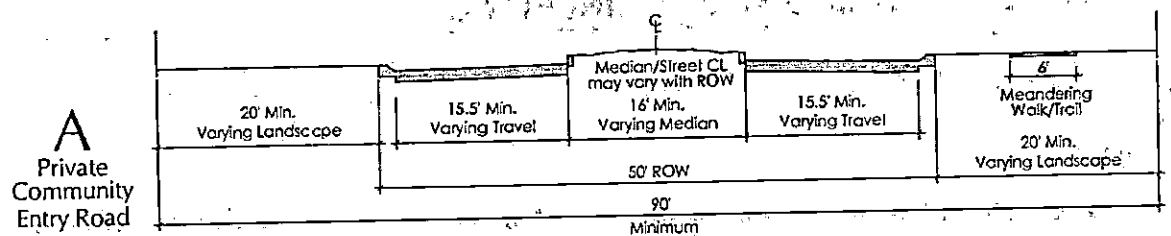
In most cases subdivisions are pre-designed by the Master Developer through the mapping process. In the event that the Parcel Developer and/or Builder is required to prepare any designs, the following guidelines shall be adhered to. These criteria are intended to provide a seamless connection between individual neighborhoods, the rest of the community and the community at large. The following guidelines are required during the neighborhood design process to achieve this relationship:

- Unique site opportunities shall be identified which might influence the spatial organization of the neighborhood, such as adjacency to open space, existing topography, potential views, parcel configuration, etc.
- Architectural and landscape elements found throughout the community should be incorporated into the neighborhood experience.
- Subdivision plans shall be organized to create a strong sense of identity and visual orientation for residents and visitors. Landmarks should be established within neighborhoods through distinctive landscaping or architecture, particularly at mini-park locations or the terminus of vistas.

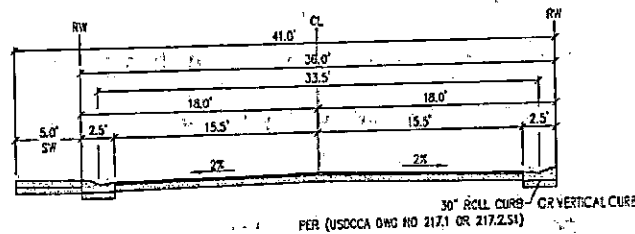
Streets and Pedestrian Systems

The streets within Trilogy Sunstone have been designed not only to function as movement corridors, but also as an important component of the public realm that contribute to the overall sense of place and social life of the community. Neighborhood planning will be closely coordinated with the streetscape design to promote an active and lively street scene. The street system is to be simple, providing uncomplicated access to the various land uses and establishing a strong backbone for landscaping throughout the community. Streets will be visually narrowed

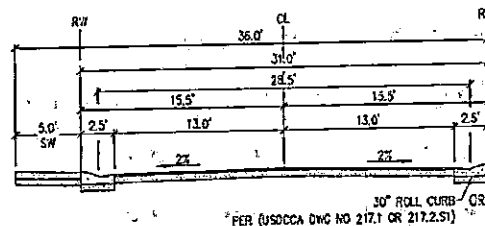
through the use of tree-lined streets and other design elements such as landscape buffering and medians. See the Conceptual Private Community Street Sections below. Exhibit 2-A



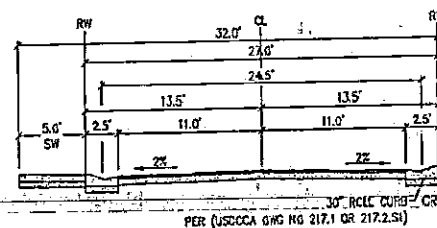
C
Private Residential Street with Parking Both Sides



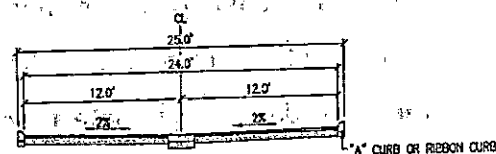
D
Private Residential Street with Parking One Side



E
Private Residential Street with no Parking



F
Private Private Alley Drive Inverted Crown



G
Private Private Alley Drive No Crown

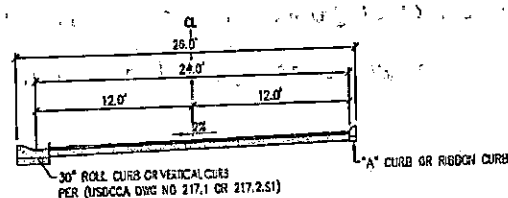
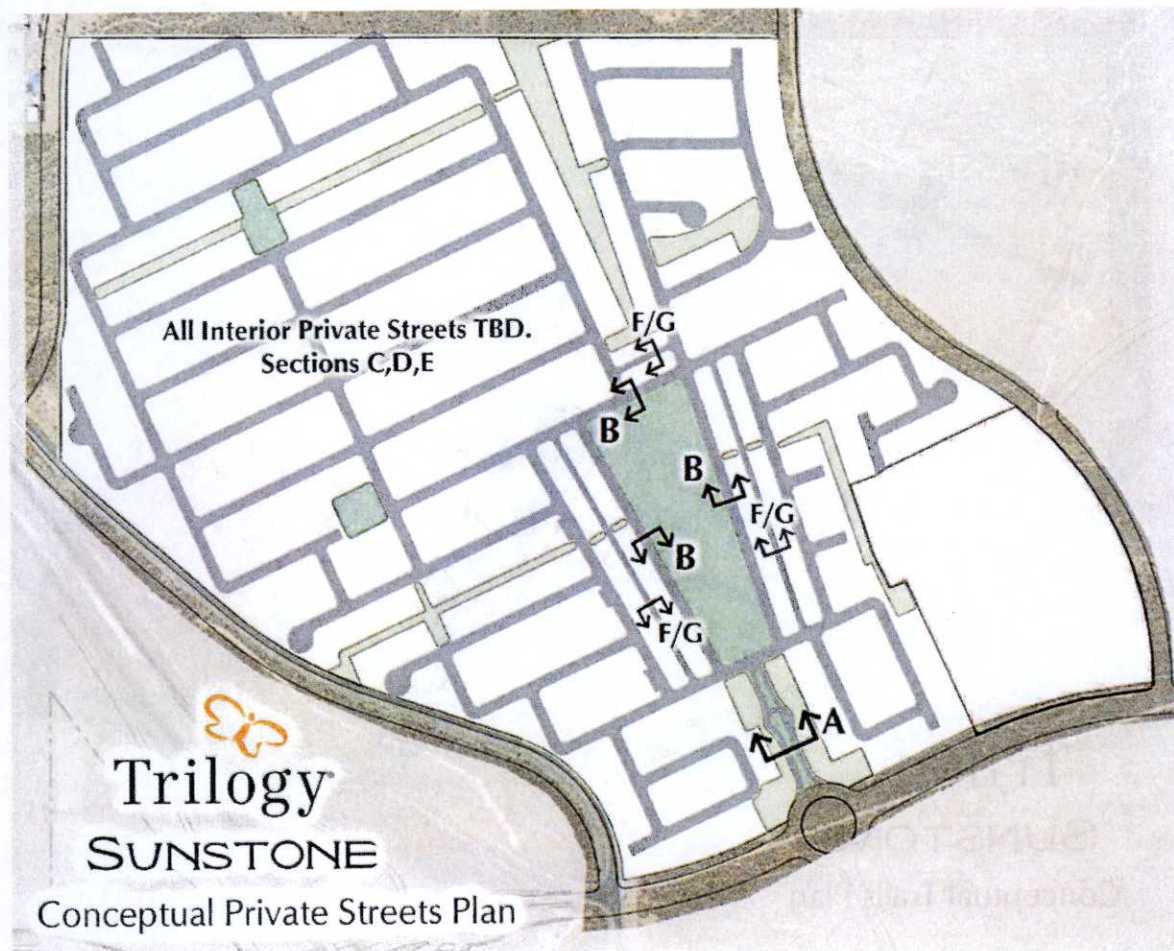


Exhibit 2-B
Conceptual Private Street Location Map



Residential streets are also designed to extend and enrich the open space system and network of pedestrian pathways throughout the community. A comprehensive sidewalk system (in many cases on one side of the street only) is planned and will be interconnected to the off-street pedestrian and bicycle pathways/trails. These pathways are designed to promote walkability and provide an amenity for each neighborhood while forging strong links with surrounding neighborhoods. Refer to the Sunstone Master Plan Design Guidelines for Trail cross sections.

See Exhibit 2-C.

Exhibit 2-C
Conceptual Community Trails Plan



2.1.2 Entries

Community Entries

Community entry features (monumentation, walls, sidewalks, landscaping, etc.) are designed by the Trilogy Sunstone Master Developer to ensure a unique and consistent theme for the community. These entries will be maintained by the Community Association or other appropriate entity.

2.1.3 Grading and Drainage

Parcel developers shall meet existing grades at all perimeter property lines, perimeter rights of way, and lot lines. Retaining walls may be required to accommodate grade differentials. All parcel grading and drainage shall be constructed per the pre-determined designs and coordinated with the Master Developer's engineer of record, previously approved or generated hydrology studies and master grading/drainage plans for the Community.

All grading shall be compacted to the density required by the geotechnical report.

Grading beyond parcel boundaries by the Parcel Developer is not allowed unless approved by the Trilogy Sunstone Master Developer. Any damage to areas outside the Parcel Developer's development parcel caused by their construction activity shall be repaired at the Parcel Developer's/Builder's cost.

Grading next to the parcel boundary along community parkways and community open space shall reinforce the natural topography of the community consistent with approved grading and/or landscape design/drawings. Straight graded, engineered looking slopes are not allowed.

The Parcel Developer is responsible for all fill material, grading including import or export as required, and retaining walls required as part of their parcel grading/construction operations within Community Association common lots within their Parcel. The Parcel Developer is

responsible for adherence to all local, State and Federal regulations and requirements including but not limited to, dust and erosion control, delineated waterways (404) and any and all other regulatory permits. Parcel Developer will gain approval from the Master Developer to place dirt on Community Association tracts (that generated from their grading and/or homebuilding operations). The Parcel Developer will also remove any of that excess dirt placed in Community Association areas as a result of such grading/construction operations when directed to do so by the Master Developer, at the Parcel Developer's sole cost.

2.1.4 Utilities

All electric service, telephone, and cable television lines shall be installed underground. Accommodations for gas appliances and space and water-heating shall be provided by the Designated Builder. Above-ground utility appurtenances shall be located outside of parcel, neighborhood or subdivision entries and screened as required.

2.2 SINGLE FAMILY RESIDENTIAL DEVELOPMENT

2.2.1 Overview

Layout of lots for Parcels, Neighborhoods or Subdivisions have been predetermined and processed through the City of Las Vegas and approved by the Master Developer. Plotting of structures should emphasize diversity and scale along the street, minimizing the monotony often seen in subdivision design. Diversity and scale achieved through creative planning techniques such as varied setbacks and building massing, recessed and side-on garages, and enhanced corner lot treatments are required. In all cases, Designated Builders are required to maintain the minimum setback criteria as outlined in Exhibit 2.2.1 (Residential Development Standards)

Residential Standards

Standard	Sunstone R-1 Standards
Housing Types	Single Family Detached
Sunstone Land Use Category	L, ML
Minimum Lot Size s.f.	4,500
Dwelling Units per Lot	1
Min. Lot Width	40'
Minimum Setbacks All setbacks measure from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas site visibility requirements. Non-livable encroachments no more than 24" in depth consisting of non-livable architectural projections are permitted into the front setback.	
Main Building	
Front (measured from sidewalk)	14' to single story Living, Porch or Attached Side Entry Garage elements (May be reduced to 10' at single-story living or porch for 30% of building on a maximum of 25% of product, subject to ARC approval). 20' to second story elements 20' to face of front entry garage door
Side	5'
Corner Side	8' to ground level Porch to roof overhang 10' to Living from sidewalk or 5' from common element
Rear	10'
Detached Accessory Structure (Single-Story only; including Casita* & Detached Side-Entry Garages)	
Front	14' (May be reduced to 10' for 30% of building on a maximum of 25% of product, subject to ARC approval).
Side	5' to single story element (14' maximum height)
Corner Side	10'
Rear	5' to single story element (14' maximum height)
Min. Separation to Main Building	6'
Size and Coverage	The associate maximum total lot coverage in which detached accessory structures shall adhere to shall be a maximum of 60%.

Rear Patio Cover, Sundeck, or Balcony

A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.

A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.

A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.

Rear	5' to post or edge of patio cover 3' to roof overhang 15' to post or edge of sundeck or balcony (may be reduced to 10' at perimeter edge with average 15' typ.) 13' to roof overhang of sundeck or balcony (may be reduced to 8' at perimeter edge with average 13' typ.)
Side	5' to post or edge of patio cover, sundeck or balcony
Corner Side	10' to post or edge of patio cover, sun deck or balcony 8' to roof overhang (2-story element) 8' to roof overhang (single story element)
Courtyard Walls	
• Front	5' Setback
• Side	5' Setback
• Corner Side	5' Setback
Max Lot Coverage (The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway, not including utility easements, is subtracted)	60% or less (includes detached structures and garage area)
Max. Building Height	Main Building 3 Stories max. (Front/rear wall planes must be offset, box on box not allowed) 35' max. height
Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof)	Accessory Structure 14' maximum (single-story only)
Parking	2 unimpeded spaces per unit within an enclosed garage
Landscape Buffers and Turf Limitations	Living Turf is prohibited in front yards Living Turf is restricted to 50% in rear yards Adjacent to Right of Way: 6' or building setback, whichever is less
• Minimum Zone Depths	
Walls and Fences	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building.

Courtyard Walls	
Maximum Height	4'-6" (3' Solid wall + 18" iron). Pilasters one course above wall
Perimeter and Retaining Walls	
- Max. Overall Height - Perimeter Wall Height - Max. Retaining Wall Height - Max. Pilaster Height - Contrasting Material	12' Exterior – 14' Interior 6'-8' 6' Exterior – 8' Interior - One course above wall 20%
Perimeter and Retaining Walls Standard Stepback	
- Max. Primary Wall Height - Max. Secondary Wall Height - Min. spacing between wall sections – Inside Dimensions - Max. Pilaster Height - Min. spacing between wall sections – Outside Dimensions	6'-12' Exterior / 6'-14' Interior 4' 4' - One course above wall 5'

*Casita may include kitchenette in which no oven and cook-top are provided.

Street Presence

Homes will be designed as distinctive buildings that compose, as a group within an individual block, a cohesive street presence. Homes must be well detailed and articulated, and will incorporate the following design concepts:

Front Elevations

Front elevations must incorporate a combination of the following design elements sufficient to achieve the overall architectural design goals of Function, Timelessness and Visual Appeal:

- Front elevation outdoor living spaces, such as a front porch, patio or entry courtyard.
- Traditional roof forms such as sloping roofs with gables, and hips and dormers that respect regional architectural heritage.
- A signature architectural or design element that provides unique identity to the home, such as a focal front entry, detailed window treatment and articulation, or unique garage door design or treatment.

Rear Elevations

- Rear elevations adjacent to streets or community open space areas shall include articulation to the building mass that consists of a minimum of one of the following:
 - Roof elements must be consistent in design with the main portion of the building.
 - Covered patio with a roof treatment consistent in design with the main portion of the building.
 - Principal or feature window.
- Two-story rear elevations next to streets or community open space shall have architectural treatments consistent with the front elevation.
- Door and window openings are required on rear elevations and shall be articulated.

Corner Lots

- Homes on corner lots must be sited and designed to present an attractive elevation to both street frontages employing design strategies that include house massing and architectural detailing.
- Perimeter wall fences on corner lots that encompass part of the side yard shall not be closer than 20 feet to the front elevation and be consistent with the Neighborhood Wall and/or Theme Wall as approved by the DRC and/or Master Developer.
- A landscape area is required between a perimeter wall fence on a corner lot and the adjacent public sidewalk and street.

Terminus Lots

Homes on lots that terminate streets or view corridors should be designed to take advantage of site specific conditions and should be particularly well composed.

Garage Treatment

Garage doors are an architecturally important element of the home. Design treatments such as stepping back garage doors from the main front elevation, splitting up garages,

articulating garage doors, and creatively addressing where cars are parked can help minimize the dominance of the garage, but also incorporate the garage as a meaningful component of both the building and the streetscape.

- The architectural design of garage doors must contribute to a visually interesting street frontage.
- Garage door treatments must reflect the architectural style of the home.
- A variety of compatible garage door designs must be utilized throughout an individual neighborhood block to contribute towards streetscape diversity.
- All garage doors must be recessed a minimum of 6" from the face of the exterior of the garage wall. Pop outs may not be used to achieve the 6" recess.
- No more than three garage doors may face the street per unit, although one may be a two-car garage door. Additional garages must be side loaded or set behind the front façade of the home.

Driveways

The following criteria shall apply:

- Driveways serving two-car front loaded garages or any side-loaded garage are limited to 18 feet in width measured from property line to garage door or from back of sidewalk to garage door, from apron to garage door which could include an 8' PUE.
- Driveways serving three-car front loaded garages or larger are limited to 24 feet in width.
- Front loaded driveways shall be set back from side property lines by a minimum of six feet (6').

Driveway Enhancement Requirements

Driveways serving all single family residential homes may be enhanced. Upon approval of the DRC enhancement options may include exposed aggregate, stained or integral color,

contrasting bands or textures, stamped concrete, paving blocks, planting cutouts, or similar treatments. Decorative scoring is encouraged but is not considered an enhancement by itself. Salt finish gray concrete is also not an enhancement.

Variation and Diversity

- Each block shall contain a variety of floor plans and building elevations to create a diverse streetscape. A minimum separation of at least one lot should be maintained for any model with similar elevation, colors or materials. A minimum of three different floor plans and three different architectural styles must be offered for each product line.
- A mix of materials, colors and façade treatments shall be employed within each residential neighborhood block. A minimum of three distinct color schemes must be offered for each architectural style.

Roof Forms

A variety of roof forms and roof materials will be used within each block length to promote diversity within the streetscape. Roof forms should be functional and purposeful in design.

- A wide variety of roof materials is encouraged. Roof materials such as flat concrete tile, standing seam metal roofs, and barrel tile are encouraged. A minimum of two different roof tile options in at least two different color schemes must be offered for homes with tile roofs.
- Roof pitches should range from 3:12 to 6:12 and rake and eave overhangs must be a minimum of 12". Note: lesser rake and eave overhangs may be approved by DRC if the proposed detail matches the architectural style of the home and is acceptable to local jurisdictional requirements.
- Parapets may be approved by DRC if appropriate to the architectural style of the home. Roof pitches behind parapets, as long as they are not visible

from the ground and are compliance with local jurisdictional requirements, may be reduced.

- Rooftop equipment is not allowed in single-residence structures (except for photovoltaic and solar systems) and must be architecturally integrated within the volume of the building.
- Photovoltaic and solar systems should be integrated into the roof or building form through color, pitch or distance above the roof surface.

Building Height and Massing

Building height and massing must be designed to reinforce a cohesive and visually interesting streetscape by incorporating the following design techniques.

- Changes in volume, building plane, sloping roofs or porches should be used to reduce the perceived scale of the structure.
- Basic architectural shapes and volumes, and uncluttered architectural details are encouraged.

Building Materials and Color

- Building materials and colors should reflect the architectural character.
- Variety in building materials and colors is encouraged within a neighborhood, but should also compliment the natural desert environment. A minimum of three distinct color schemes must be offered for each architectural style.
- A simple and harmonious application of materials is encouraged. Materials changes should occur when there is a change in volume or plane, or other logical change.

2.3 MULTI-FAMILY DEVELOPMENT

Trilogy Sunstone will incorporate a variety of attached residential products. They include a Duplex and a 3 story Vertical Duplex Condos. **See Below.**



2.3.1 Development Standards

Development Standards for Multi-Family Developments shall conform to the Trilogy Sunstone Design Guidelines, Section 2.3.1 of this document.

Standard	Trilogy Sunstone R-TH Standards
Housing Types	Single Family Attached
Sunstone Land Use Category	MLA
Minimum Lot Size s.f.	1,280
Dwelling Units per Lot	1
Min. Lot Width	20'
Min. Lot Depth	NA
Minimum Setbacks All setbacks measure from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas site visibility requirements. Non-livable encroachments no more than 12" in depth consisting of non-livable architectural projections are permitted into the front setback.	
Main Building	
Front	<u>From Interior Street, Paseo or Common Open Space</u> 5' to Porch 8' to Single-Story Living 5' max. or 18+ min. to face of Front Entry Garage Door <u>From Court St. or Drive Aisle</u> 5' to Second Story Living over Garage 5' to Porch 10' to Single Story Living 10' to Second Story Living 5' max. or 18+ min. to face of Garage Door
Side	0' at common wall 5' at building end wall
Corner Side	5'
Rear	<u>Rear Yard with No Alley</u> 5' <u>Rear Yard from Alley</u> 5' max. or 18+ min. to face of Garage Door

Detached Accessory Structure (Single-Story only; including Casita* & Detached Side-Entry Garages)	
Min. Separation to Main Building	6'
Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit
Rear Patio Cover, Sundeck, Balcony A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground. A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground. A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.	
Rear	5' to post or edge of sundeck or balcony
Side	5' to post or edge of sundeck or balcony
Corner Side	5' to post or edge of sundeck or balcony
Courtyard Walls - Interior Street - Court Street, Drive Aisle or Parking - Paseo or Common Open Space - Parcel Boundary Adjacent to Perimeter Street - Adjacent Parcel PL	2' Setback 2' Setback 0' Setback 10' 10' 10'
Min. Distance Between Buildings (PPrimary Walls are those walls which contain the primary glazing and/or private outdoor space per unit. All other elevations are considered Secondary Walls.)	10'
Max Lot Coverage (The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway, not including utility easements, is subtracted)	95%
Max. Building Height Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof)	Main Building 3 Stories max.; 45 feet max. (Front/rear wall planes must be offset, box on box not allowed) Accessory Structure 14' maximum (single-story only)
Parking	1 unimpeded space per dwelling unit, plus 1 guest parking space per 6 units. In neighborhoods where 5' driveways are proposed, additional off-street parking must be provided, subject to ARC review and approval.

Landscape Buffers and Turf Limitations • Minimum Zone Depts • Parking Lot Screening	Adjacent to Right of Way: 6' or building setback, whichever is less Screening from adjacent roadways shall be provided
Walls and Fences	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building.
Courtyard Walls • Maximum Height	4'-6" (3' Solid wall + 18" iron). Pilasters one course above wall
Perimeter and Retaining Walls • Max. Overall Height • Perimeter Wall Height • Max. Retaining Wall Height • Max. Pilaster Height • Contrasting Material	• 12' Exterior – 14' Interior • 6'-8' • 6' Exterior – 8' Interior • One course above wall • 20%
Perimeter and Retaining Walls Standard Stepback • Max. Primary Wall Height • Max. Secondary Wall Height • Min. spacing between wall sections – Inside Dimensions • Max. Pilaster Height • Min. spacing between wall sections – Outside Dimensions	• 6'-12' Exterior / 6'-14' Interior • 4' • 4' • One course above wall • 5'

2.3.2 Parcel Open Space

Parcel Developers shall submit an amenity package to the DRC for review and final approval. The submittal shall stipulate the quantities and locations of all amenities such as but not limited to recreational buildings, swimming pools, sports courts, gazebos, grills and picnic areas. All pocket parks will have passive and/or active open spaces, and may include open turf areas and high desert planting. See **Section 3 Landscape** for landscape requirements.

Parking and Driveways

2.3.3 Driveways

Driveway extensions are permitted on a very limited basis and must be submitted to the Design Review Committee for review and approval. Parking pads are not permitted in any case.

2.3.4 Parking

1 unimpeded space per dwelling unit, plus 1 guest parking space per 6 units. In neighborhoods where 5' driveways are proposed, additional off-street parking must be provided, subject to DRC review and approval.

Architecture

2.3.5 Architectural Screening, Shade Devices

Screens and shade devices must appear as an integral part of the building elevation even though they may be installed after the building is completed or occupied. Materials must complement the architecture of the home and the Neighborhood. Awnings, colored window shading, steel or plastic shutters or wall mounted shading devices (inside or out) are not permitted unless part of the Architectural drawings submitted by the Parcel Developer and/or Builder and approved by the DRC. Window screening is permitted; however, screen fabric must be dark brown or black or a neutral color with the frame painted to match color of the home. Most screening and shading needs can be handled with properly placed landscape materials. Window treatments must be of neutral backing. Sheets, paper, foil or other reflective material are not permitted. Window decals of any sort are not permitted, excluding one small security decal.

2.3.6 Patios and Courtyards

Patios and courtyards should be designed as an integral part of the architecture of the home so they can be shaded and protected from the sun by the walls of the home.

Patio covers shall meet or exceed original standards as designed and installed by the Builder or Declarant. Colors, material and texture must match the existing body of the home.

2.3.7 Ramadas and Gazebos

1. All ramada and gazebos must be detached from the existing home.
2. The height and size of any ramada or gazebo shall be approved by the DRC.
3. To ensure an open, airy appearance, no side of any ramada or gazebo may exceed twenty-five percent (25%) residential construction materials. In other words, at least seventy-five percent (75%) of each side must be open.
4. All ramadas and gazebos shall be constructed of stable, non-deteriorating materials and shall be compatible with the design, color and materials of the home. All plans must be submitted to the Design Review Committee for approval.

SECTION 3 LANDSCAPE

3.1 GENERAL LANDSCAPE

3.1.1 Landscape Character

The landscape character envisioned for Trilogy Sunstone Community supports the high desert theme and vision. Landscape for the community consists of a balanced blend of lush and high desert appropriate plant materials arranged in formal and informal patterns along straight and meandering sidewalks, with emphasis on shade and color along the street. Neighborhood entries will be highlighted by unique portal elements framed by large shade trees. Theme walls will be designed to complement both a traditional and modern aesthetic and will incorporate elements reminiscent of classic neighborhoods. Individual homebuilders will incorporate this character into individual neighborhood landscape themes.

Private Residential Landscaping

A diversity of plant materials is encouraged on private residential lots. Landscapes will include a variety of high desert appropriate plants to provide seasonal color, texture, shading, foliage interest and screening capabilities. Trees within front yards should be located to maximize canopy coverage and shade potential.

Park Landscaping

Landscaping in parks, open spaces and pedestrian trail areas shall include turf, a diversity of high desert appropriate plants materials and strategic use of trees to create nodes of shade. Turf should be used only where functionally appropriate for recreational fields, useable open spaces and as a complement to shaded nodes.

Groundcover

All exposed and unpaved natural soil within developed areas will be planted with turf, hydroseed, groundcover or covered with decomposed granite. Turf will be sensitively used in deference to the high desert environment, but may be strategically used as part of

the community streetscape and at community entries as well as within both passive and active open space and recreation areas.

Open Space/Right of Way/Pocket Park Furniture

Benches, trash receptacles, shade structures, landscape lighting and paving materials will contribute significantly to the character and amenity of the public environment. These elements will be incorporated where appropriate along community streets and in public areas. A consistent style of public streetscape elements will be used throughout Sunstone to reinforce the overall community theme.

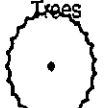
3.1.2 Plant Materials List

The following plants are approved for use in all neighborhoods/parcels and are subject to specific characteristics due to cold tolerance, soil conditions, or other special microclimatic needs. Others may sunburn in certain exposures. Parcel Developers and Builders should review the use of all plants with a knowledgeable professional or consult appropriate reference material. Plants not on this list must be submitted to the DRC for approval. The Design Review Committee reserves the right to refuse any plant material that, in their discretion, will not be compatible with the Trilogy Sunstone Community image or is not beneficial to the environment. Some plants are inappropriate to the environment because they are potentially destructive to the native species.

The following plants are approved for use in all areas throughout Trilogy Sunstone:

Dalbergia Sisso Trees are not permitted.

PLANT MATERIALS LEGEND

Sym.	Plant Name	Size	Sym.	Plant Name	Size	Sym.	Plant Name	Size
Trees			Shrubs			Accents/Cacti		
	<i>Acacia aneura</i> Mulga Acacia	36" Box		<i>Ericameria laricifolia</i> Turpentine Bush	5 gal.		<i>Hesperaloe parviflora-red</i> Red Yucca	5 gal.
	<i>Acacia formosiana</i> Sweet Acacia	36" Box		<i>Ilex vomitoria rana</i> Dwarf Yaupon Holly	5 gal.		<i>Hesperaloe parviflora-yellow</i> Yellow Hesperaloe	5 gal.
	<i>Chilopsis linearis</i> Desert Willow	36" Box		<i>Justicia californica</i> Chuparosa	5 gal.		<i>Muhlenbergia capillaris 'White Cloud'</i> White Cloud Muhly Grass	5 gal.
	<i>Oleña tesata</i> Ironwood	48" Box		<i>Justicia californica 'Yellow'</i> Yellow Chuparosa	5 gal.		<i>Opuntia engelmannii</i> Engelmann's Prickly Pear	5 gal.
	<i>Parkinsonia hybrid 'Desert Museum'</i> Desert Museum Palo Verde	24" Box		<i>Larrea tridentata</i> Creosote	5 gal.		<i>Pedilanthus bracteatus</i> Tall Slipper Plant	5 gal.
	<i>Parkinsonia florida</i> Blue Palo Verde	36" Box		<i>Rosmarinus officinalis 'Tuscan Blue'</i> Upright Rosemary	5 gal.		<i>Pedilanthus macrocarpus</i> Lady's Slipper	5 gal.
	<i>Parkinsonia microphylla</i> Foothills Palo Verde	48" Box		<i>Russelia equisetiformis</i> Coral Fountain	5 gal.		<i>Penstemon parryi</i> Peny's Penstemon	1 gal.
	<i>Phoenix dactylifera</i> Date Palm	16'		<i>Salvia chamaedryoides</i> Germantown Sage	5 gal.		<i>Penstemon superbus</i> Superb Penstemon	1 gal.
	<i>Prosopis glandulosa 'Maverick'</i> Thornless Texas Honey Mesquite	36" Box		<i>Salvia clevelandii</i> Chaparral Sage	5 gal.		<i>Penstemon thurberi</i> Thurber's Penstemon	1 gal.
	<i>Prosopis velutina</i> Native Mesquite	24" Box		<i>Simmondsia chinensis</i> Jojoba	5 gal.		<i>Yucca baccata</i> Banana Yucca	5 gal.
	<i>Quercus virginiana 'Cathedral Oaks'</i> Cathedral Oak	48" Box		<i>Sphaerolceea ambigua</i> Globe Mallow	1 gal.		<i>Yucca brevifolia</i> Joshua Tree	5 gal.
				<i>Tecoma alata 'Orange Jubilee'</i> Orange Jubilee	5 gal.		<i>Yucca elata</i> Spadeflower Yucca	5 gal.
Sym.	Plant Name	Size				Sym.	Plant Name	Size
Shrubs			Groundcovers and Vines					
	<i>Ambrosia deltoidea</i> Triangle Leaf Bursage	1 gal.		<i>Agave elaeagnifolia</i> Tropical Agave	5 gal.		<i>Chrysanthemum mexicanum</i> Damianita	1 gal.
	<i>Berlandiera lyrata</i> Chocolate Flower	1 gal.		<i>Agave weberi</i> Blue Agave	5 gal.		<i>Eremophila globosa</i> Mingnew Gold	5 gal.
	<i>Buddleia marrubifolia</i> Woody Butterfly Bush	5 gal.		<i>Ala x 'Blue Elf'</i> Blue Elf Aloe	5 gal.		<i>Gazania rigens leucolaena 'Sun Gold'</i> Trailing Yellow Gazania	5 gal.
	<i>Calliandra californica</i> Red Fairy Duster	5 gal.		<i>Asclepias subulata</i> Desert Milkweed	1 gal.		<i>Hymenoxys acutis</i> Angelita Daisy	5 gal.
	<i>Calliandra eriophylla</i> Pink Fairy Duster	5 gal.		<i>Carnegiea gigantea</i> Saguaro	10' Min.		<i>Lantana camara 'Dallas Red'</i> Dallas Red Lantana	5 gal.
	<i>Canotvulus erianthus</i> Bush Morning Glory	5 gal.		<i>Dasylirion wheeleri</i> Desert Spoon	5 gal.		<i>Lantana montevidensis 'White'</i> White Lantana	5 gal.
	<i>Dalea frutescens</i> Black Dalea	5 gal.		<i>Echinocactus grusonii</i> Golden Barrel Cactus	5 gal.		<i>Melampodium leucanthum</i> Blackfoot Daisy	1 gal.
	<i>Dadonaea viscosa</i> Hop Bush	15 gal.		<i>Echinocereus engelmannii</i> Hedgehog Cactus	5 gal.		<i>Myoporum parvifolium 'Pink'</i> Dwarf Myoporum	5 gal.
	<i>Encelia farinosa</i> Brittlebush	5 gal.		<i>Euphorbia antisyphilitica</i> Candelilla	5 gal.		<i>Setcreasea pallida</i> Purple trailing Heart	1 gal.
	<i>Ephedra trifurca</i> Mormon Tea	5 gal.		<i>Euphorbia biglandulosa</i> Copper Plant	5 gal.		<i>Teucrium chamaedrys</i> Germantown	5 gal.
	<i>Eremophila maculata 'Valentine'</i> Valentine Shrub	5 gal.		<i>Euphorbia tirucalli 'Sticks on Fire'</i> Fire Sticks	5 gal.		<i>Bougainvillea 'La Jolla'</i> Bougainvillea	5 gal.
				<i>Ferocactus wislizenii</i> Fishhook Barrel Cactus	bare root			
				<i>Fouquieria splendens</i> Ocotillo	min. 8 cones			

3.1.3 Decomposed Granite

The granite color utilized in the Trilogy Sunstone Community is Vista Vista Express, three-quarter inch (3/4") screened, available from Vista Landscape at 702-565-6611.

3.1.4 Irrigation

Automatic irrigation systems are required for all common area and/or lot planting areas.

Peak flow demands shall be based on applying peak weekly irrigation requirements in six (6) hours (12:00am-6:00am). Design shall be based on available static pressure minus ten percent (10%) for fluctuations.

Areas requiring overhead spray shall be minimized and shall be restricted to turf and flowerbeds. All other areas must use drip irrigation.

Spray heads next to roadways and walkways must have low angle (10%) nozzles. Large radius rotor heads (25-foot radius or greater) are not allowed next to roadway or walkway edges. In all applications, overhead irrigation heads may not throw water directly onto any roadway, walkway, or paved surface.

All spray heads (15-foot radius or less) shall be spaced no further than forty-five percent (45%) of the spray diameter to account for area wind conditions. Spacing for large radius rotors (25-foot radius or greater) shall not exceed fifty percent (50%) of the spray diameter.

Spray irrigated areas shall be a minimum of ten feet (10') wide when adjacent to roadways and a minimum of six feet (6') wide in other use areas.

Drip Irrigation

The minimum quantity of emitters per plant should be in accordance with the following table. Some variation may occur due to differences in water demand between plant materials.

Plant Size	Emitter Volume	Quantity
1 gallon	1 GPH	1 each
5 gallon	½-1 GPH	2 each
15 gallon	2 GPH	3-4 each
24" box	2 GPH	4-5 each
36" box	2 GPH	6-7 each
48" box	2 GPH	7-8 each
54" box	2 GPH	9-12 each
60" box	2 GPH	12-16 each

Table 1: Drip Irrigation

Zoning

Overhead and drip irrigation systems must be zoned for exposure (south and west exposures together, north and east exposures together), topography, and varying water requirements of plant material.

Water Management

All irrigation systems for project common areas shall use solid state electronic, micro-processor controllers capable of a minimum of three operating programs and four start times per program.

3.2 COMMUNITY ENTRIES

3.2.1 Community Entries

Community entry features (monumentation, walls, sidewalks, landscaping, etc.) are designed by the Trilogy Sunstone Master Developer to ensure a unique and consistent theme for the community. These entries will be maintained by the Community Association or other appropriate entity.

3.2.2 Minimum Entry Landscape Requirements

Community entries shall be designed and installed for immediate impact. If a predetermined entry is not provided, the Parcel Developers must submit a design for the entry to the DRC prior to

installation. Designs of the community entry must use the following minimum standards:

- 50% - 36-inch box trees
- 50% - 24-inch (min.) box trees
- 5 gallon shrubs
- 75% minimum vegetative cover
- 3/4 inch (minimum) rock mulch (community color) under all shrub and groundcover areas
- 6-foot wide sidewalk on both sides
- Community colored walls
- Approved rock veneer retaining walls, where necessary

Turf will be permitted in median islands or next to curbs for public entries as allowed by the DRC.

3.2.3 Gated Entries

Trilogy Sunstone will be a gated community. Gates and card key stations must be designed to meet City regulations and be located to allow sufficient stacking distance. A median break is required to allow for vehicle turn-around. At vehicle turn-around areas, adequate driveway throat width must be provided per CLV standards. Entry gates shall have simple geometric shapes and must be consistent with the community view fence and wall design and color. Lettering on gates is not allowed. Fence designs and parcel logos are subject to DRC approval.

3.2.4 Responsibility

The Parcel Developer shall construct all improvements within the entry area, including the walls, pilasters, signage, walks, lighting, and landscape. If information is not provided, the Parcel Developer must submit designs to the DRC for review and approval prior to construction and/or submittal to the City of Las Vegas.

3.3 SINGLE FAMILY DEVELOPMENTS

3.3.1 Residential Street and Front Yard Landscape

General

Parcel Developers and Builders shall install landscape along neighborhood streets and corner lot side yards per the approved subdivision landscape plans. All landscape must be installed prior to occupancy of a residence.

Front Yard Paving

The minimum width of an entry walk is four feet (4'). Entry walks must be separated from a building wall by a minimum eighteen inch (18") wide planting strip that is fully planted or covered with approved decomposed granite.

Front Yard Planting

Parcel Developers and Builders are responsible for design and installation of all front yard landscape including any parkway landscape strips subject to DRC review and approval. Each Builder shall submit one design alternative relative to a high desert planting scheme and one design alternatives in an enhanced/"green" planting scheme for approval.

Front yards shall be landscaped to reinforce the community theme stated in **Section 3.1.1**

Landscape Concept. A minimum of two trees is required in each front yard. One tree must be a 36" box (min.) and the other a 24" box (min.). One of the two trees must be planted between four (4) and eight (8) feet behind the sidewalk, or curb if no sidewalk exists but in any case outside the PUE on the lot. The family of tree types and characteristics must be consistent along any street in the neighborhood.

Minimum Tree Quantity	2 ⁽¹⁾
Minimum Tree Size	One 36" box and one 24" box
Primary Tree Type at Street	Desert Shade
Maximum Street Tree Spacing	40 feet
Secondary Tree Type	Shade, Accent
Planting Character	Formal or Informal
Minimum Shrub Size	5 gallon
Minimum Accent Plant Size	1 gallon
Minimum Ground Cover Size	1 gallon
Organic Ground Plane Materials	Turf and Ground Cover
Decomposed Granite Color ⁽²⁾	Vista Express Vista Express
Decomposed Granite Size	½" – ¾" screened
Minimum Organic Coverage	50% ⁽³⁾

¹One additional 24-inch box tree for every 30 linear feet shall be planted along landscape strips between product walls and curbs along corner side and rear property lines or at the ends of cul-de-sacs where planting area is a minimum of 5 feet wide.

²Decomposed granite is required under all shrub and ground cover plantings.

³The percentage shown for organic coverage is at two year's growth and applies to plants (shrubs, turf and ground covers) at the ground plane only, not tree canopies.

Table 2: Front Yard Landscape Requirements

Trees should be spaced at least fifteen feet (15') apart. If trees need to be spaced more closely, they should be of the same species.

Foundation planting shall completely cover the visible portion of a house's base, including all backflow preventer units, within one year of installation.

Each front yard must contain at least four different species of shrubs and/or ground covers. Plants should be used in groupings of similar species to provide mass and structure to the yard.

Parcel Developers and Builders are encouraged to offer homebuyers upgrade options for front yard landscaping. Upgrades can include denser planting, larger plant sizes, special paving, boulder clumps, contouring, landscape lighting, etc.

See Exhibit 3-B.

Site Contouring and Drainage

Front yards shall be contoured to create visual interest in the landscape and produce soft, gentle transitions between the existing grade of the home and the adjacent street. Contours will be utilized to create microclimates for planting. Use depressed areas to collect natural runoff for plants that benefit from additional water and mounded areas for drought tolerant plants. Contouring should transition into grades on both sides of the lot to create a flowing, continuous streetscape. All front yard landscape improvements must include contouring plans consistent with the Parcel Developer's and/or Builder's engineer of record precise grading plans.

1. Contouring yards may not result in major changes to drainage patterns on the lot.
2. Water may not be directed toward the building foundation or toward any neighboring property.
3. Drainage may not be altered to create any condition that could lead to offsite soil erosion on open spaces. The drainage area must be appropriately covered.
Approved riprap, if needed, is Vista Express, six inch (6") screened.

Lawn Restrictions

Turf is prohibited in the front yard area. Turf is restricted to 50% coverage in rear yards. Turf shall be kept at least three feet from a building face or wall, including side yard retaining and site walls.

The specified turf is Cynodon Hybrid 419 - Tifway 419 Bermuda Lolium Perenne - Rye Grass (seasonal). Artificial turf is permitted in front yards and back yards. A hardscape border of neutral colored concrete curbing or brick must separate turf and granite areas.

Decomposed Granite

Only decomposed granite or native granite rock are acceptable as landscape material. River rock, crushed rock, artificially colored or naturally mined rock that is uncommon to the site shall not be

permitted. Decomposed granite for front and rear yards shall be specified as Vista Express, available from Vista Landscape at 702-565-6611.

Corner Lot Side Yards and Rear Yards

All areas between a product or retaining wall and the back-of-curb or sidewalk, as well as those rear yards which are visible from common areas, shall be planted with a landscape palette consistent with the parcel theme. Minimum requirements are:

- 50% organic coverage at two years' growth.
- Full coverage of the ground plane with ground cover and/or gravel mulch.
- One 24-inch box tree for every 30 linear feet along the wall facing the street where planting area is more than 5 feet in width.

Corner and Visible Lots with 2-Story Residences

For approved two-story residences located on corner lots or lots that are visible from common areas or along the community streets, tree species that promote vertical screening must be incorporated. A minimum of 60% of the two-story elevation must be screened by vegetation at full growth.

See Exhibit 3-D.

Landscape areas between walls and curbs must be maintained by the lot/home owner, if part of the adjacent lot. Only tracts identified on the plat will be maintained by the Association.

3.3.2 Amenity/Open Space Landscape

Parcel Developers shall construct amenity/open spaces within Neighborhoods per Parcel Developers discretion, and approval of the DRC. If no pocket park is included, the Parcel Builder may submit a design for review under the criteria set forth in these design guidelines (Retention areas may be used for pocket parks). Minimum improvements are:

- Turf in 60% of the landscaped area.
- One 24-inch box tree for every 2,000 sf of landscaped area.
- 60% vegetative cover in non-turf landscape areas after one year's growth.

- Decomposed Granite (community color) under all shrub and ground cover areas.
- A walkway, trash receptacle, pet refuse bag dispenser, and ADA accessible seating area.
- A focus area.
- A 1-inch irrigation meter and power source.
- An automatic irrigation system with controller to match the Irrigation Master Spec available from the DRC.
- No turf within 3 feet of a building face or wall.
- No turf within 18 inches of back of curb.

See Exhibit 3-E.

Open Space and Pedestrian Connections

Parcel Developer shall landscape neighborhood open space and pedestrian connections, per approval of the DRC. Minimum improvements are:

- One 24-inch box tree for every 2,000 sf of total landscape area.
- 60% vegetative cover for non-paved areas.

See Exhibit 2-A and Exhibit 3-A.

Planting and irrigation within landscape areas to be owned and maintained by the Association must be installed per the City of Las Vegas Improvement Standards.

3.4 MULTI-FAMILY DEVELOPMENTS

3.4.1 Parking Lot Landscape

Parking lots shall be landscaped to reduce their visual impact. Landscape in and around parking lots shall consist of two categories:

- a. Perimeter landscape that surrounds the interior parking lots to a depth of 10 feet,

including walks. A minimum of one 24-inch box tree shall be planted for every 30 linear feet of landscape area.

- b. Interior landscape within parking lots that reduces the paving mass of a parking lot and provides shade. A minimum of one 24-inch box tree shall be planted for every 8 parking spaces. Landscape islands shall contain a minimum of one tree per parking stall depth.

All non-paved areas within the perimeter and interior of parking lots shall be landscaped with a combination of plant materials. **See Exhibit 3-F.**

Parking visible from community roadways and community open space shall be screened with a combination of berms, low walls or landscape. Low walls and berms shall be a maximum height of three feet (3') from the top of curb of the parking area. **See Exhibit 3-G.**

Amenity/Open Space Landscape

Recreation Areas

Recreation areas shall be landscaped per the following minimum requirements:

- One 24-inch box tree for every 2,000 sf of total landscape area.
Additional trees may be 15 gallon in size.
- 50% minimum vegetative cover for all non-paved areas.

Open Space Landscape

General landscape areas within projects, exclusive of parking lot areas, street frontage areas, and amenity areas, shall be landscaped per the following minimum requirements:

- Minimum one 24-inch box tree for every 2,000 sf of total landscape area.
Additional trees may be minimum 15 gallon in size.
- 60% minimum vegetative cover for non-paved areas.

3.4.2 Model Complexes

Model Homes

The following criteria apply to both single family and multi-family developments.

Model home landscape shall be consistent with the parcel theme and subject to the criteria outlined in these guidelines. All model home landscape and signage programs shall be submitted to the DRC for review and approval prior to installation. Model Home parking lots shall be paved, and a minimum of 4 spaces shall be provided with handicapped spaces in accordance with City of Las Vegas requirements (with prior approval by the DRC).

Temporary Sales Trailers or Offices

Temporary sales trailers shall be landscaped immediately upon delivery. All landscape and signage programs shall be submitted to the DRC for review and approval prior to installation. Minimum improvements are:

- A minimum of 4 spaces shall be provided with handicapped spaces in accordance with City of Las Vegas requirements.
- Two 36-inch box and two 24-inch box trees and at least twenty 5-gallon shrubs. Turf may also be used.
- An evergreen foundation planting using 5-gallon shrubs if the trailer is not skirted.
- Mulches and/or aggregate materials to match the community mulch color.

The Builder is responsible for the complete removal of the sales trailer and all of its improvements.

~~The Builder will then immediately develop the site for its approved permanent intent.~~

Exhibit 3-A Between Lots

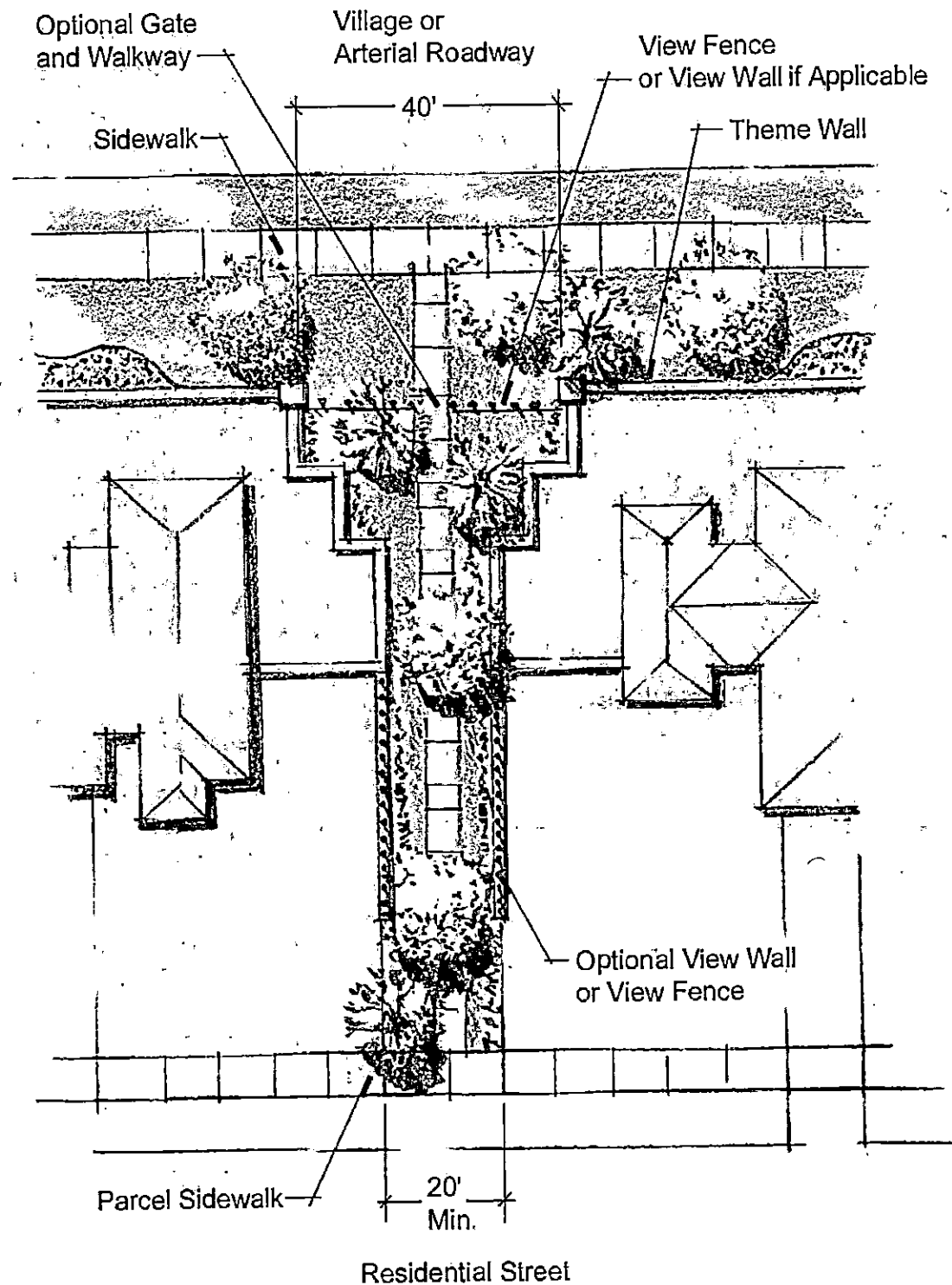


Exhibit 3-B Front Yard Landscape

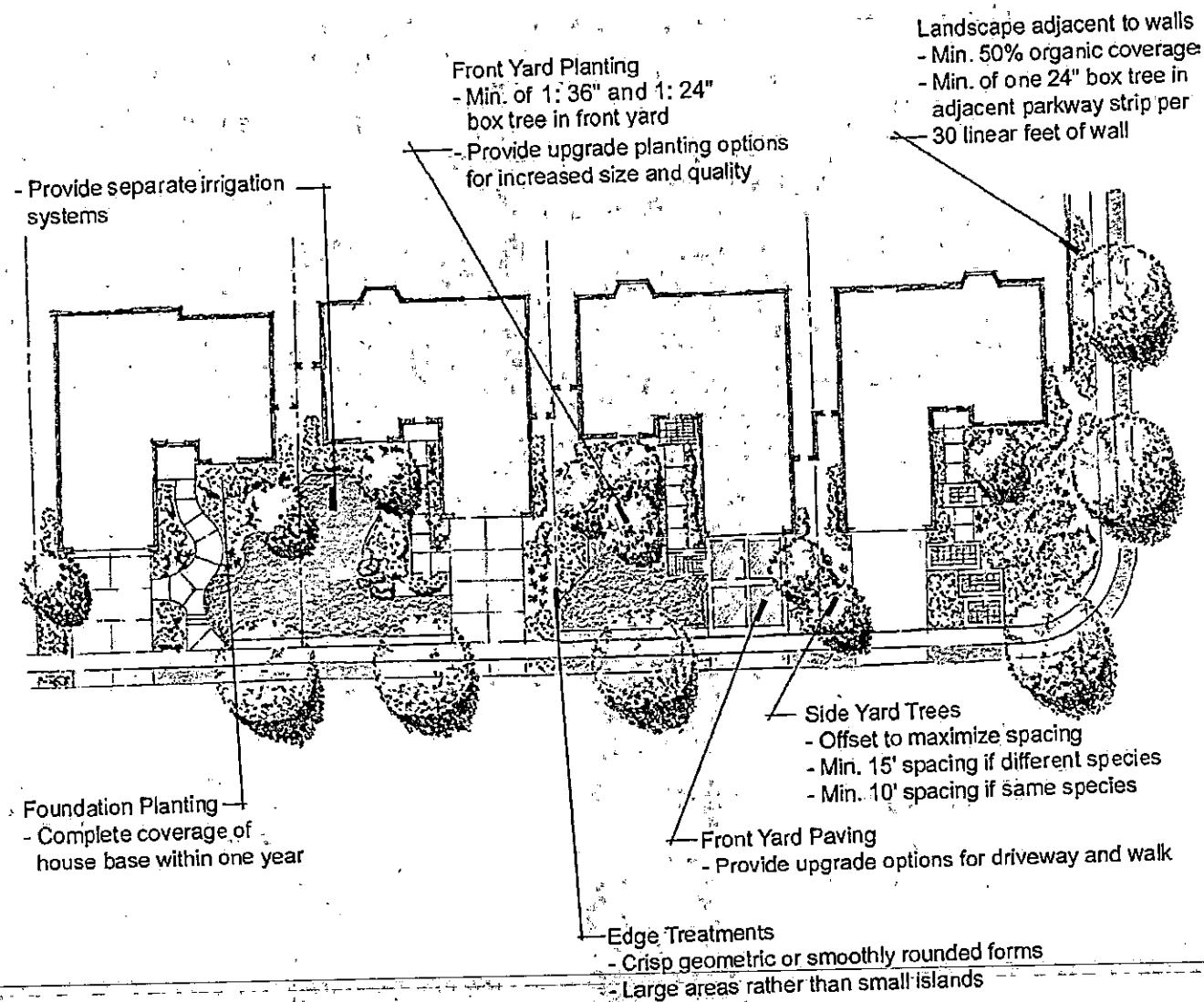
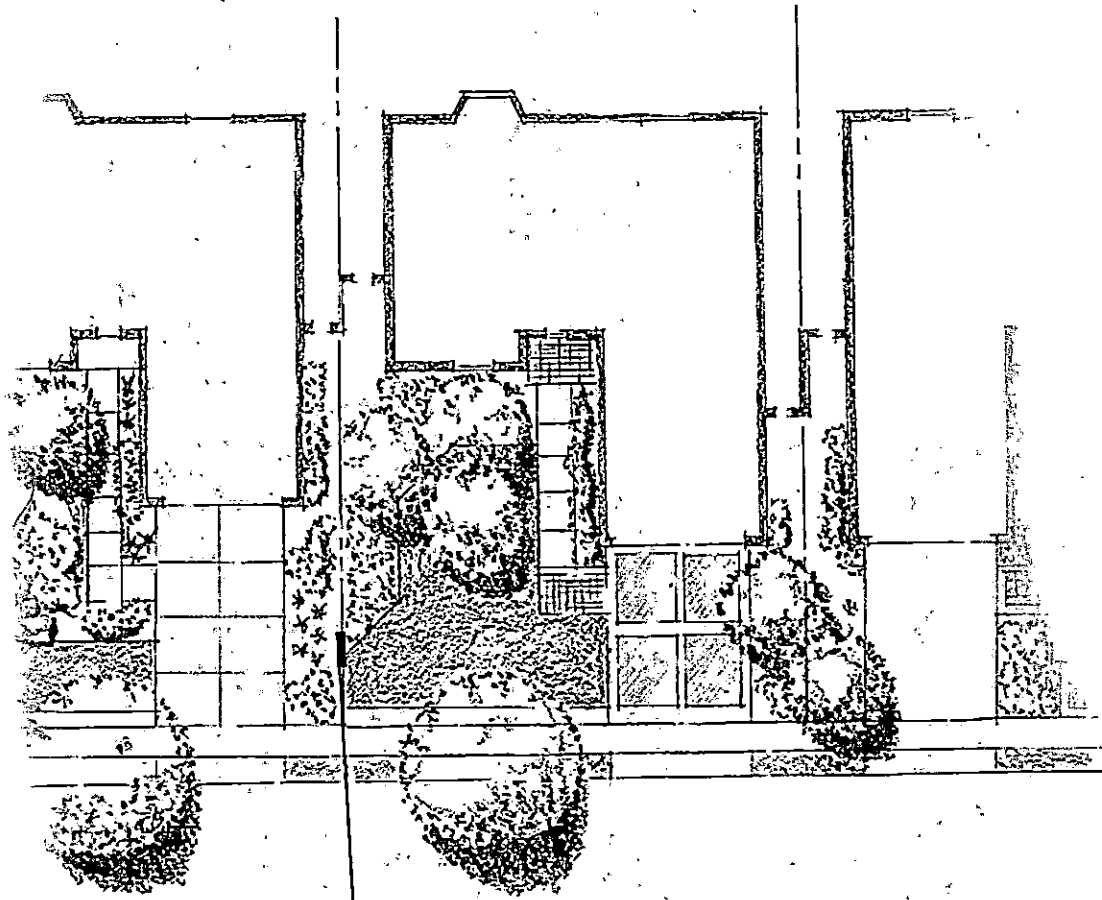


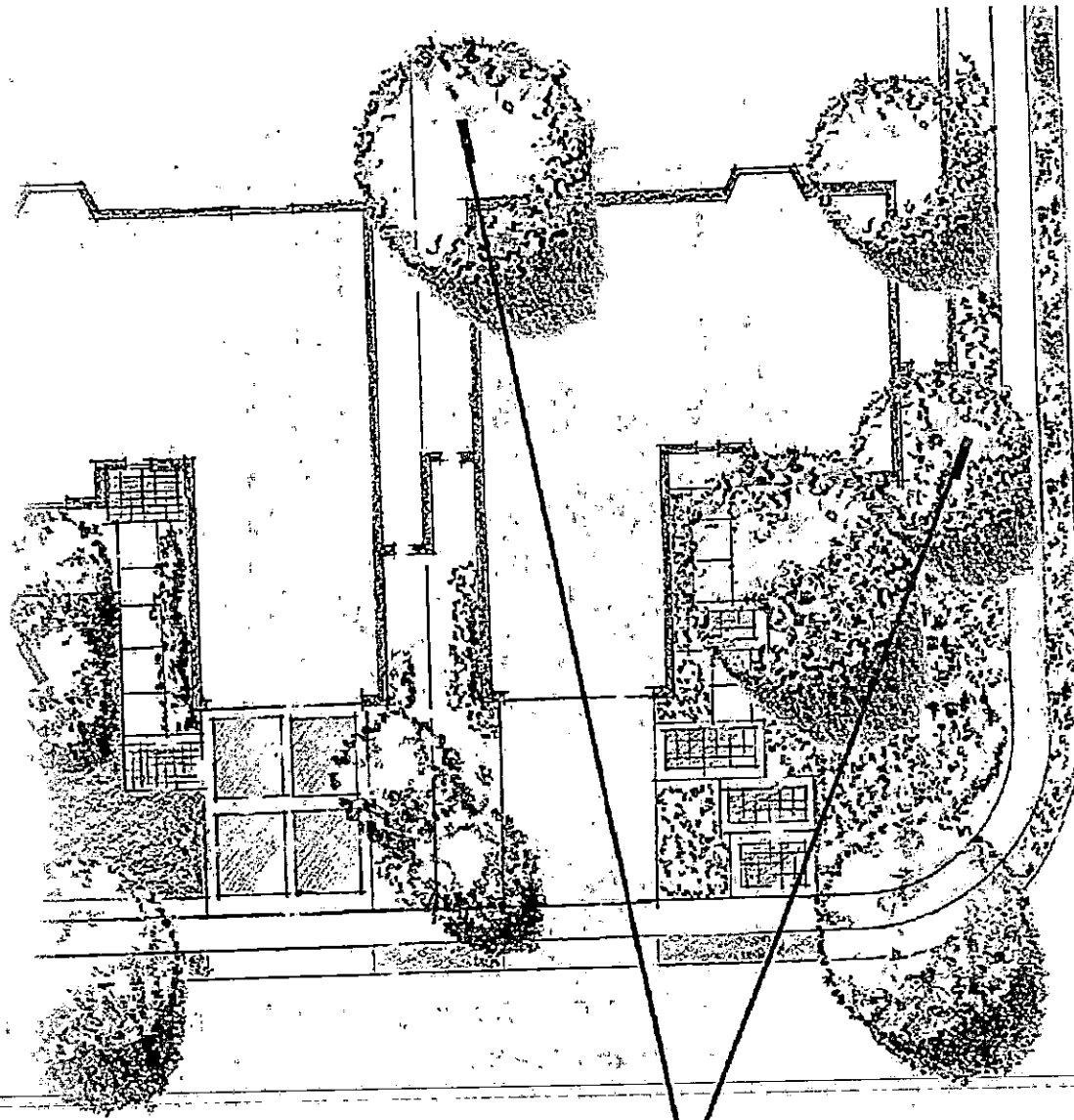
Exhibit 3-C
Disconnected Front Yard Detail



— Edge Treatments

- Crisp geometric or smoothly rounded forms
- Large areas rather than small islands

Exhibit 3-D
2-Story Screening



Corner & Perimeter Lot 2 Story screening must be achieved by obtaining a minimum of 60% visible elevation coverage with trees.

Exhibit 3-E
Sample Pocket Park

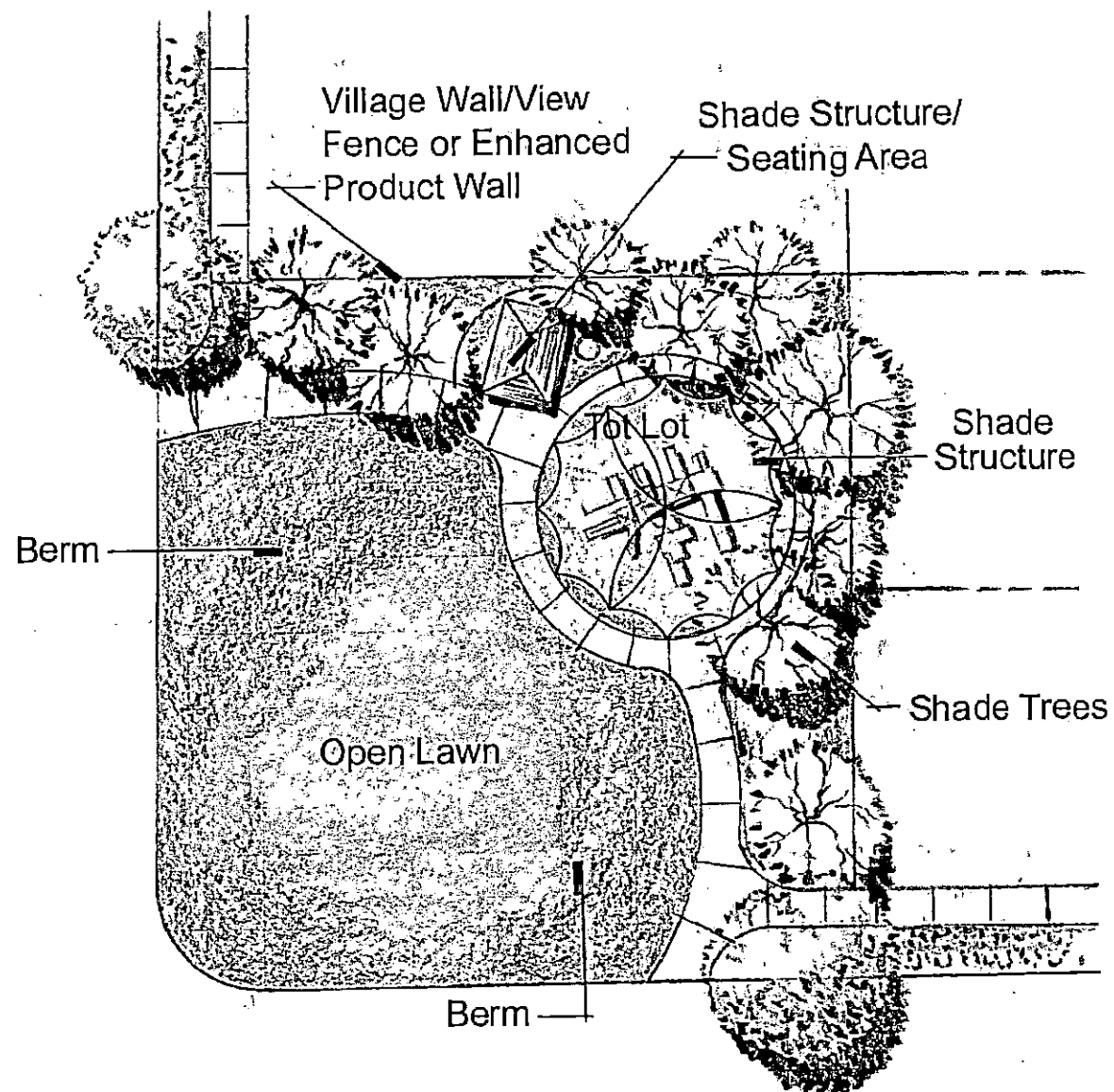
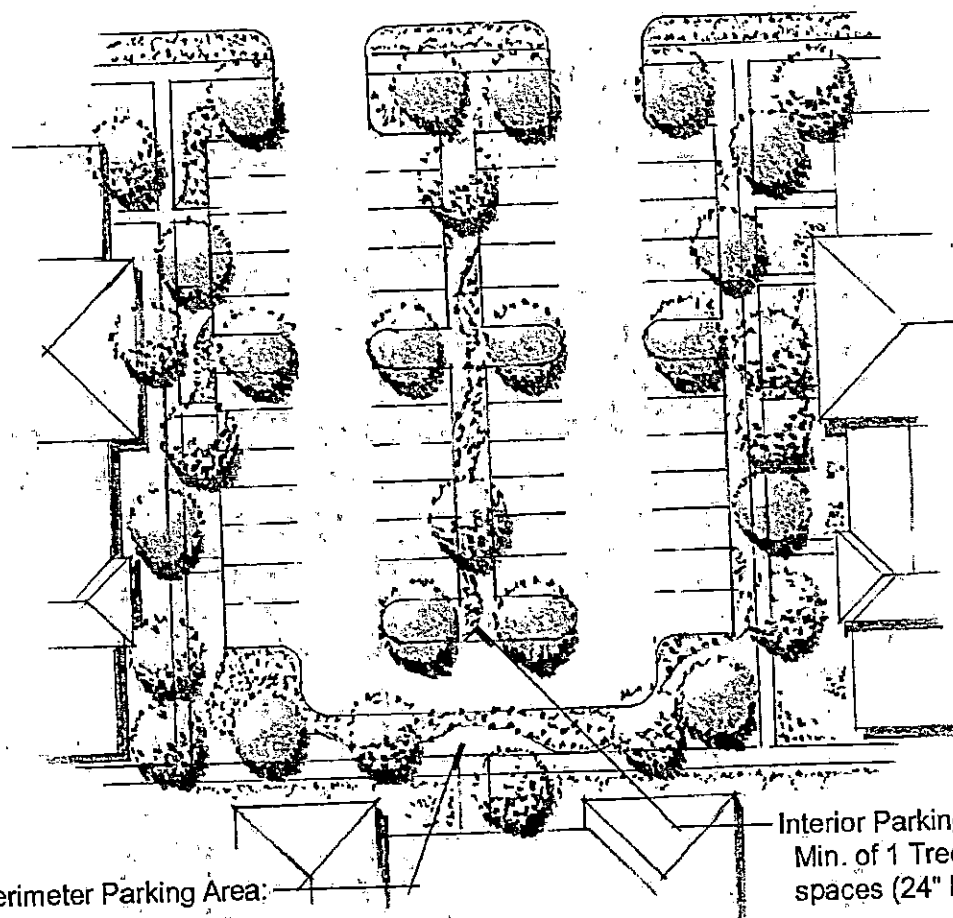


Exhibit 3-F Parking Landscape

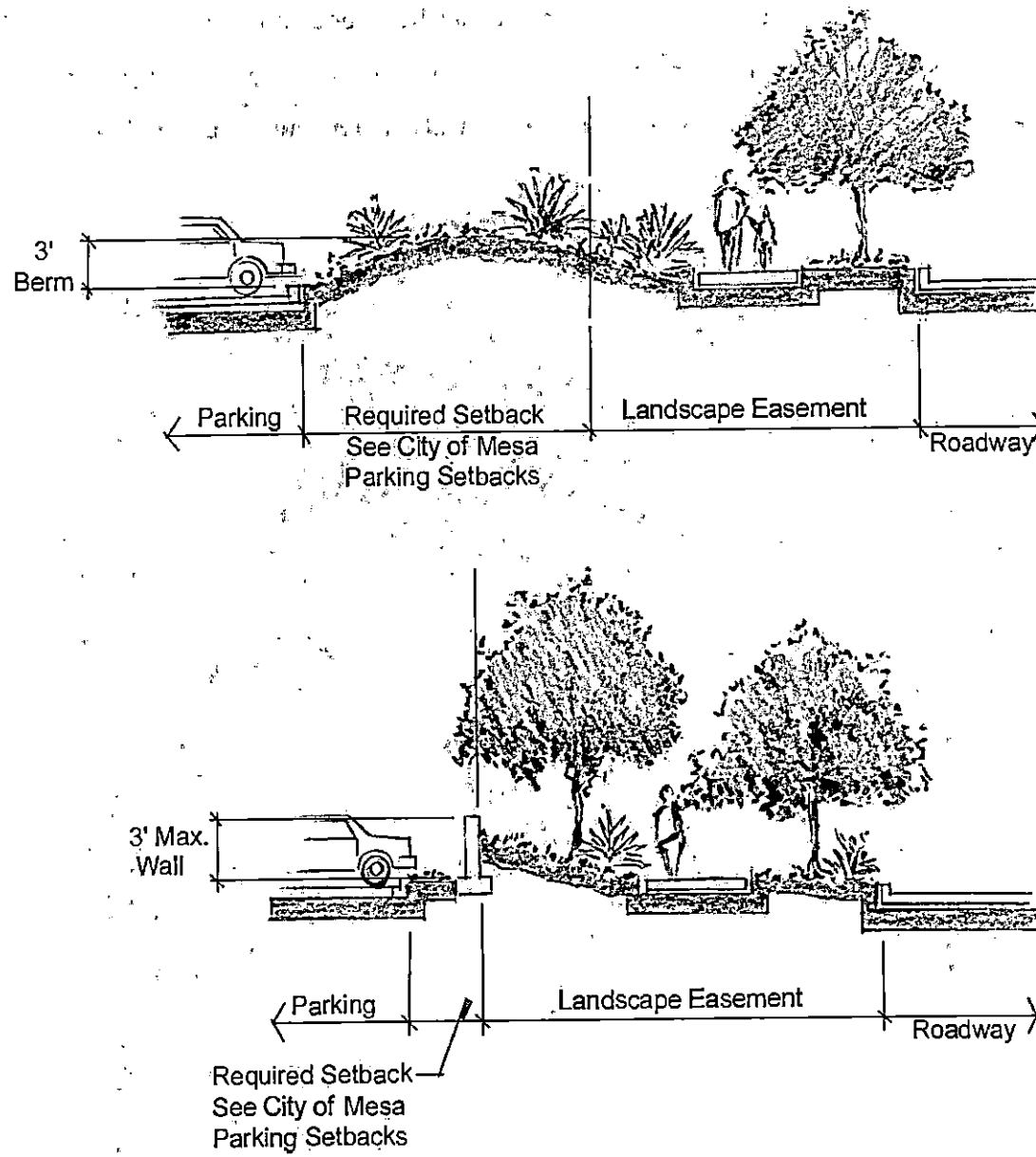


Perimeter Parking Area:
A minimum of one 24-inch box
tree shall be planted for every 30
linear feet of landscape area.

Interior Parking Area:
Min. of 1 Tree per 8
spaces (24" box min.)

Min. 1 tree per stall
depth within islands
(24" box min.)

Exhibit 3-G Parking Screening

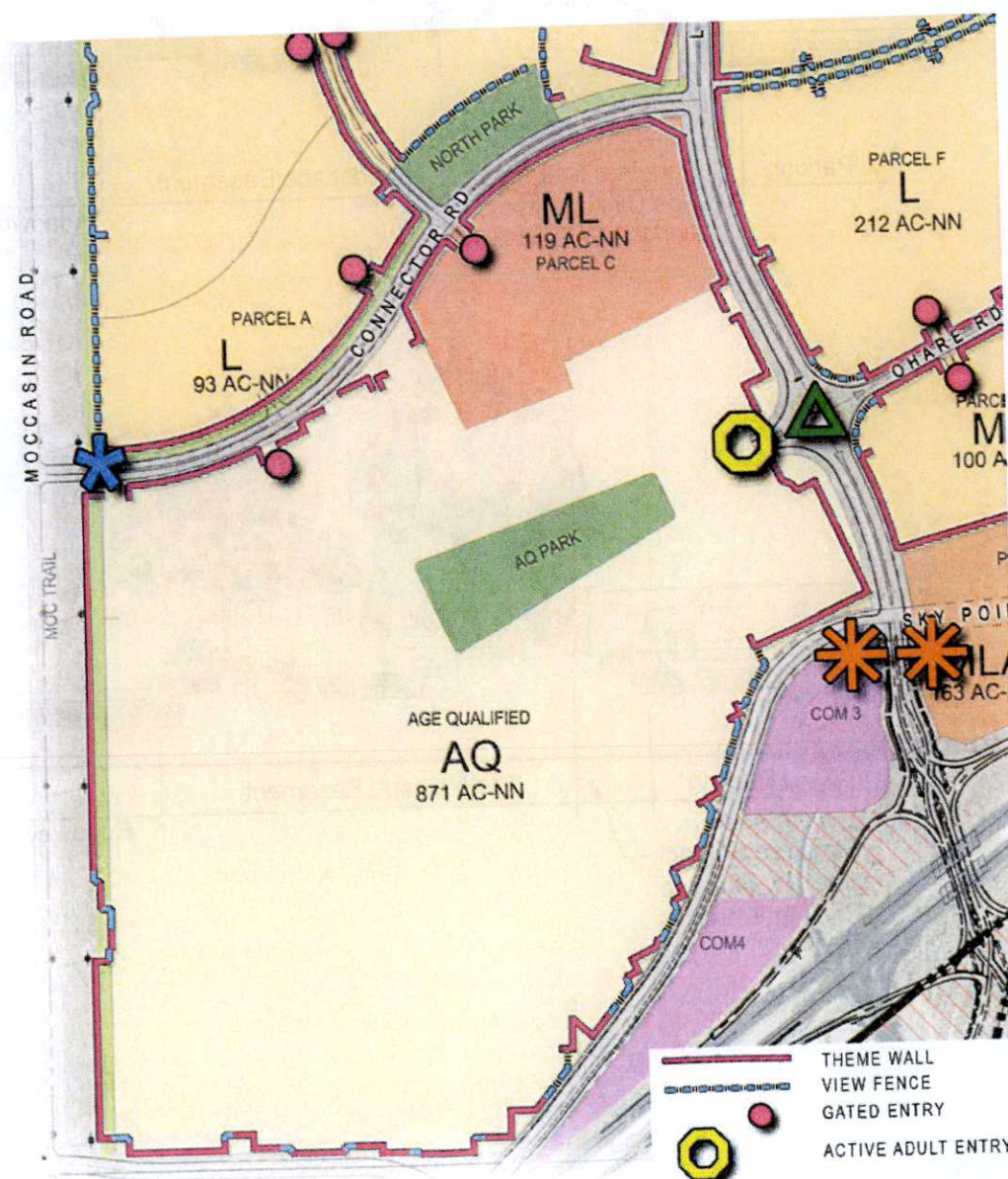


SECTION 4 WALLS

WALL PROGRAM

All walls are pre-determined and available through the Master Developer. The Parcel Developer is responsible for the construction of all walls within the subdivision as indicated on the approved plan. The wall plan includes the community theme, neighborhood and view wall locations. Any modifications to the pre-approved plans will require a design submittal to the DRC and the City of Las Vegas before construction. See the Conceptual Walls Plan below. See Exhibit 4-A

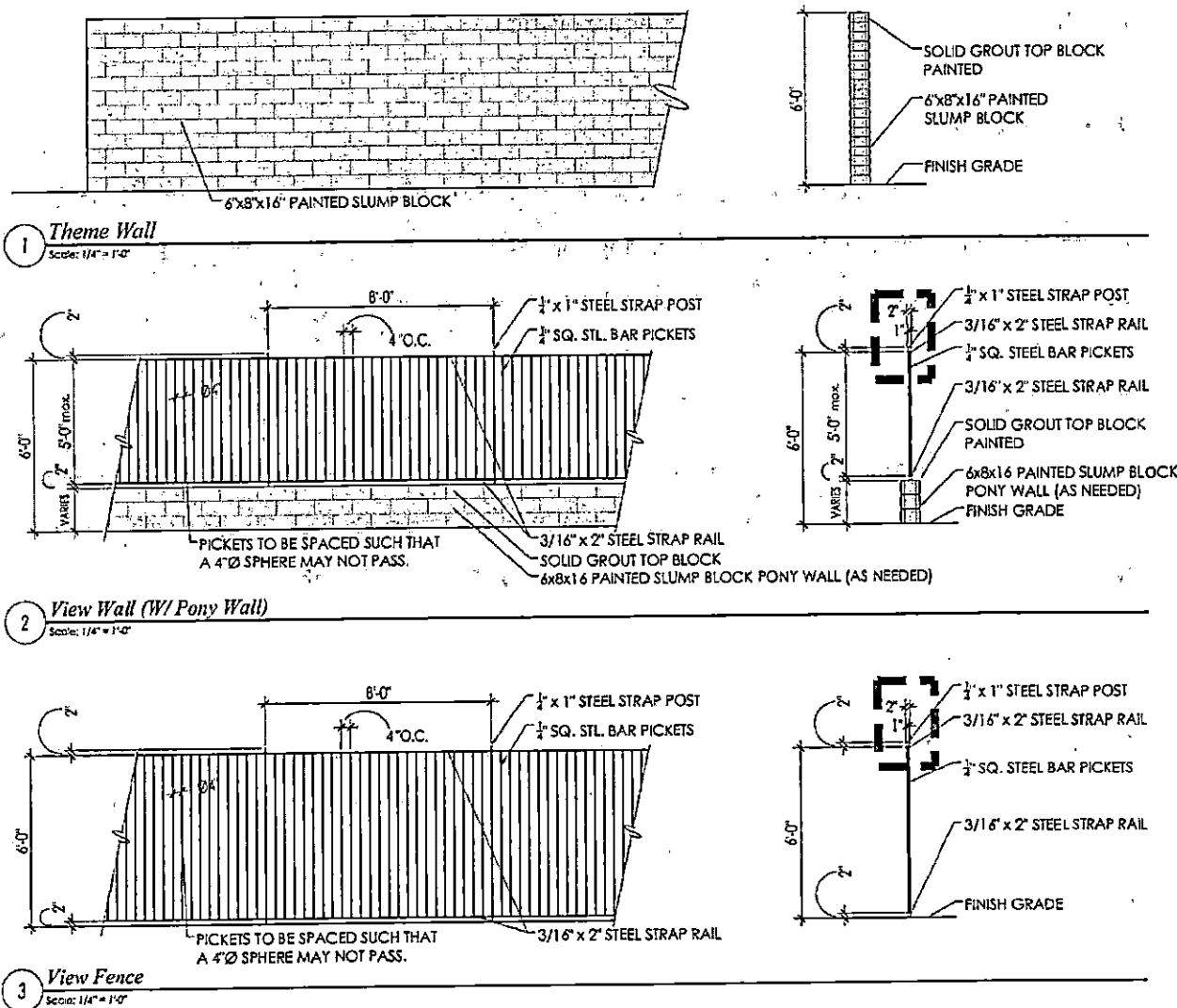
Exhibit 4-A
Conceptual Walls Plan



Design

All Parcel Developers must refer to the subdivision wall plan for locations and design of community theme walls, view fences, and view walls. All walls and fences shall meet the City of Las Vegas pool requirements where applicable. See Exhibit 4-B

**Exhibit 4-B
Wall & Fence Elevations**



4.1.1 Theme Walls

Theme Walls are community walls adjacent to perimeter streets, community open space, or non-residential Subdivisions. Side yard wall returns, side yard privacy walls along corner lots, and rear yard privacy walls along neighborhood streets are all considered Neighborhood Walls. The exterior face of Neighborhood Walls shall be the community painted slump block. See **Section 7 Color** for acceptable wall and fence colors.

Where two product sidewalls meet at adjoining Subdivisions, exteriors of connecting walls shall match in color, finish, materials, location and elevation.

4.1.2 View Fence

A View Wall is a security or privacy screen that is a steel picket fence, with a maximum of five feet (5') of transparent steel fencing. View Fencing consists of six feet (6') of transparent steel fencing attached or a freestanding transparent steel fence. See **Exhibit 4-B**.

4.1.3 Gates

No gate to access the common areas shall be permitted from any private residence. Side yard access gates must be designed, constructed and finished to match gates on homes within the Neighborhood. Consideration should be given to heavy-duty steel jambs and gate frames.

4.1.4 Pools/Water Features

Consideration should be given in designing pool and spa areas to provide privacy for the owner and neighbors. Pools and spas must be sunken below grade using retaining garden walls provided appropriate drainage provisions are made. Pools and spas should be located within the rear yard only.

1. All neighborhood walls and fences shall meet the City of Las Vegas pool requirements for security and safety.

2. All swimming pools and pool/spas shall be of the in-ground type, except that above ground spas may be permitted if the spa will be adequately screened from street view and the view of neighboring property, including lots and common areas.
3. All swimming pools and pool/spas shall be enclosed as required by applicable law.
4. Pool and spa drains must connect to the public sewer system if permitted by applicable ordinance. No pools may be drained or backwashed onto open space or onto any other property.
5. Pool construction equipment may not be placed on the common area or be brought to the site across the common area. No access site will be granted through common area tracts.
6. Any water features must not exceed the height of the property wall.

All ground-mounted pool, spa and water feature equipment shall be adequately screened from street view and from the view of neighboring property, including lots, common areas and any arroyo corridor, by a masonry wall at least one foot (1') higher than the equipment to be screened. Such screening structures shall be considered an integral part of the architecture and shall match the design, color and exterior texture of the home. Screening structures shall be set back from the equipment according to manufacturer's recommendations or, if no recommendations are available, shall be placed a minimum of three feet (3') away from the equipment to allow for adequate air circulation around the equipment, but may not trespass on a neighboring lot. If the setback requirements for a lot would prohibit the construction of a screening structure as provided herein, the Design Review Committee may approve a landscape buffer as an alternative.

4.1.5 Prohibited Materials

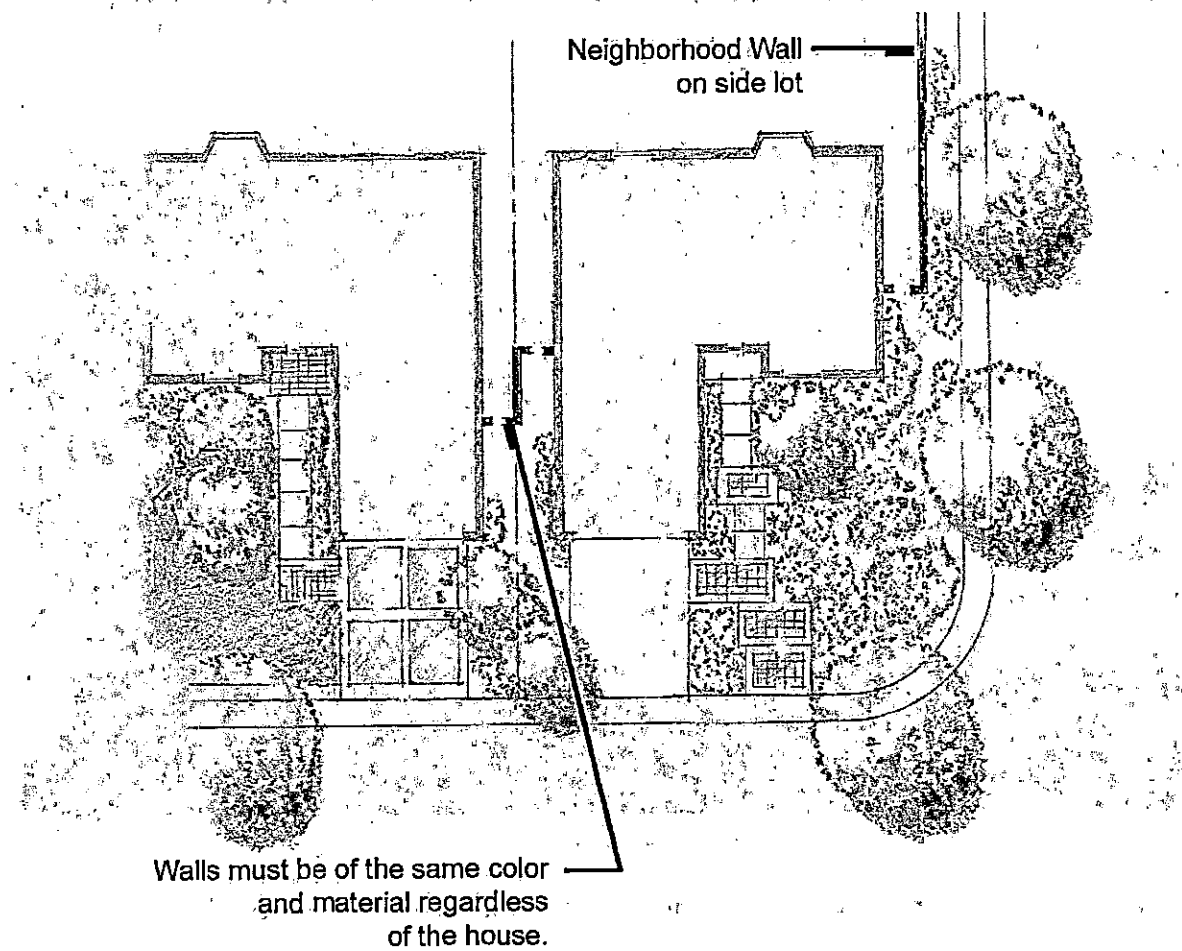
Painted wood, unfinished gray concrete block, and chain link fencing are not permitted for any walls. The Builder or Declarant may utilize any temporary fencing materials it deems necessary to protect its construction sites and maintenance yards.

4.2 Wall Standards

Walls and fences are subject to the approval by the Design Review Committee. The following provides parameters on what may be permitted:

Walls and Fences	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building.
Courtyard Walls Maximum Height	4'-6" (3' Solid wall + 18" iron). Pilasters one course above wall
Perimeter and Retaining Walls - Max. Overall Height - Perimeter Wall Height - Max. Retaining Wall Height - Max. Pilaster Height - Contrasting Material	12' Exterior – 14' Interior 6'-8' 6' Exterior – 8' Interior - One course above wall 20%
Perimeter and Retaining Walls Standard Stepback - Max. Primary Wall Height - Max. Secondary Wall Height - Min. spacing between wall sections – Inside Dimensions - Max. Pilaster Height	6'-12' Exterior / 6'-14' Interior 4' 4' - One course above wall
Min. spacing between wall sections – Outside Dimensions	5'

Exhibit 4-C Interior Walls



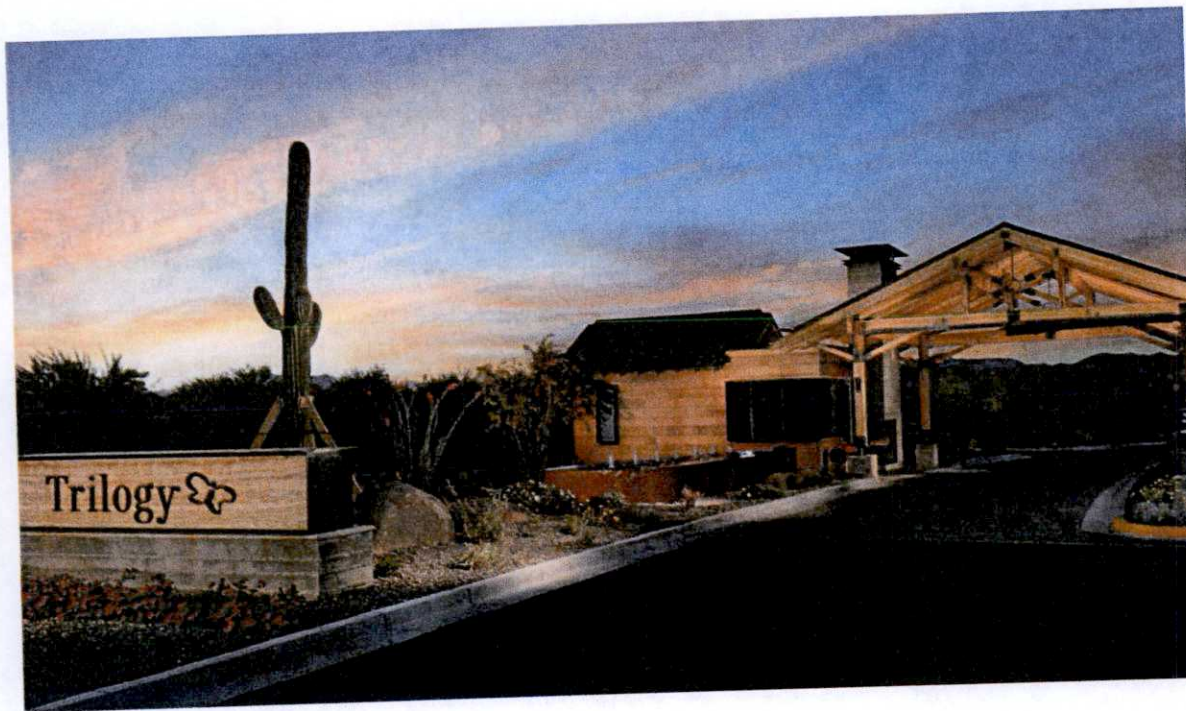
SECTION 5 SIGNAGE

5.1 SIGNAGE PROGRAM

5.1.1 Project Signage

Trilogy Sunstone logo and name are trademarked and reserved. Use of the logo on project entry signs, or for any other purpose, must be approved by the Master Developer.

All signage must be submitted to the DRC for approval. Below is an example of a Trilogy project signage and conceptually the general intent for Trilogy Sunstone.



The Community Center and any other commercial developments, Per Title 19 of CLV Unified Development Code will comply with the existing C-2 standards. A DRC approval letter will be submitted with any CLV sign permit package.

Individual Builders are not obligated but have the ability to install "neighborhood" entrance signs after approval by the Master Developer.

SECTION 6 LIGHTING

6.1 SINGLE FAMILY EXTERIOR BUILDING LIGHTING

Concealed light sources are required for single family detached and attached projects. Lighting shall illuminate the entry and a pedestrian path from the street. Soffit lighting above garage doors or those portions of the building near the street are appropriate.

6.2 MULTI-FAMILY EXTERIOR BUILDING LIGHTING

Concealed light sources and low level lighting are required. Lighting shall illuminate entries, stairways and private outdoor spaces. Soffit lighting at garages is appropriate for lighting vehicular circulation. Low bollards and step lights are appropriate to provide point-to-point illumination of pedestrian paths.

Light must be contained within a neighborhood. Lighting for larger recreation areas and parking areas must include fixtures with appropriate shrouds to hide the light sources and prevent light trespass into adjacent neighborhoods.

Unit addresses shall be illuminated.

All exterior lighting shall be controlled by photocells and/or timers.

6.3 LANDSCAPE LIGHTING

The use of landscape up-lighting and down-lighting is encouraged. Lighting that will cause glare or discomfort, or disrupts the visual environment of neighboring homes or adjacent Neighborhoods or Communities, is not permitted.

Fixtures shall be constructed and mounted to withstand and discourage abuse. Aboveground plastic housings and connections are prohibited. Fixtures shall not be placed in turf areas or areas irrigated by spray heads due to potential water damage.

If street lighting levels are low, landscape lighting may augment illumination at the street. Any landscape light fixture shall be controlled by photocells and/or timers.

1. All lighting should be low level and recessed to shield the source of the light.
2. The maximum height of any outdoor lighting source shall be twelve feet (12') above finished grade at the base of the light standard.
3. Spotlights and floodlights are prohibited in front yards. If spotlights and floodlights are installed in the back yard, it may not be directed at or shine on a neighbor's yard or on the common area and should be integrated into the architecture of the home.
4. Integrate exterior wall, fence or building mounted light fixtures into the architecture of the house. Design light fixture enclosures to conceal the fixture and direct the light downward.
5. No post lights will be permitted in front or back yards.
6. Shrubs shall be used to conceal landscape lighting fixtures. Junction boxes must be placed below grade to minimize daytime visibility of the hardware.

All fixtures must be incandescent or halogen lamps less than fifty (50) watts. Where accent or access lighting is desired, low voltage lighting is preferred because of its ability to produce dramatic lighting effects using extremely low wattage lamps. Lighting design should consider the use of down lights over up lights to lessen the impact to the nighttime sky. Use lighting in moderation as needed to produce reasonable and safe visibility for access or accent. Colored lamps are not allowed. Excessive lighting is discouraged.

6.4 SECURITY LIGHTING

Lighting systems shall be designed and installed in a manner that promotes the safety of pedestrian and vehicular movement. Area illumination must be provided for parking areas, entry areas, walkways, and other people gathering areas.

SECTION 7 COLOR

7.1 COLOR PROGRAM

Sunstone residential structures will be required to provide a three color residential building palette to consist of a: (1) primary building color, (2) trim color, and (3) accent color. Each Parcel Developer will be required to work within the community color program.

- Roof colors are to be variegated and have a medium to medium-light Light Reflective Value (LRV).
- All proposed primary building colors should be in warm and neutral shades with a value range that includes off-white colors (LRV of 75% or less).
- Trim color may be the similar to the field color. Interest is then achieved through the play of light and shadow provided by the raised trim forms. Trim color should be used judiciously on understated window trim and recessed window areas. Wood trim colors should be discernible from the primary building color, but without undue contrast. Stucco trim, if painted different from the field color, should be discernible from the field color but without undue contrast. Stucco banding shall be painted the same as the primary building color (LRV of 75% or less).
- Accent colors should be in rich, deep colors appropriate to the architectural theme, and should be used on front doors, ornamentation elements, railings, shutters, etc. (LRV of 50% or less).
- Garage door colors shall be selected from any of the colors in the primary building and trim palettes that have a LRV of 40% or less.

All proposed product colors shall be submitted to the DRC for review and approval.

SECTION 8 CONSTRUCTION

8.1 CONSTRUCTION CRITERIA

8.1.1 General

Parcel Developers and Builders and their subcontractors shall exercise extreme care to protect the public health, safety and welfare during all phases of construction. Proper warning signage, fencing of dangerous conditions, and security services shall be provided when deemed necessary by the DRC.

Hours for construction activities shall adhere to the City of Las Vegas standards.

8.1.2 Nuisance Control

Construction operations or activities shall adhere to the City of Las Vegas requirements as not to create any of the following nuisances (to the extent they are permanent or are detectable without the use of instruments) at any location outside of the neighborhood:

- Change of air temperature or humidity
- Dust or other airborne particulate matter
- Noxious odor
- Glare from lighting or reflective materials
- Disruption of television or radio reception
- Excessively loud noise for long periods of time

~~The DRC may enact strict procedures at any time to ensure that noise and dust abatement~~
measures are taken by Parcel Developers and their contractors.

8.1.3 Erosion Control

Parcel Developers and Builders shall provide erosion control devices per the City of Las Vegas requirements as necessary to prevent silt and other debris from blowing onto community streets, adjacent Subdivisions, or community open space.

8.1.4 Cleanliness

All areas shall be kept free of trash, materials and waste. Parcel Developers and Builders shall be responsible for the debris adjacent to their site that has been carried by wind and water. The site shall be left in a neat and orderly condition at the close of each workday. Scrap material and debris shall be disposed of in covered receptacles, and such receptacles collected and emptied at least once per week. Hazardous debris and material shall be removed from the site each day.

8.1.5 Temporary Trash Enclosures

All trash within the project shall be placed in temporary, fenced enclosures located away from public viewing. Opaque screening material shall be six feet (6') in height.

8.1.6 Trailers

No trailers for temporary living quarters are allowed onsite. Construction trailers and their location are subject to approval by the DRC.

8.1.7 Construction Access

The Parcel Developer shall designate a construction entry to the project, subject to the DRC's approval, and all Builders and contractors must use this entry. The main entry to the project may not be used for construction access.

If the construction entry crosses an existing curb and gutter, the following minimum requirements must be provided prior to the start of any construction activity:

- An asphalt ramp with a four-inch (4") metal sleeve for drainage. The ramp shall not extend more than two feet (2') from the curb face into the roadway.
- A gravel apron that extends at least fifty feet (50') deep by thirty feet (30') wide

beyond the asphalt ramp. The aggregate shall be washed, well graded gravel or crushed rock, one (1") to three (3") inches in size and six inches (6") deep.

The Parcel Developer and Builder(s) shall repair any and all damage resulting from access or other construction activities. See Exhibit 8-A.

8.1.8 Temporary Utilities

The Parcel Developer shall ensure that all temporary utilities (power, phone, water, etc.) are located a minimum of five feet (5') within the parcel boundary. This will allow installation of community walls and streetscapes adjacent to Subdivisions. No overhead utility lines are permitted.

8.1.9 Contractors

All contractors shall be properly licensed and bonded with the City of Las Vegas and the State of Nevada, and shall meet all appropriate legal requirements.

8.1.10 Damage Repair

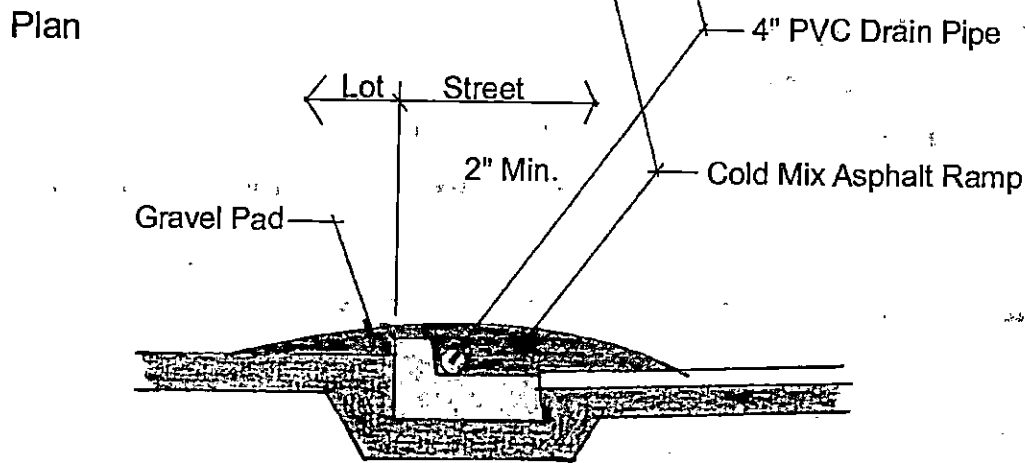
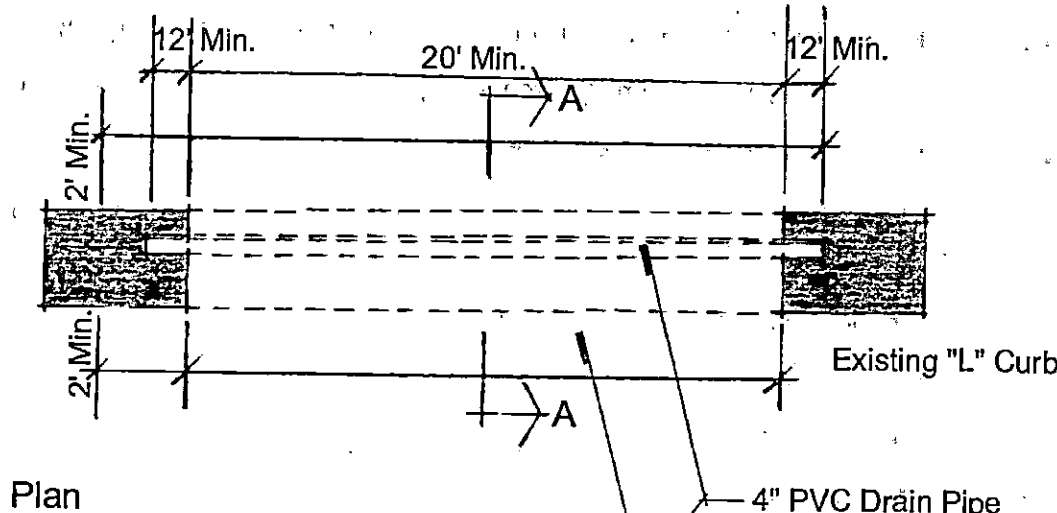
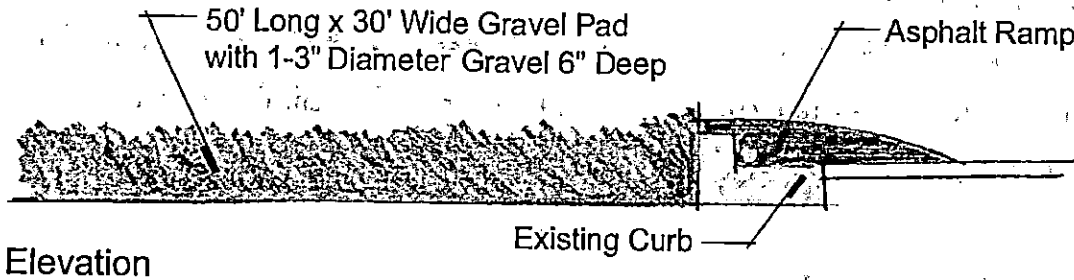
Each Parcel Developer shall control his or her Builder(s) and contractor(s) and the actions of said Builder(s) and contractors. All liability for violations of the Declaration or Design Guidelines caused by subcontractors shall rest with the parcel developer.

8.1.11 Inspection

~~The Parcel Developer shall inspect all conditions around the parcel perimeter with a DRC representative prior to start of construction.~~

At close-out of the project, the Parcel Developer shall schedule a final walk-through of all roadways, properties, and common areas to identify any final concerns the DRC may have with the project. All concerns must be addressed prior to the Parcel Developer vacating the project.

Exhibit 8-A
Construction Access



SECTION 9 DESIGN REVIEW

GENERAL REQUIREMENTS

All parcel improvements plans shall be reviewed and approved by the DRC prior to start of construction. Improvements include, but are not limited to, grading, drainage, streets, utilities, architecture (under separate criteria), lotting, landscape, walls, entries, signage, lighting, and amenities.

9.1.1 Submittal Requirements

The attached form outlines all required submittals and the pertinent information required with each submittal. Plans and material boards will not be returned after final approval. Applications for multiple Subdivisions shall be submitted separately for each parcel. Alternative design solutions will only be evaluated as a courtesy review.

Each submittal must include:

- Parcel identification number and letter
- Project location map
- Index of drawings
- Legend of symbols (if any)
- Name of project
- Name, address and phone number of applicant
- Name, address, phone number and license number of consultant, where applicable

Submittals that are deemed incomplete will be returned unreviewed.

9.1.2 Plan Preparation

All plans shall be prepared by Nevada-licensed professionals or designers.

9.1.3 Applicable Standards

The DRC shall review each submittal for its commitment to overall community development and adherence to the Design Guidelines and other applicable DRC documents. The DRC is not responsible for reviewing submittals for conformance to applicable codes and standards established by local agencies.

9.1.4 Submittal Response Time

After a submittal is accepted as complete and meets all requirements, the DRC's approval or disapproval shall be given within a reasonable time, not to exceed thirty (30) business days after submittal acceptance.

9.1.5 Approvals and Re-submittals

All submittals reviewed by the DRC will be stamped as follows:

- Approved: Plans that meet all DRC requirements.
- Approved as Noted: Plans that meet all or most DRC requirements, but may contain some minor items in need of clarification or correction. Plans will also be stamped "Approved as Noted" if the DRC wants to inform the applicant of certain conditions that may affect other plan submittals or construction improvements. If minor corrections are required, revised plans must be resubmitted for DRC files.
- Address Comments and Resubmit: Plans containing significant deviations or deficiencies from DRC requirements, must be corrected or clarified before the DRC will grant approval. **All resubmittals to the DRC must address each comment and any change to the plans in writing.**
- Denied: Plans containing items that are not allowable under DRC standards.

Construction may not begin on any improvements until all submittals for that type of improvement have been approved. Any change to the plans after DRC approval, including those not specifically requested by the DRC, must be resubmitted for approval with the changes noted.

Upon receipt of submittal comments, the applicant may contact the DRC to schedule a meeting to review and address such comments in further detail.

9.1.6 Remodel, Additional Construction and/or Exterior Changes

Any changes to an existing home must first be submitted for review and approval by the DRC. All changes must incorporate the original design intent and existing architectural features. Failure to obtain approval of any changes to the approved Final Design Submittal can result in the DRC or Association causing the existing construction to be modified to match the approved Final Design Submittal, the imposition of fines, or any other remedy available to the DRC or the Association.

All documents and plans requiring DRC review and approval must be submitted to the DRC and reviewed at least once prior to agency submittal. All comments from this first review must be addressed before submittals to the city or other applicable public agencies are permitted.

TRILOGY SUNSTONE
Residential Design Review Submittal Requirements
Please Submit to:
Trilogy Sunstone DRC
Las Vegas, NV

Trilogy Sunstone Design Review Committee meets on the first Thursday of every month. Complete submittal packages are required to be delivered a minimum of two (2) weeks prior to the scheduled Design Review Committee meeting.

Please submit three (3) sets of the following for **Model Home Landscape Review and Approval**:

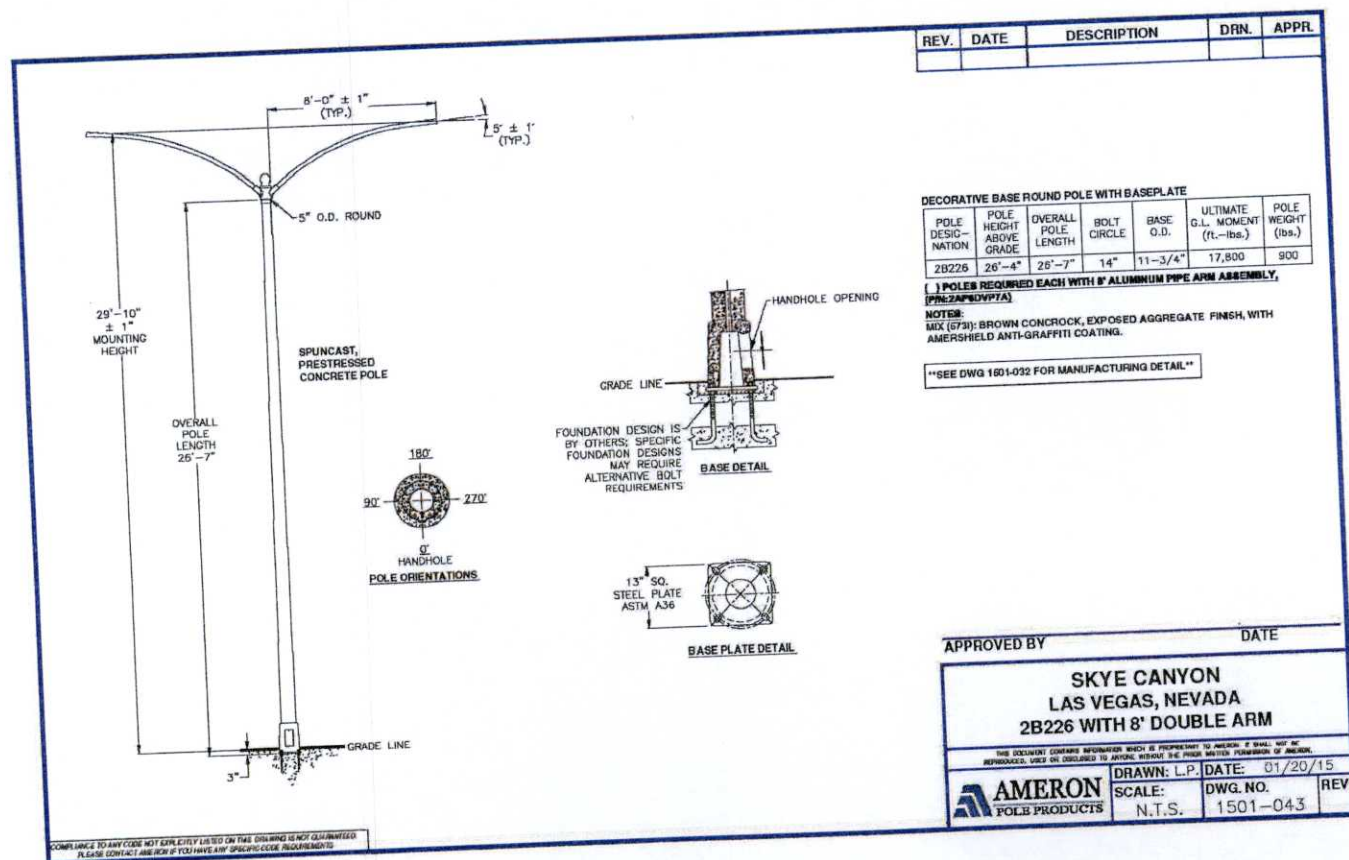
- Model Home Park Site Plan
- Model Home Park Landscape Plan
- Model Home Signage Package
- Typical Front Yard Landscape Plans/Details
- Typical Rear Yard Landscape Plans/Details
- Faux Stone/Stone and Rock material (as required) (digital photos may be submitted; indicate manufacturer/model)

EXHIBIT N
TO SKYE CANYON DEVELOPMENT AGREEMENT
STREET LIGHTS



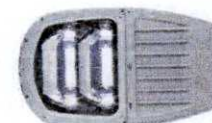
EXHIBIT N

Arterial Lane with Median



Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS2)



ERS2

PROD. ID	VOLTAGE	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	LED COLOR TEMP	PE FUNCTION	COLOR	OPTIONS
E = Evolve R = Roadway S = Scalable 2 = Double Module Optical Assembly	0 = 120-277* 1 = 120 2 = 208 3 = 240 4 = 277 H = 347-480* D = 347 S = 480 * Fusing not available with Voltage "0" or "H"	Product Tier 3 = Specification Grade See Charts for all levels	A1 = Extra Narrow Asymmetric B1 = Narrow Asymmetric (Medium) C1 = Asymmetric (Short) D1 = Asymmetric (Medium) E1 = Asymmetric (Medium)	5 = 525mA 7 = 700mA 1 = 1050mA	30 = 3000K 40 = 4000K 50 = 5000K* NOTE: For 1050mA drive current, nominal color temperature (CCT) = 5300K	1 = None 2 = PE Receptacle 4 = PE Receptacle & Shorting Cap 5 = PE Receptacle & ANSI C136.41-7-pin Dimming Receptacle A = ANSI C136.41-7-pin Dimming Receptacle D = ANSI C136.41-7-pin Dimming Receptacle with Shorting Cap	BLACK = Black GRAY = Gray RAL # 8011 Nkt. Brown	D = Wired Dimming E = External Bubble Level F = Fusing G = Internal Bubble Level L = Tool-Less Entry R = Additional Secondary Surge Protection Device T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002 - Rating 1 - 10kV/5kA Location Category (120 events) - Rating 2 - 6kV/3kA Location Category C-Low (5000 events) XXX = Special Options

525 mA		TYPICAL SYSTEM WATTAGE		TYPICAL INITIAL LUMENS		BUG RATINGS		IES FILE NUMBERS		IES FILE NUMBERS		IES FILE NUMBERS		
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	120-277V	347-480V	3000K	4000K	5000K	120-277V	3000K	120-277V	4000K	120-277V	5000K
D3	A1	S25mA	88	97	6700	8000	2-0-2	2-0-2	ERS2_D3A1S30	-120-277VIES	ERS2_D3A1S40	-120-277VIES	ERS2_D3A1S50	-120-277VIES
E3		S25mA	99	109	7500	9100	2-0-2	3-0-2	ERS2_E3A1S30	-120-277VIES	ERS2_E3A1S40	-120-277VIES	ERS2_E3A1S50	-120-277VIES
F3		S25mA	112	123	8600	10300	2-0-2	3-0-2	ERS2_F3A1S30	-120-277VIES	ERS2_F3A1S40	-120-277VIES	ERS2_F3A1S50	-120-277VIES
G3		S25mA	125	138	9600	11500	3-0-2	3-0-2	ERS2_G3A1S30	-120-277VIES	ERS2_G3A1S40	-120-277VIES	ERS2_G3A1S50	-120-277VIES
H3	B1	S25mA	138	152	10600	12700	3-0-2	3-0-3	ERS2_H3A1S30	-120-277VIES	ERS2_H3A1S40	-120-277VIES	ERS2_H3A1S50	-120-277VIES
D3		S25mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3B1S30	-120-277VIES	ERS2_D3B1S40	-120-277VIES	ERS2_D3B1S50	-120-277VIES
E3		S25mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3B1S30	-120-277VIES	ERS2_E3B1S40	-120-277VIES	ERS2_E3B1S50	-120-277VIES
F3		S25mA	112	123	8800	10600	2-0-1	3-0-2	ERS2_F3B1S30	-120-277VIES	ERS2_F3B1S40	-120-277VIES	ERS2_F3B1S50	-120-277VIES
G3	C1	S25mA	125	138	9800	11800	2-0-1	3-0-2	ERS2_G3B1S30	-120-277VIES	ERS2_G3B1S40	-120-277VIES	ERS2_G3B1S50	-120-277VIES
H3		S25mA	138	152	10800	13000	3-0-2	3-0-2	ERS2_H3B1S30	-120-277VIES	ERS2_H3B1S40	-120-277VIES	ERS2_H3B1S50	-120-277VIES
D3		S25mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3C1S30	-120-277VIES	ERS2_D3C1S40	-120-277VIES	ERS2_D3C1S50	-120-277VIES
E3		S25mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3C1S30	-120-277VIES	ERS2_E3C1S40	-120-277VIES	ERS2_E3C1S50	-120-277VIES
F3	D1	S25mA	112	123	8800	10600	2-0-1	3-0-1	ERS2_F3C1S30	-120-277VIES	ERS2_F3C1S40	-120-277VIES	ERS2_F3C1S50	-120-277VIES
G3		S25mA	125	138	9800	11800	2-0-1	3-0-2	ERS2_G3C1S30	-120-277VIES	ERS2_G3C1S40	-120-277VIES	ERS2_G3C1S50	-120-277VIES
H3		S25mA	138	152	10800	13000	3-0-2	3-0-2	ERS2_H3C1S30	-120-277VIES	ERS2_H3C1S40	-120-277VIES	ERS2_H3C1S50	-120-277VIES
D3		S25mA	88	97	6700	8000	2-0-1	2-0-1	ERS2_D3D1S30	-120-277VIES	ERS2_D3D1S40	-120-277VIES	ERS2_D3D1S50	-120-277VIES
E3	E1	S25mA	99	109	7500	9100	2-0-1	2-0-2	ERS2_E3D1S30	-120-277VIES	ERS2_E3D1S40	-120-277VIES	ERS2_E3D1S50	-120-277VIES
F3		S25mA	112	123	8600	10300	2-0-2	2-0-2	ERS2_F3D1S30	-120-277VIES	ERS2_F3D1S40	-120-277VIES	ERS2_F3D1S50	-120-277VIES
G3		S25mA	125	138	9600	11500	2-0-2	2-0-2	ERS2_G3D1S30	-120-277VIES	ERS2_G3D1S40	-120-277VIES	ERS2_G3D1S50	-120-277VIES
H3		S25mA	138	152	10600	12700	2-0-2	3-0-2	ERS2_H3D1S30	-120-277VIES	ERS2_H3D1S40	-120-277VIES	ERS2_H3D1S50	-120-277VIES
D3	E1	S25mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3E1S30	-120-277VIES	ERS2_D3E1S40	-120-277VIES	ERS2_D3E1S50	-120-277VIES
E3		S25mA	99	109	7700	9300	2-0-1	2-0-2	ERS2_E3E1S30	-120-277VIES	ERS2_E3E1S40	-120-277VIES	ERS2_E3E1S50	-120-277VIES
F3		S25mA	112	123	8800	10600	2-0-1	3-0-2	ERS2_F3E1S30	-120-277VIES	ERS2_F3E1S40	-120-277VIES	ERS2_F3E1S50	-120-277VIES
G3		S25mA	125	138	9800	11800	2-0-2	3-0-2	ERS2_G3E1S30	-120-277VIES	ERS2_G3E1S40	-120-277VIES	ERS2_G3E1S50	-120-277VIES
H3	E1	S25mA	138	152	10800	13000	3-0-2	3-0-2	ERS2_H3E1S30	-120-277VIES	ERS2_H3E1S40	-120-277VIES	ERS2_H3E1S50	-120-277VIES

NOTES:

- Max Operating Ambient 50° C
- Some 347-480V Not DLC Listed (Contact Manufacturer)
- For T Option Availability (Contact Manufacturer)

Lumen Maintenance

- Projected L92 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQTMLH17005

Scalable Specification Grade Cobrahead (ERS2)

525 mA

PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	TYPICAL SYSTEM WATTAGE 120-277V	TYPICAL SYSTEM WATTAGE 347-480V	TYPICAL INITIAL LUMENS 3000K	TYPICAL INITIAL LUMENS 4000K & 5000K	BUG RATING 3000K & 5000K	IES FILE NUMBERS 347-480V 3000K	IES FILE NUMBERS 347-480V 4000K	IES FILE NUMBERS 347-480V 5000K	
D3	A1	525mA	88	97	6700	8000	2-0-2	2-0-2	ERS2_D3A1530	-347-480VIES	ERS2_D3A1540	-347-480VIES
E1		525mA	99	109	7500	9100	2-0-2	2-0-2	ERS2_E1A1530	-347-480VIES	ERS2_E1A1540	-347-480VIES
F3		525mA	112	123	8600	10300	2-0-2	2-0-2	ERS2_F3A1530	-347-480VIES	ERS2_F3A1540	-347-480VIES
G3		525mA	125	138	9600	11500	2-0-2	2-0-2	ERS2_G3A1530	-347-480VIES	ERS2_G3A1540	-347-480VIES
H3		525mA	138	152	10600	12700	2-0-2	2-0-2	ERS2_H3A1530	-347-480VIES	ERS2_H3A1540	-347-480VIES
D3	B1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3B1530	-347-480VIES	ERS2_D3B1540	-347-480VIES
E1		525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E1B1530	-347-480VIES	ERS2_E1B1540	-347-480VIES
F3		525mA	112	123	8800	10600	2-0-1	2-0-1	ERS2_F3B1530	-347-480VIES	ERS2_F3B1540	-347-480VIES
G3		525mA	125	138	9800	11800	2-0-1	2-0-1	ERS2_G3B1530	-347-480VIES	ERS2_G3B1540	-347-480VIES
H3		525mA	138	152	10800	13000	2-0-1	2-0-1	ERS2_H3B1530	-347-480VIES	ERS2_H3B1540	-347-480VIES
D3	C1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3C1530	-347-480VIES	ERS2_D3C1540	-347-480VIES
E1		525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E1C1530	-347-480VIES	ERS2_E1C1540	-347-480VIES
F3		525mA	112	123	8800	10600	2-0-1	2-0-1	ERS2_F3C1530	-347-480VIES	ERS2_F3C1540	-347-480VIES
G3		525mA	125	138	9800	11800	2-0-1	2-0-1	ERS2_G3C1530	-347-480VIES	ERS2_G3C1540	-347-480VIES
H3		525mA	138	152	10800	13000	2-0-1	2-0-1	ERS2_H3C1530	-347-480VIES	ERS2_H3C1540	-347-480VIES
D3	D1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3D1530	-347-480VIES	ERS2_D3D1540	-347-480VIES
E1		525mA	99	109	7500	9100	2-0-1	2-0-1	ERS2_E1D1530	-347-480VIES	ERS2_E1D1540	-347-480VIES
F3		525mA	112	123	8600	10300	2-0-2	2-0-2	ERS2_F3D1530	-347-480VIES	ERS2_F3D1540	-347-480VIES
G3		525mA	125	138	9600	11500	2-0-2	2-0-2	ERS2_G3D1530	-347-480VIES	ERS2_G3D1540	-347-480VIES
H3		525mA	138	152	10600	12700	2-0-2	2-0-2	ERS2_H3D1530	-347-480VIES	ERS2_H3D1540	-347-480VIES
D3	E1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3E1530	-120-277VIES	ERS2_D3E1540	-120-277VIES
E1		525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E1E1530	-347-480VIES	ERS2_E1E1540	-347-480VIES
F3		525mA	112	123	8800	10600	2-0-1	2-0-1	ERS2_F3E1530	-347-480VIES	ERS2_F3E1540	-347-480VIES
G3		525mA	125	138	9800	11800	2-0-2	2-0-2	ERS2_G3E1530	-347-480VIES	ERS2_G3E1540	-347-480VIES
H3		525mA	138	152	10800	13000	2-0-2	2-0-2	ERS2_H3E1530	-347-480VIES	ERS2_H3E1540	-347-480VIES

700 mA

PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	TYPICAL SYSTEM WATTAGE 120-277V	TYPICAL SYSTEM WATTAGE 3000K & 5000K	TYPICAL INITIAL LUMENS 3000K	TYPICAL INITIAL LUMENS 4000K & 5000K	BUG RATING 3000K & 5000K	IES FILE NUMBERS 120-277V 3000K	IES FILE NUMBERS 120-277V 4000K	IES FILE NUMBERS 120-277V 5000K
D3	A1	700mA	113	8100	9700	2-0-2	2-0-2	ERS2_D3A1730	-120-277VIES	ERS2_D3A1740	-120-277VIES
E1		700mA	130	9400	11300	2-0-2	2-0-2	ERS2_E1A1730	-120-277VIES	ERS2_E1A1740	-120-277VIES
F3		700mA	148	10600	12800	2-0-2	2-0-2	ERS2_F3A1730	-120-277VIES	ERS2_F3A1740	-120-277VIES
G3		700mA	172	12000	14200	2-0-2	2-0-2	ERS2_G3A1730	-120-277VIES	ERS2_G3A1740	-120-277VIES
H3		700mA	189	13300	15700	2-0-2	2-0-2	ERS2_H3A1730	-120-277VIES	ERS2_H3A1740	-120-277VIES
D3	B1	700mA	113	8300	10000	2-0-1	2-0-1	ERS2_D3B1730	-120-277VIES	ERS2_D3B1740	-120-277VIES
E1		700mA	130	9600	11600	2-0-1	2-0-1	ERS2_E1B1730	-120-277VIES	ERS2_E1B1740	-120-277VIES
F3		700mA	148	10900	13100	2-0-2	2-0-2	ERS2_F3B1730	-120-277VIES	ERS2_F3B1740	-120-277VIES
G3		700mA	172	12100	14600	2-0-2	2-0-2	ERS2_G3B1730	-120-277VIES	ERS2_G3B1740	-120-277VIES
H3		700mA	189	13400	16100	2-0-2	2-0-2	ERS2_H3B1730	-120-277VIES	ERS2_H3B1740	-120-277VIES
D3	C1	700mA	113	8300	10000	2-0-1	2-0-1	ERS2_D3C1730	-120-277VIES	ERS2_D3C1740	-120-277VIES
E1		700mA	130	9600	11600	2-0-1	2-0-1	ERS2_E1C1730	-120-277VIES	ERS2_E1C1740	-120-277VIES
F3		700mA	148	10900	13100	2-0-2	2-0-2	ERS2_F3C1730	-120-277VIES	ERS2_F3C1740	-120-277VIES
G3		700mA	172	12100	14600	2-0-2	2-0-2	ERS2_G3C1730	-120-277VIES	ERS2_G3C1740	-120-277VIES
H3		700mA	189	13400	16100	2-0-2	2-0-2	ERS2_H3C1730	-120-277VIES	ERS2_H3C1740	-120-277VIES
D3	D1	700mA	113	8100	9700	2-0-2	2-0-2	ERS2_D3D1730	-120-277VIES	ERS2_D3D1740	-120-277VIES
E1		700mA	130	9400	11300	2-0-2	2-0-2	ERS2_E1D1730	-120-277VIES	ERS2_E1D1740	-120-277VIES
F3		700mA	148	10600	12800	2-0-2	2-0-2	ERS2_F3D1730	-120-277VIES	ERS2_F3D1740	-120-277VIES
G3		700mA	172	12000	14200	2-0-2	2-0-2	ERS2_G3D1730	-120-277VIES	ERS2_G3D1740	-120-277VIES
H3		700mA	189	13300	15700	2-0-2	2-0-2	ERS2_H3D1730	-120-277VIES	ERS2_H3D1740	-120-277VIES
D3	E1	700mA	113	8300	10000	2-0-1	2-0-1	ERS2_D3E1730	-120-277VIES	ERS2_D3E1740	-120-277VIES
E1		700mA	130	9600	11600	2-0-2	2-0-2	ERS2_E1E1730	-120-277VIES	ERS2_E1E1740	-120-277VIES
F3		700mA	148	10900	13100	2-0-2	2-0-2	ERS2_F3E1730	-120-277VIES	ERS2_F3E1740	-120-277VIES
G3		700mA	172	12100	14600	2-0-2	2-0-2	ERS2_G3E1730	-120-277VIES	ERS2_G3E1740	-120-277VIES
H3		700mA	189	13400	16100	2-0-2	2-0-2	ERS2_H3E1730	-120-277VIES	ERS2_H3E1740	-120-277VIES

NOTES:

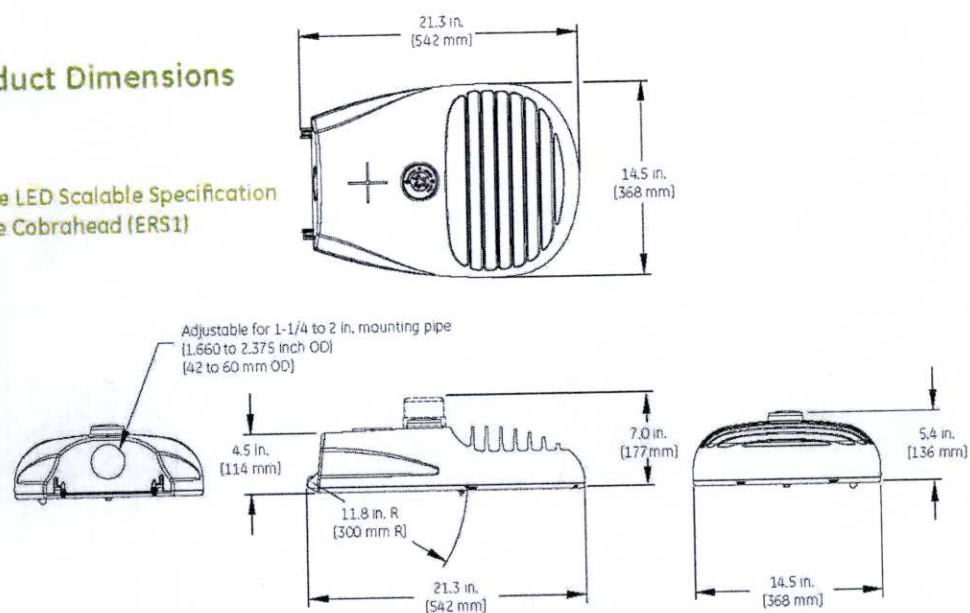
- Max Operating Ambient 50°C
- 347-480V Not Available in 700mA & 1050mA
- For T Option, Contact Manufacturer

Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) ≥ 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 2198 SQETMLH17005

Product Dimensions

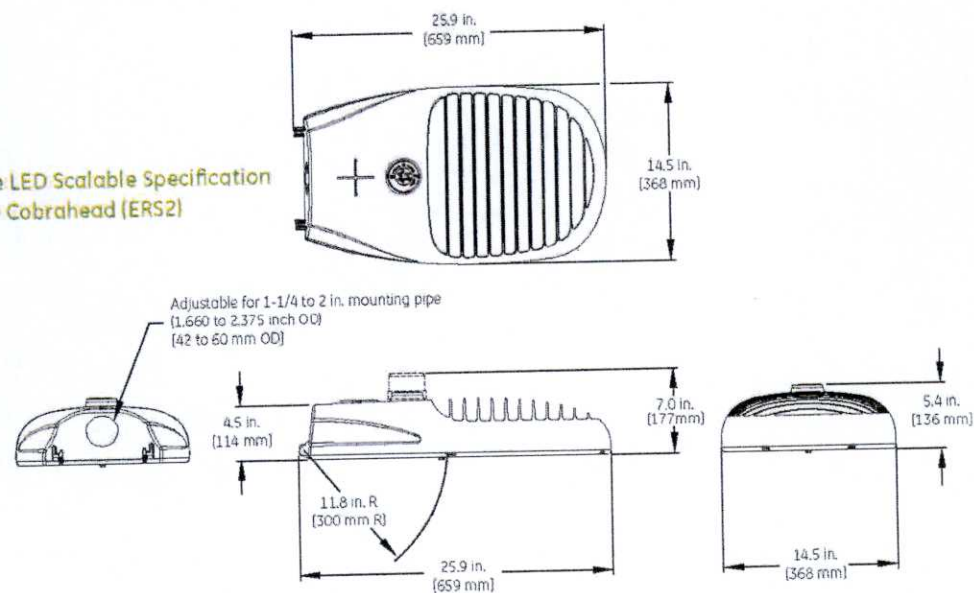
Evolve LED Scalable Specification Grade Cobrahead (ERS1)



DATA

- Approximate Net Weight: 20 to 25 lbs. (9.07 to 11.34 kgs.)
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.5 sq. ft. max (0.046 sq. m)

Evolve LED Scalable Specification Grade Cobrahead (ERS2)

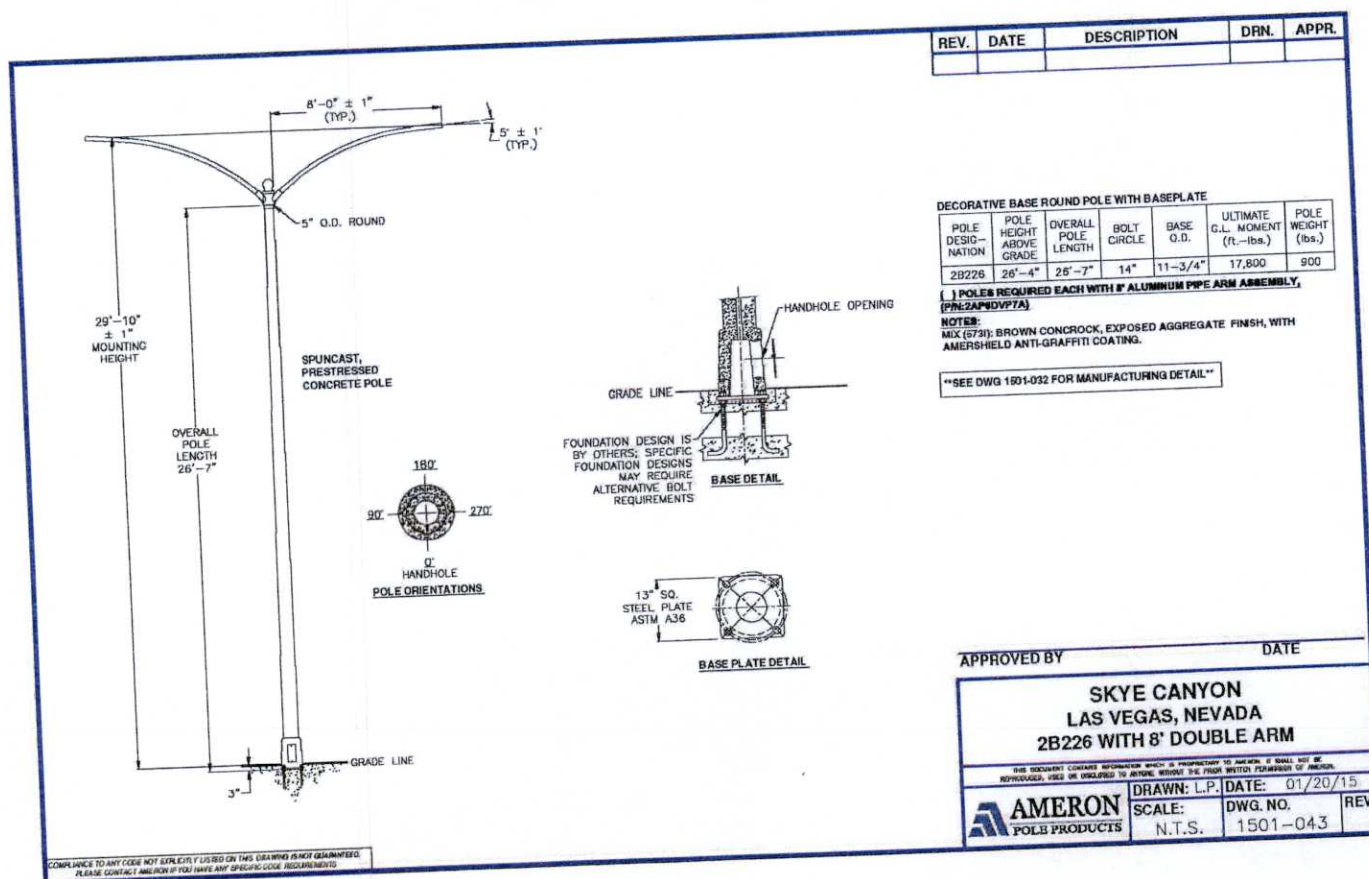


DATA

- Approximate Net Weight: 25 to 29 lbs. (11.34 to 13.15 kgs.)
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.7 sq. ft. max (0.065 sq. m)

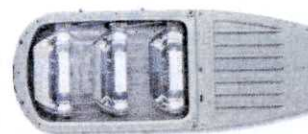
EXHIBIT N

Arterial Lane



Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS3)



ERS3

5

PROD. ID	VOLTAGE	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	LED COLOR TEMP	PE FUNCTION	COLOR	OPTIONS
E = Evolve	0 = 120-277*	Product Tier 1 = Specification Grade See Charts for all levels	A1 = Extra Narrow Asymmetric B1 = Narrow Asymmetric (Medium) C1 = Asymmetric (Short) D1 = Asymmetric (Medium) E1 = Asymmetric (Medium)	4 = 525mA 30 = 3000K 40 = 4000K 50 = 5000K	1 = None 2 = PE Receptacle 4 = PE Receptacle & Shorting Cap 5 = PE Receptacle & ANSI C136 1-PE Control A = ANSI C136 41-7-pin Dimming Receptacle D = ANSI C136 41-7-pin Dimming Receptacle with Shorting Cap	BLACK = Black GRAY = Gray RAL # 8011 Nut: Brown	D = Wired Dimming E = External Bubble Level F = Fusing G = Internal Bubble Level L = Tool-Less Entry K = Additional Secondary Surge Protection Device T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002. - Rating 1 - 10kV/5kA Location Category (120 events) - Rating 2 - 6kV/3kA Location Category C-Low (5000 events) XXX = Special Options	
R = Roadway	1 = 120 2 = 208 3 = 240 4 = 277 H = 347-480*							
S = Scalable	D = 347 S = 480							
3 = Triple Module Optical Assembly	* Fusing not available with Voltage "0" or "H"							
								076: House Side opti

PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	TYPICAL SYSTEM WATTAGE 120-277V	TYPICAL SYSTEM WATTAGE 347-480V	TYPICAL INITIAL LUMENS 3000K	BUS RATING 3000K 4000K & 5000K	IES FILE NUMBERS 120-277V 3000K	IES FILE NUMBERS 120-277V 4000K	IES FILE NUMBERS 120-277V 5000K
J3		A1	525mA	151	166	11700	14000	3-0-2	ERS3_JA1530	-120-277VIES
K3		A1	525mA	170	187	12700	15300	3-0-3	ERS3_JA1530	-120-277VIES
L3		A1	525mA	183	201	13700	16500	3-0-3	ERS3_JA1530	-120-277VIES
M3		A1	525mA	196	216	14700	17700	3-0-3	ERS3_JA1530	-120-277VIES
N3		A1	525mA	209	230	15700	18900	3-0-3	ERS3_JA1530	-120-277VIES
J3		B1	525mA	151	166	13000	14400	3-0-2	ERS3_JB1530	-120-277VIES
K3		B1	525mA	170	187	13000	15600	3-0-2	ERS3_JB1530	-120-277VIES
L3		B1	525mA	183	201	14000	16800	3-0-2	ERS3_JB1530	-120-277VIES
M3		B1	525mA	196	216	15100	18100	3-0-2	ERS3_JB1530	-120-277VIES
N3		B1	525mA	209	230	16100	19400	3-0-2	ERS3_JB1530	-120-277VIES
J3		C1	525mA	151	166	13000	14400	3-0-2	ERS3_JC1530	-120-277VIES
K3		C1	525mA	170	187	13000	15600	3-0-2	ERS3_JC1530	-120-277VIES
L3		C1	525mA	183	201	14000	16800	3-0-2	ERS3_JC1530	-120-277VIES
M3		C1	525mA	196	216	15100	18100	3-0-2	ERS3_JC1530	-120-277VIES
N3		C1	525mA	209	230	16100	19400	3-0-2	ERS3_JC1530	-120-277VIES
J3		D1	525mA	151	166	11700	14000	2-0-2	ERS3_JD1530	-120-277VIES
K3		D1	525mA	170	187	12700	15300	3-0-2	ERS3_JD1530	-120-277VIES
L3		D1	525mA	183	201	13700	16500	3-0-2	ERS3_JD1530	-120-277VIES
M3		D1	525mA	196	216	14700	17700	3-0-2	ERS3_JD1530	-120-277VIES
N3		D1	525mA	209	230	15700	18900	3-0-2	ERS3_JD1530	-120-277VIES
J3		E1	525mA	151	166	12000	14400	3-0-2	ERS3_JE1530	-120-277VIES
K3		E1	525mA	170	187	13000	15600	3-0-2	ERS3_JE1530	-120-277VIES
L3		E1	525mA	183	201	14000	16800	3-0-2	ERS3_JE1530	-120-277VIES
M3		E1	525mA	196	216	15100	18100	3-0-2	ERS3_JE1530	-120-277VIES
N3		E1	525mA	209	230	16100	19400	3-0-2	ERS3_JE1530	-120-277VIES

NOTES:

- Max Operating Ambient 50° C
- Max Operating Ambient 45° C for 347-480V
- For T Option, Contact Manufacturer

Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQUETMLH17005

Scalable Specification Grade Cobrahead

525 mA		TYPICAL SYSTEM WATTAGE		TYPICAL SYSTEM WATTAGE		TYPICAL INITIAL LUMENS		BUG RATING		IES FILE NUMBERS		IES FILE NUMBERS		IES FILE NUMBERS	
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	120-277V	347-480V	3000K	4000K & 5000K	3000K	4000K & 5000K	347-480V 3000K	347-480V 4000K	347-480V 4000K	347-480V 4000K	347-480V 3000K	347-480V 3000K
D3	A1	525mA	88	97	6700	8000	2-0-2	2-0-2	ERS2_D3A1530	-347-480VIES	ERS2_D3A1540	-347-480VIES	ERS2_D3A1550	-347-480VIES	ERS2_D3A1550
E3		525mA	99	109	7500	9100	2-0-2	3-0-2	ERS2_E3A1530	-347-480VIES	ERS2_E3A1540	-347-480VIES	ERS2_E3A1550	-347-480VIES	ERS2_E3A1550
F3		525mA	112	123	8600	10300	2-0-2	3-0-2	ERS2_F3A1530	-347-480VIES	ERS2_F3A1540	-347-480VIES	ERS2_F3A1550	-347-480VIES	ERS2_F3A1550
G3		525mA	125	138	9600	11500	3-0-2	3-0-2	ERS2_G3A1530	-347-480VIES	ERS2_G3A1540	-347-480VIES	ERS2_G3A1550	-347-480VIES	ERS2_G3A1550
H3		525mA	138	152	10600	12700	3-0-2	3-0-3	ERS2_H3A1530	-347-480VIES	ERS2_H3A1540	-347-480VIES	ERS2_H3A1550	-347-480VIES	ERS2_H3A1550
D3	B1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3B1530	-347-480VIES	ERS2_D3B1540	-347-480VIES	ERS2_D3B1550	-347-480VIES	ERS2_D3B1550
E3		525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3B1530	-347-480VIES	ERS2_E3B1540	-347-480VIES	ERS2_E3B1550	-347-480VIES	ERS2_E3B1550
F3		525mA	112	123	8800	10600	2-0-1	3-0-2	ERS2_F3B1530	-347-480VIES	ERS2_F3B1540	-347-480VIES	ERS2_F3B1550	-347-480VIES	ERS2_F3B1550
G3		525mA	125	138	9800	11800	2-0-1	3-0-2	ERS2_G3B1530	-347-480VIES	ERS2_G3B1540	-347-480VIES	ERS2_G3B1550	-347-480VIES	ERS2_G3B1550
H3		525mA	138	152	10900	13000	3-0-2	3-0-2	ERS2_H3B1530	-347-480VIES	ERS2_H3B1540	-347-480VIES	ERS2_H3B1550	-347-480VIES	ERS2_H3B1550
D3	C1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3C1530	-347-480VIES	ERS2_D3C1540	-347-480VIES	ERS2_D3C1550	-347-480VIES	ERS2_D3C1550
E3		525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3C1530	-347-480VIES	ERS2_E3C1540	-347-480VIES	ERS2_E3C1550	-347-480VIES	ERS2_E3C1550
F3		525mA	112	123	8800	10600	2-0-1	3-0-1	ERS2_F3C1530	-347-480VIES	ERS2_F3C1540	-347-480VIES	ERS2_F3C1550	-347-480VIES	ERS2_F3C1550
G3		525mA	125	138	9800	11800	2-0-1	3-0-2	ERS2_G3C1530	-347-480VIES	ERS2_G3C1540	-347-480VIES	ERS2_G3C1550	-347-480VIES	ERS2_G3C1550
H3		525mA	138	152	10900	13000	3-0-2	3-0-2	ERS2_H3C1530	-347-480VIES	ERS2_H3C1540	-347-480VIES	ERS2_H3C1550	-347-480VIES	ERS2_H3C1550
D3	D1	525mA	88	97	6700	8000	2-0-1	2-0-1	ERS2_D3D1530	-347-480VIES	ERS2_D3D1540	-347-480VIES	ERS2_D3D1550	-347-480VIES	ERS2_D3D1550
E3		525mA	99	109	7500	9100	2-0-1	2-0-2	ERS2_E3D1530	-347-480VIES	ERS2_E3D1540	-347-480VIES	ERS2_E3D1550	-347-480VIES	ERS2_E3D1550
F3		525mA	112	123	8600	10300	2-0-2	2-0-2	ERS2_F3D1530	-347-480VIES	ERS2_F3D1540	-347-480VIES	ERS2_F3D1550	-347-480VIES	ERS2_F3D1550
G3		525mA	125	138	9600	11500	2-0-2	2-0-2	ERS2_G3D1530	-347-480VIES	ERS2_G3D1540	-347-480VIES	ERS2_G3D1550	-347-480VIES	ERS2_G3D1550
H3		525mA	138	152	10600	12700	2-0-2	3-0-2	ERS2_H3D1530	-347-480VIES	ERS2_H3D1540	-347-480VIES	ERS2_H3D1550	-347-480VIES	ERS2_H3D1550
D3	E1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_D3E1530	-120-277VIES	ERS2_D3E1540	-120-277VIES	ERS2_D3E1550	-120-277VIES	ERS2_D3E1550
E3		525mA	99	109	7700	9300	2-0-1	2-0-2	ERS2_E3E1530	-347-480VIES	ERS2_E3E1540	-347-480VIES	ERS2_E3E1550	-347-480VIES	ERS2_E3E1550
F3		525mA	112	123	8800	10600	2-0-1	3-0-2	ERS2_F3E1530	-347-480VIES	ERS2_F3E1540	-347-480VIES	ERS2_F3E1550	-347-480VIES	ERS2_F3E1550
G3		525mA	125	138	9800	11800	2-0-2	3-0-2	ERS2_G3E1530	-347-480VIES	ERS2_G3E1540	-347-480VIES	ERS2_G3E1550	-347-480VIES	ERS2_G3E1550
H3		525mA	138	152	10900	13000	3-0-2	3-0-2	ERS2_H3E1530	-347-480VIES	ERS2_H3E1540	-347-480VIES	ERS2_H3E1550	-347-480VIES	ERS2_H3E1550

NOTES

- Max Operating Ambient 50° C
- 347-480V Not Available In 700mA & 1050mA
- For T Option, Contact Manufacturer

Lumen Maintenance

- Projected L91 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

Scalable Specification Grade Cobrahead

525 mA		PHOTOMETRIC TYPE	DRIVE CURRENT	TYPICAL SYSTEM WATTAGE		TYPICAL INITIAL LUMENS		BUG RATING		IES FILE NUMBERS		IES FILE NUMBERS		IES FILE NUMBERS	
PRODUCT ID	OPTICAL CODE			120-277V	347-480V	3000K	4000K & 5000K	3000K	4000K & 5000K	347-480V 3000K	347-480V 4000K	347-480V 4000K	347-480V 5000K	347-480V 5000K	347-480V 5000K
Z1			525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_23A1530	347-480V/IES	ERS1_23A1540	347-480V/ies	ERS1_23A1550	347-480V/ies
A3			525mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3A1530	347-480V/IES	ERS1_A3A1540	347-480V/ies	ERS1_A3A1550	347-480V/ies
B3	A1		525mA	60	66	4500	5400	2-0-1	2-0-1	ERS1_B3A1530	347-480V/IES	ERS1_B3A1540	347-480V/ies	ERS1_B3A1550	347-480V/ies
C3			525mA	73	80	5500	6600	2-0-1	2-0-2	ERS1_C3A1530	347-480V/IES	ERS1_C3A1540	347-480V/ies	ERS1_C3A1550	347-480V/ies
Z1			525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23B1530	347-480V/IES	ERS1_23B1540	347-480V/ies	ERS1_23B1550	347-480V/ies
A3			525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3B1530	347-480V/IES	ERS1_A3B1540	347-480V/ies	ERS1_A3B1550	347-480V/ies
B3	B1		525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3B1530	347-480V/IES	ERS1_B3B1540	347-480V/ies	ERS1_B3B1550	347-480V/ies
C3			525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3B1530	347-480V/IES	ERS1_C3B1540	347-480V/ies	ERS1_C3B1550	347-480V/ies
Z1			525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23C1530	347-480V/IES	ERS1_23C1540	347-480V/ies	ERS1_23C1550	347-480V/ies
A3			525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3C1530	347-480V/IES	ERS1_A3C1540	347-480V/ies	ERS1_A3C1550	347-480V/ies
B3	C1		525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3C1530	347-480V/IES	ERS1_B3C1540	347-480V/ies	ERS1_B3C1550	347-480V/ies
C3			525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3C1530	347-480V/IES	ERS1_C3C1540	347-480V/ies	ERS1_C3C1550	347-480V/ies
Z1			525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_23D1530	347-480V/IES	ERS1_23D1540	347-480V/ies	ERS1_23D1550	347-480V/ies
A3			525mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3D1530	347-480V/IES	ERS1_A3D1540	347-480V/ies	ERS1_A3D1550	347-480V/ies
B3	D1		525mA	60	66	4500	5400	1-0-1	1-0-1	ERS1_B3D1530	347-480V/IES	ERS1_B3D1540	347-480V/ies	ERS1_B3D1550	347-480V/ies
C3			525mA	73	80	5500	6600	1-0-1	2-0-1	ERS1_C3D1530	347-480V/IES	ERS1_C3D1540	347-480V/ies	ERS1_C3D1550	347-480V/ies
Z1			525mA	31	34	2300	2800	1-0-0	1-0-1	ERS1_23E1530	347-480V/IES	ERS1_23E1540	347-480V/ies	ERS1_23E1550	347-480V/ies
A3			525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3E1530	347-480V/IES	ERS1_A3E1540	347-480V/ies	ERS1_A3E1550	347-480V/ies
B3	E1		525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3E1530	347-480V/IES	ERS1_B3E1540	347-480V/ies	ERS1_B3E1550	347-480V/ies
C3			525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3E1530	347-480V/IES	ERS1_C3E1540	347-480V/ies	ERS1_C3E1550	347-480V/ies

NOTES:

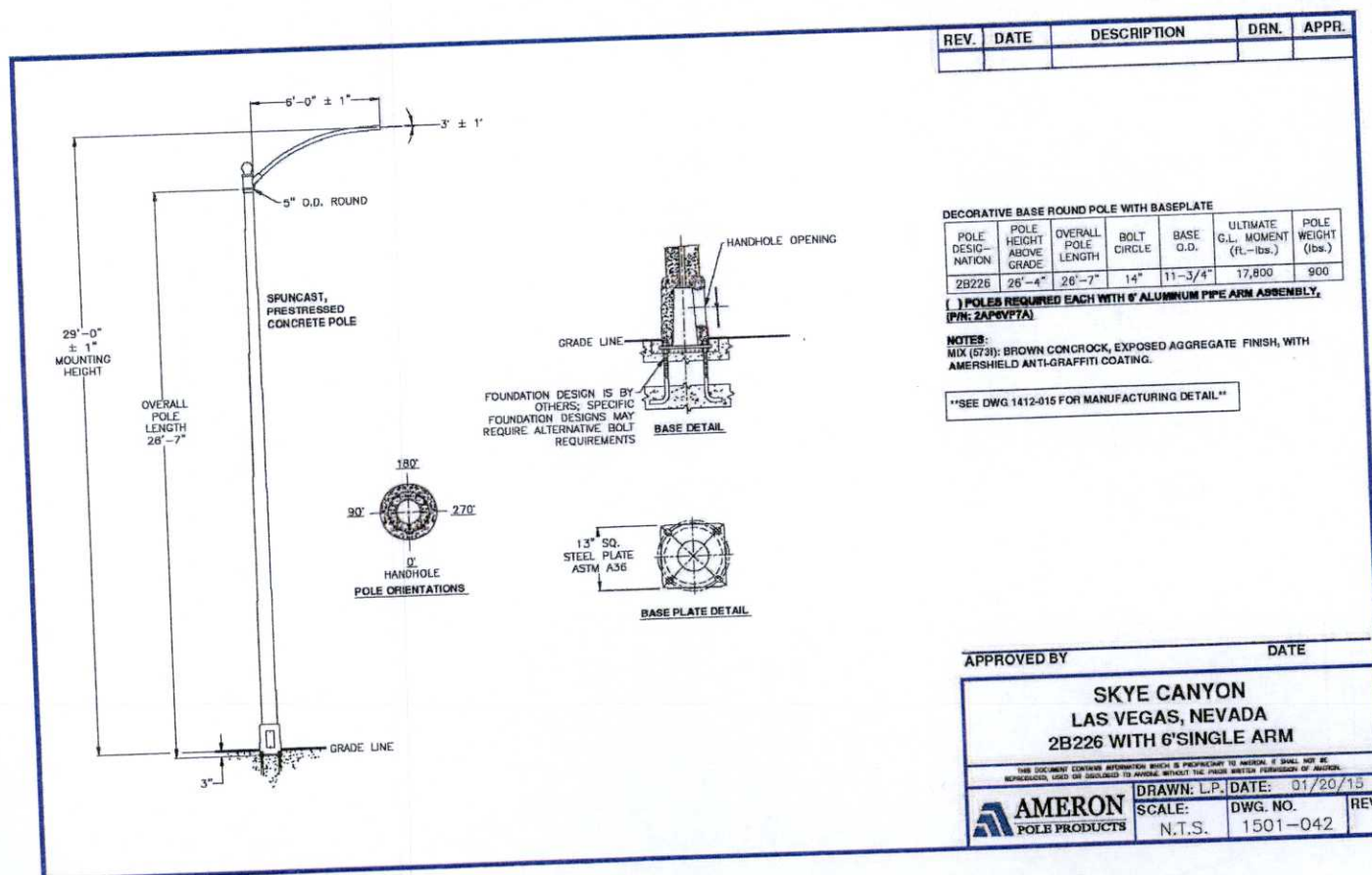
- Max Operating Ambient 50°C
- 347-480V Not Available in 700mA & 1050mA
- For T Option (Contact Manufacturer)

Lumen Maintenance

- Projected L91 (10K) $\geq$ 50,000 at Ta 25C
 - Projected L70 (10K) $>$ 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

EXHIBIT N

Major Lane



Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS2)



ERS2

PROD. ID	VOLTAGE	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	LED COLOR TEMP	PE FUNCTION	COLOR	OPTIONS
E = Evolve	0 = 120-277*	Product Tier	A1 = Extra Narrow Asymmetric	5 = 525mA	30 = 3000K	1 = None	BLACK = Black	D = Wired Dimming
R = Roadway	1 = 120	*3 = Specification Grade	B1 = Narrow Asymmetric (Medium)	7 = 700mA	40 = 4000K	2 = PE Receptacle	GRAY = Gray	E = External Bubble Level
S = Scalable	2 = 240	See Chans for all levels	C1 = Asymmetric (Short)	1 = 1050mA	50 = 5000K*	4 = PE Receptacle & Shorting Cap	RAL # 9011	F = Fusing
2 = Double Module Optical Assembly	3 = 240		D1 = Asymmetric Forward		NOTE: For 1050mA drive current, nominal color temperature (CCT) = 5300K	5 = PE Receptacle & ANSI C136.1 PE Control	Nat Brown	G = Internal Bubble Level
	4 = 277		E1 = Asymmetric (Medium)			A = ANSI C136.41-7-pin Dimming Receptacle		L = Tool-Less Entry
	H = 347-480*					U = ANSI C136.41-7-pin Dimming Receptacle with Shorting Cap		R = Additional Secondary Surge Protection Device
	D = 347							T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002.
	S = 480	* Fusing not available with Voltage "D" or "H"						- Rating 1 - 10kV/5kA Location Category I (120 events).
								- Rating 2 - 6kV/3kA Location Category C-Low (5000 events).
								XXX = Special Options
								112 = House Side Optic

525 mA		TYPICAL SYSTEM WATTAGE		TYPICAL INITIAL LUMENS		BUG RATING		IES FILE NUMBERS		IES FILE NUMBERS		IES FILE NUMBERS	
PRODUCT ID	OPT. CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	120-277V	347-480V	3000K	4000K	120-277V	3000K	120-277V	4000K	120-277V	3000K
D3		A1	525mA	88	97	6700	8000	2-0-2	2-0-2	ERS2_05A1530	-120-277VIES	ERS2_03A1540	-120-277VIES
E3		A1	525mA	99	109	7500	9100	2-0-2	3-0-2	ERS2_E3A1530	-120-277VIES	ERS2_E3A1540	-120-277VIES
F3		A1	525mA	112	123	8600	10300	2-0-2	3-0-2	ERS2_F3A1530	-120-277VIES	ERS2_F3A1540	-120-277VIES
G3		A1	525mA	125	138	9600	11500	3-0-2	3-0-2	ERS2_G3A1530	-120-277VIES	ERS2_G3A1540	-120-277VIES
H3		A1	525mA	138	152	10600	12700	3-0-2	3-0-2	ERS2_H3A1530	-120-277VIES	ERS2_H3A1540	-120-277VIES
D3		B1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_03B1530	-120-277VIES	ERS2_03B1540	-120-277VIES
E3		B1	525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3B1530	-120-277VIES	ERS2_E3B1540	-120-277VIES
F3		B1	525mA	112	123	8800	10600	2-0-1	3-0-2	ERS2_F3B1530	-120-277VIES	ERS2_F3B1540	-120-277VIES
G3		B1	525mA	125	138	9800	11800	2-0-1	3-0-2	ERS2_G3B1530	-120-277VIES	ERS2_G3B1540	-120-277VIES
H3		B1	525mA	138	152	10800	13000	3-0-2	3-0-2	ERS2_H3B1530	-120-277VIES	ERS2_H3B1540	-120-277VIES
D3		C1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_03C1530	-120-277VIES	ERS2_03C1540	-120-277VIES
E3		C1	525mA	99	109	7700	9300	2-0-1	2-0-1	ERS2_E3C1530	-120-277VIES	ERS2_E3C1540	-120-277VIES
F3		C1	525mA	112	123	8800	10600	2-0-1	3-0-1	ERS2_F3C1530	-120-277VIES	ERS2_F3C1540	-120-277VIES
G3		C1	525mA	125	138	9800	11800	2-0-1	3-0-2	ERS2_G3C1530	-120-277VIES	ERS2_G3C1540	-120-277VIES
H3		C1	525mA	138	152	10800	13000	3-0-2	3-0-2	ERS2_H3C1530	-120-277VIES	ERS2_H3C1540	-120-277VIES
D3		D1	525mA	88	97	6700	8000	2-0-1	2-0-1	ERS2_05D1530	-120-277VIES	ERS2_03D1540	-120-277VIES
E3		D1	525mA	99	109	7500	9100	2-0-1	2-0-2	ERS2_E3D1530	-120-277VIES	ERS2_E3D1540	-120-277VIES
F3		D1	525mA	112	123	8600	10300	2-0-2	2-0-2	ERS2_F3D1530	-120-277VIES	ERS2_F3D1540	-120-277VIES
G3		D1	525mA	125	138	9600	11500	2-0-2	2-0-2	ERS2_G3D1530	-120-277VIES	ERS2_G3D1540	-120-277VIES
H3		D1	525mA	138	152	10600	12700	2-0-2	3-0-2	ERS2_H3D1530	-120-277VIES	ERS2_H3D1540	-120-277VIES
D3		E1	525mA	88	97	6900	8200	2-0-1	2-0-1	ERS2_03E1530	-120-277VIES	ERS2_03E1540	-120-277VIES
E3		E1	525mA	99	109	7700	9300	2-0-1	2-0-2	ERS2_E3E1530	-120-277VIES	ERS2_E3E1540	-120-277VIES
F3		E1	525mA	112	123	8800	10600	2-0-1	3-0-2	ERS2_F3E1530	-120-277VIES	ERS2_F3E1540	-120-277VIES
G3		E1	525mA	125	138	9800	11800	2-0-2	3-0-2	ERS2_G3E1530	-120-277VIES	ERS2_G3E1540	-120-277VIES
H3		E1	525mA	138	152	10800	13000	3-0-2	3-0-2	ERS2_H3E1530	-120-277VIES	ERS2_H3E1540	-120-277VIES

NOTES:

- Max Operating Ambient 50° C
- Some 347-480V Not DLC Listed (Contact Manufacturer)
- For T Option Availability (Contact Manufacturer)

Lumen Maintenance

- Projected L92 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

Scalable Specification Grade Cobrahead

Scalable Specification Grad Cobrahead															
525 mA															
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	TYPICAL SYSTEM WATTAGE 120-277V	TYPICAL SYSTEM WATTAGE 347-480V	TYPICAL INITIAL LUMENS 3000K & 5000K	BUG RATING		IES FILE NUMBERS 347-480V 3000K		IES FILE NUMBERS 347-480V 4000K		IES FILE NUMBERS 347-480V 5000K		
Z3			525mA	31	34	2300 2700	1-0-1	1-0-1	ERS1_23A1530	347-480VIES	ERS1_23A1540	347-480Vies	ERS1_23A1550	347-480Vies	
A3			525mA	45	50	3400 4000	1-0-1	1-0-1	ERS1_A3A1530	347-480VIES	ERS1_A3A1540	347-480Vies	ERS1_A3A1550	347-480Vies	
B3		A1	525mA	60	66	4500 5400	2-0-1	2-0-1	ERS1_B3A1530	347-480VIES	ERS1_B3A1540	347-480Vies	ERS1_B3A1550	347-480Vies	
C3			525mA	73	80	5500 6600	2-0-1	2-0-2	ERS1_C3A1530	347-480VIES	ERS1_C3A1540	347-480Vies	ERS1_C3A1550	347-480Vies	
Z3			525mA	31	34	2300 2800	1-0-1	1-0-1	ERS1_23B1530	347-480VIES	ERS1_23B1540	347-480Vies	ERS1_23B1550	347-480Vies	
A3		B1	525mA	45	50	3500 4100	1-0-1	1-0-1	ERS1_A3B1530	347-480VIES	ERS1_A3B1540	347-480Vies	ERS1_A3B1550	347-480Vies	
B3			525mA	60	66	4600 5500	1-0-1	2-0-1	ERS1_B3B1530	347-480VIES	ERS1_B3B1540	347-480Vies	ERS1_B3B1550	347-480Vies	
C3			525mA	73	80	5600 6800	2-0-1	2-0-1	ERS1_C3B1530	347-480VIES	ERS1_C3B1540	347-480Vies	ERS1_C3B1550	347-480Vies	
Z3			525mA	31	34	2300 2800	1-0-1	1-0-1	ERS1_23C1530	347-480VIES	ERS1_23C1540	347-480Vies	ERS1_23C1550	347-480Vies	
A3		C1	525mA	45	50	3500 4100	1-0-1	1-0-1	ERS1_A3C1530	347-480VIES	ERS1_A3C1540	347-480Vies	ERS1_A3C1550	347-480Vies	
B3			525mA	60	66	4600 5500	1-0-1	2-0-1	ERS1_B3C1530	347-480VIES	ERS1_B3C1540	347-480Vies	ERS1_B3C1550	347-480Vies	
C3			525mA	73	80	5600 6800	2-0-1	2-0-1	ERS1_C3C1530	347-480VIES	ERS1_C3C1540	347-480Vies	ERS1_C3C1550	347-480Vies	
Z3			525mA	31	34	2300 2700	1-0-1	1-0-1	ERS1_23D1530	347-480VIES	ERS1_23D1540	347-480Vies	ERS1_23D1550	347-480Vies	
A3		D1	525mA	45	50	3400 4000	1-0-1	1-0-1	ERS1_A3D1530	347-480VIES	ERS1_A3D1540	347-480Vies	ERS1_A3D1550	347-480Vies	
B3			525mA	60	66	4500 5400	1-0-1	1-0-1	ERS1_B3D1530	347-480VIES	ERS1_B3D1540	347-480Vies	ERS1_B3D1550	347-480Vies	
C3			525mA	73	80	5500 6600	1-0-1	2-0-1	ERS1_C3D1530	347-480VIES	ERS1_C3D1540	347-480Vies	ERS1_C3D1550	347-480Vies	
Z3			525mA	31	34	2300 2800	1-0-0	1-0-1	ERS1_23E1530	347-480VIES	ERS1_23E1540	347-480Vies	ERS1_23E1550	347-480Vies	
A3		E1	525mA	45	50	3500 4100	1-0-1	1-0-1	ERS1_A3E1530	347-480VIES	ERS1_A3E1540	347-480Vies	ERS1_A3E1550	347-480Vies	
B3			525mA	60	66	4600 5500	1-0-1	2-0-1	ERS1_B3E1530	347-480VIES	ERS1_B3E1540	347-480Vies	ERS1_B3E1550	347-480Vies	
C3			525mA	73	80	5600 6800	2-0-1	2-0-1	ERS1_C3E1530	347-480VIES	ERS1_C3E1540	347-480Vies	ERS1_C3E1550	347-480Vies	

NOTES:

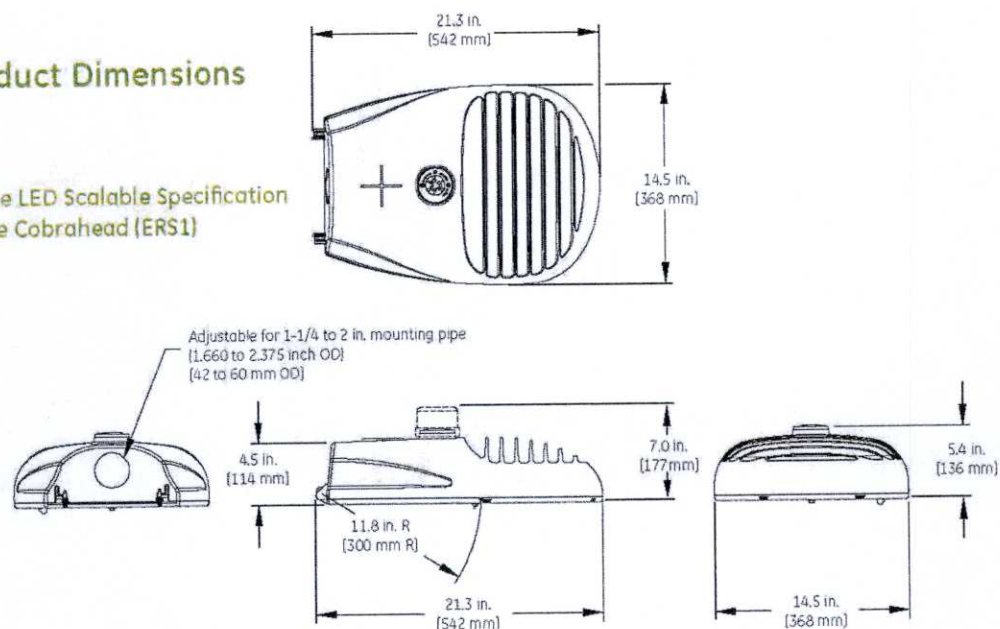
- Max Operating Ambient 50°C
- 347-480V Not Available in 700mA & 1050mA
- For T Option (Contact Manufacturer)

Lumen Maintenance

- Projected L91 (10K) $\geq$ 50,000 at Ta 25C
 - Projected L70 (10K) $>$ 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

Product Dimensions

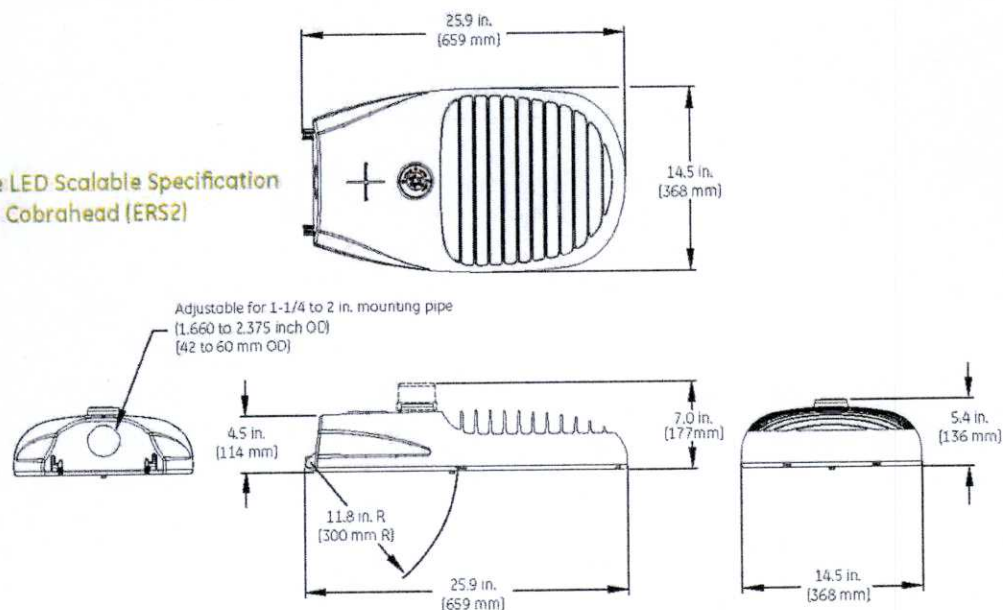
Evolve LED Scalable Specification Grade Cobrahead (ERS1)



DATA

- Approximate Net Weight: 20 to 25 lbs. (9.07 to 11.34 kgs.)
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.5 sq. ft. max (0.046 sq. m)

Evolve LED Scalable Specification Grade Cobrahead (ERS2)



DATA

- Approximate Net Weight: 25 to 29 lbs. (11.34 to 13.15 kgs.)
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.7 sq. ft. max (0.065 sq. m)

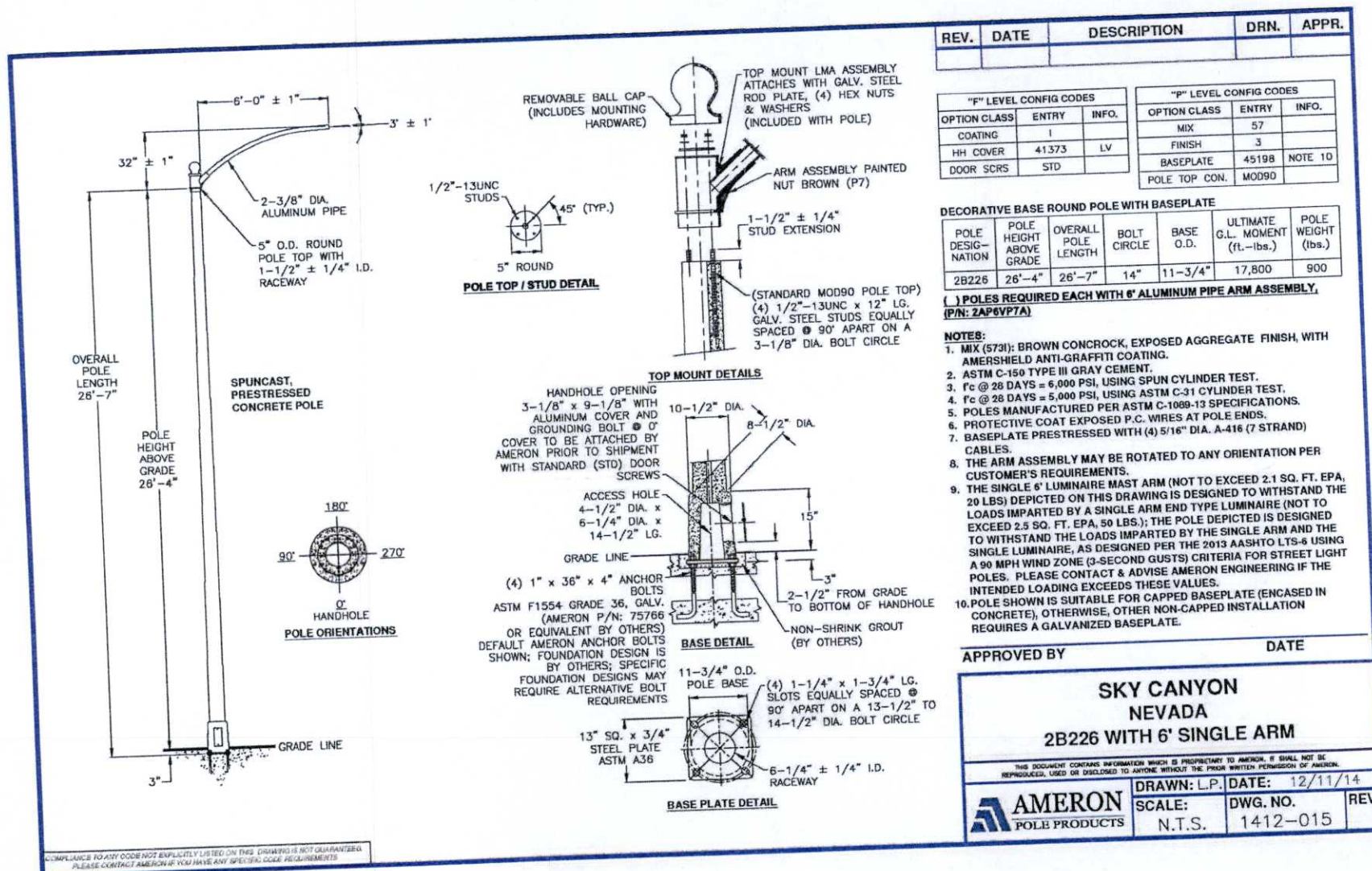
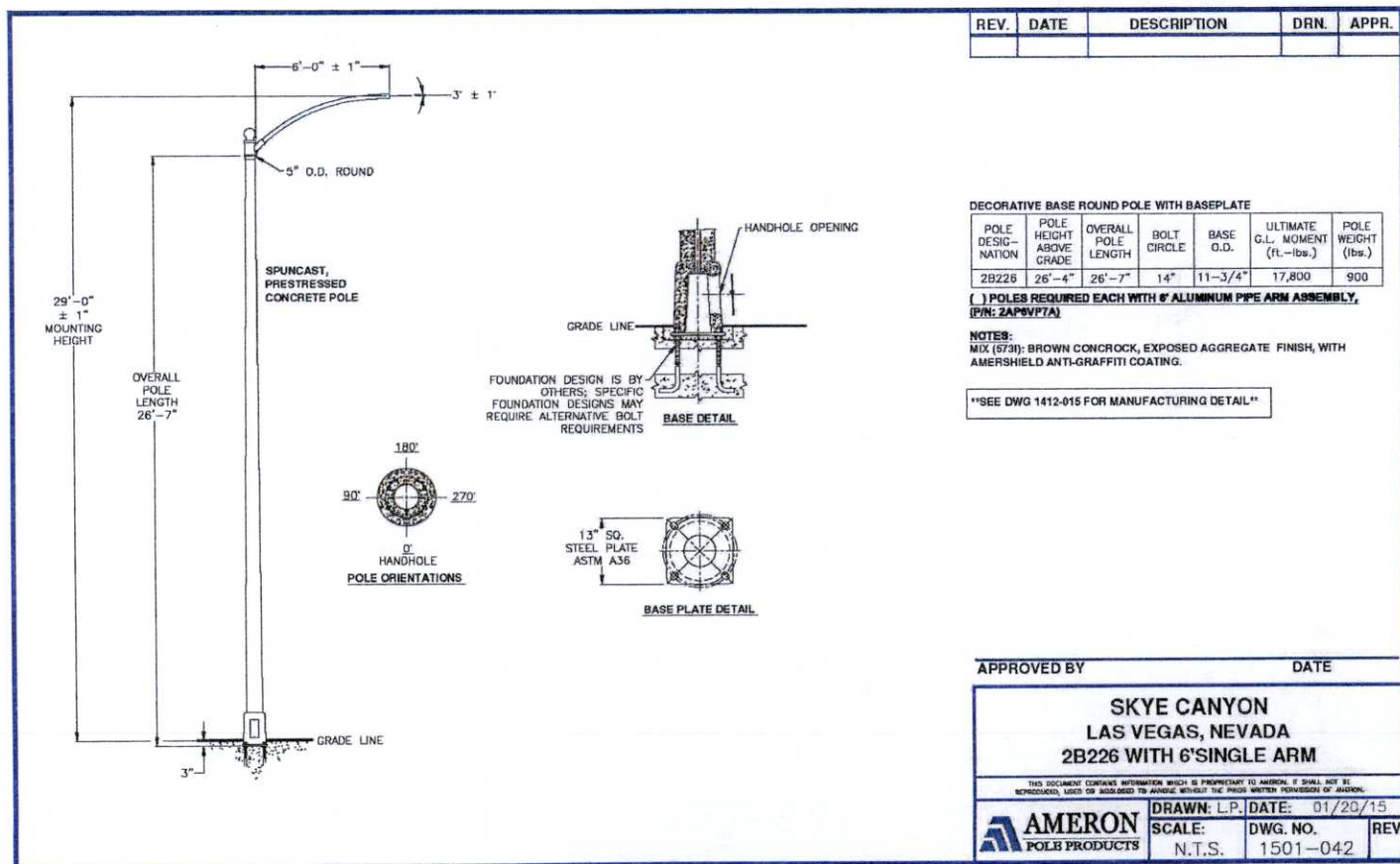


EXHIBIT N

Minor Lane with Sidewalk



Ordering Number Logic

Scalable Specification Grade Cobrahead (ERS2)



ERS2

PROD. ID	VOLTAGE	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	LED COLOR TEMP	PE FUNCTION	COLOR	OPTIONS
E = Evolve	0 = 120-277*	Product Tier	A1 = Extra Narrow Asymetric	15 = 525mA	30 = 3000K	1 = None	BLCK = Black	D = Wired Dimming
R = Roadway	1 = 120	3 = Specification Grade	B1 = Narrow Asymetric (Medium)	7 = 700mA	50 = 5000K	2 = PE Receptacle	GRAY = Gray	E = External Bubble Level
S = Scalable	2 = 208	See Charts for all levels	C1 = Asymetric (Short)	1 = 1050mA		4 = PE Receptacle & Shorting Cap	RAL # 8011	F = Fusing
2 = Double Module Optical Assembly	3 = 240		D1 = Asymetric Forward		NOTE: For 1050mA drive current, nominal color temperature (CCT) = 5300K	5 = PE Receptacle & ANSL C136.41-7-pin Dimming Receptacle	Nut. Brown	G = Internal Bubble Level
	4 = 277		E1 = Asymetric (Medium)			A = ANSI C136.41-7-pin Dimming Receptacle with Shorting Cap		L = Tool-Less Entry
	H = 347-480*					D = ANSI C136.41-7-pin Dimming Receptacle with Shorting Cap		K = Additional Secondary Surge Protection Device
	D = 347							T = GE Energy Extreme Surge Protection per IEEE/ANSI C62.41.2-2002
	S = 480							- Rating 1 - 10kV/31A Location Category (1.20 events)
								- Rating 2 - 6kV/31A Location Category C-Low (5000 events)
								XXX = Special Options
								112 = House Side Optic

525 mA									
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	TYPICAL SYSTEM WATTAGE 120-277V 347-480V	TYPICAL SYSTEM LUMENS 3000K 4000K 5000K	BUS RATING 3000K 4000K 5000K	IES FILE NUMBERS 120-277V 3000K	IES FILE NUMBERS 120-277V 4000K	IES FILE NUMBERS 120-277V 5000K
D1		A1	525mA	88	97	6700 8000	2-0-2	ERS2_08A1530	ERS2_03A1540
E1		A1	525mA	99	109	7500 9100	2-0-2	ERS2_09A1530	ERS2_03A1540
F1		A1	525mA	112	123	8600 10300	2-0-2	ERS2_11A1530	ERS2_03A1540
G1		A1	525mA	125	138	9600 11500	2-0-2	ERS2_12A1530	ERS2_03A1540
H1		A1	525mA	138	152	10600 12700	2-0-2	ERS2_13A1530	ERS2_03A1540
D1		B1	525mA	88	97	6900 8200	2-0-1	ERS2_08B1530	ERS2_03B1540
E1		B1	525mA	99	109	7700 9300	2-0-1	ERS2_09B1530	ERS2_03B1540
F1		B1	525mA	112	123	8800 10600	2-0-1	ERS2_11B1530	ERS2_03B1540
G1		B1	525mA	125	138	9800 11800	2-0-1	ERS2_12B1530	ERS2_03B1540
H1		B1	525mA	138	152	10800 13000	2-0-1	ERS2_13B1530	ERS2_03B1540
D1		C1	525mA	88	97	6900 8200	2-0-1	ERS2_08C1530	ERS2_03C1540
E1		C1	525mA	99	109	7700 9300	2-0-1	ERS2_09C1530	ERS2_03C1540
F1		C1	525mA	112	123	8800 10600	2-0-1	ERS2_11C1530	ERS2_03C1540
G1		C1	525mA	125	138	9800 11800	2-0-1	ERS2_12C1530	ERS2_03C1540
H1		C1	525mA	138	152	10800 13000	2-0-1	ERS2_13C1530	ERS2_03C1540
D1		D1	525mA	88	97	6700 8000	2-0-1	ERS2_08D1530	ERS2_03D1540
E1		D1	525mA	99	109	7500 9100	2-0-1	ERS2_09D1530	ERS2_03D1540
F1		D1	525mA	112	123	8600 10300	2-0-2	ERS2_11D1530	ERS2_03D1540
G1		D1	525mA	125	138	9600 11500	2-0-2	ERS2_12D1530	ERS2_03D1540
H1		D1	525mA	138	152	10600 12700	2-0-2	ERS2_13D1530	ERS2_03D1540
D1		E1	525mA	88	97	6900 8200	2-0-1	ERS2_08E1530	ERS2_03E1540
E1		E1	525mA	99	109	7700 9300	2-0-1	ERS2_09E1530	ERS2_03E1540
F1		E1	525mA	112	123	8800 10600	2-0-1	ERS2_11E1530	ERS2_03E1540
G1		E1	525mA	125	138	9800 11800	2-0-2	ERS2_12E1530	ERS2_03E1540
H1		E1	525mA	138	152	10800 13000	2-0-2	ERS2_13E1530	ERS2_03E1540

NOTES:

- Max Operating Ambient 50° C
- Some 347-480V Not DLC Listed (Contact Manufacturer)
- For T Option Availability (Contact Manufacturer)

Lumen Maintenance

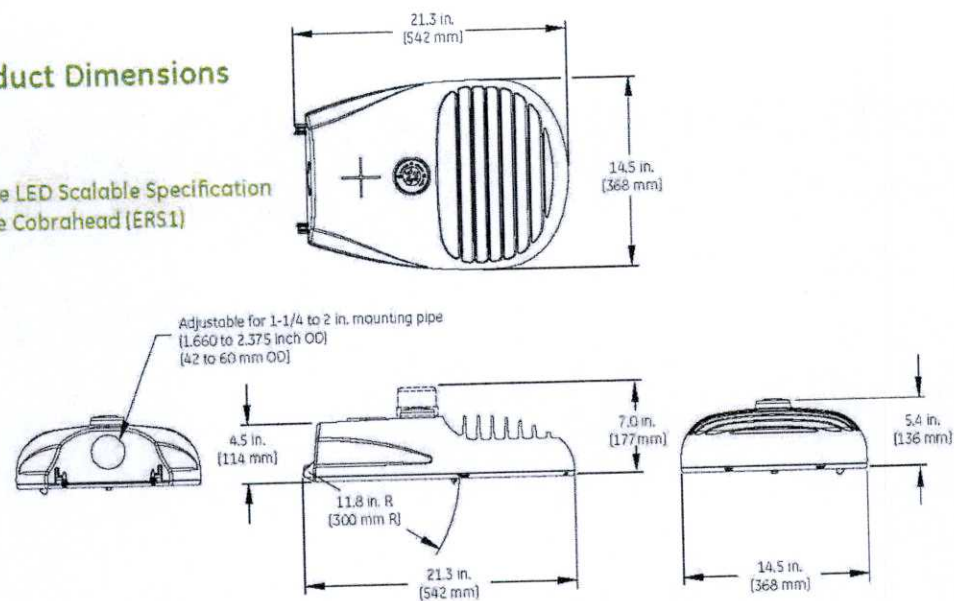
- Projected L92 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

Scalable Specification Grade Cobrahead

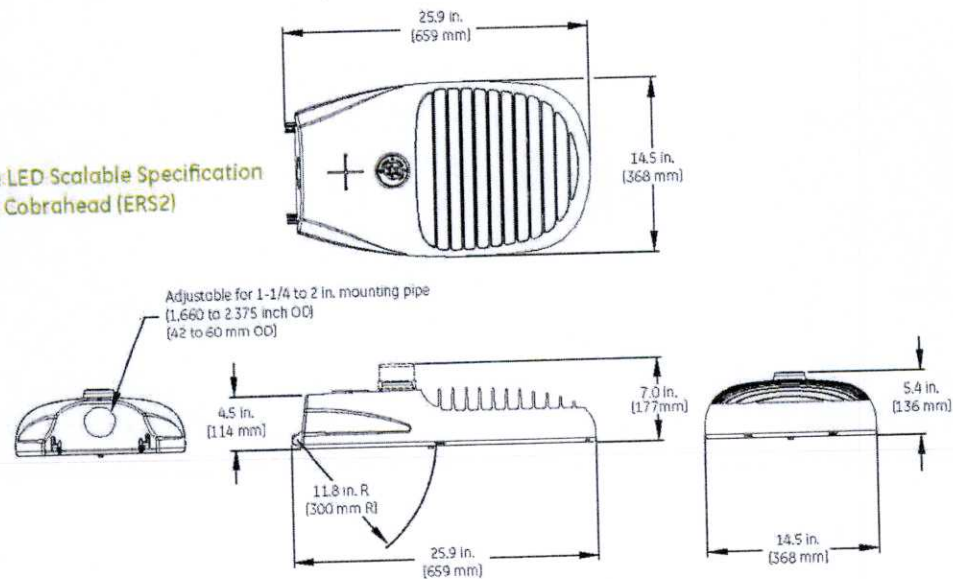
525 mA														
PRODUCT ID	OPTICAL CODE	PHOTOMETRIC TYPE	DRIVE CURRENT	TYPICAL SYSTEM WATTAGE 120-277V	TYPICAL SYSTEM WATTAGE 347-480V	TYPICAL INITIAL LUMENS 3000K & 5000K	BUG RATING		IES FILE NUMBERS 347-480V 3000K		IES FILE NUMBERS 347-480V 4000K		IES FILE NUMBERS 347-480V 5000K	
Z3	A1		525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_23A1530_347-480VIES	ERS1_23A1540_347-480VIES	ERS1_23A1550_347-480VIES	ERS1_23A1550_347-480VIES	
A3			525mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3A1530_347-480VIES	ERS1_A3A1540_347-480VIES	ERS1_A3A1550_347-480VIES	ERS1_A3A1550_347-480VIES	
B3			525mA	60	66	4500	5400	2-0-1	2-0-1	ERS1_B3A1530_347-480VIES	ERS1_B3A1540_347-480VIES	ERS1_B3A1550_347-480VIES	ERS1_B3A1550_347-480VIES	
C3			525mA	73	80	5500	6600	2-0-1	2-0-2	ERS1_C3A1530_347-480VIES	ERS1_C3A1540_347-480VIES	ERS1_C3A1550_347-480VIES	ERS1_C3A1550_347-480VIES	
Z3	B1		525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23B1530_347-480VIES	ERS1_23B1540_347-480VIES	ERS1_23B1550_347-480VIES	ERS1_23B1550_347-480VIES	
A3			525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3B1530_347-480VIES	ERS1_A3B1540_347-480VIES	ERS1_A3B1550_347-480VIES	ERS1_A3B1550_347-480VIES	
B3			525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3B1530_347-480VIES	ERS1_B3B1540_347-480VIES	ERS1_B3B1550_347-480VIES	ERS1_B3B1550_347-480VIES	
C3			525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3B1530_347-480VIES	ERS1_C3B1540_347-480VIES	ERS1_C3B1550_347-480VIES	ERS1_C3B1550_347-480VIES	
Z3	C1		525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23C1530_347-480VIES	ERS1_23C1540_347-480VIES	ERS1_23C1550_347-480VIES	ERS1_23C1550_347-480VIES	
A3			525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3C1530_347-480VIES	ERS1_A3C1540_347-480VIES	ERS1_A3C1550_347-480VIES	ERS1_A3C1550_347-480VIES	
B3			525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3C1530_347-480VIES	ERS1_B3C1540_347-480VIES	ERS1_B3C1550_347-480VIES	ERS1_B3C1550_347-480VIES	
C3			525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3C1530_347-480VIES	ERS1_C3C1540_347-480VIES	ERS1_C3C1550_347-480VIES	ERS1_C3C1550_347-480VIES	
Z3	D1		525mA	31	34	2300	2700	1-0-1	1-0-1	ERS1_23D1530_347-480VIES	ERS1_23D1540_347-480VIES	ERS1_23D1550_347-480VIES	ERS1_23D1550_347-480VIES	
A3			525mA	45	50	3400	4000	1-0-1	1-0-1	ERS1_A3D1530_347-480VIES	ERS1_A3D1540_347-480VIES	ERS1_A3D1550_347-480VIES	ERS1_A3D1550_347-480VIES	
B3			525mA	60	66	4500	5400	1-0-1	1-0-1	ERS1_B3D1530_347-480VIES	ERS1_B3D1540_347-480VIES	ERS1_B3D1550_347-480VIES	ERS1_B3D1550_347-480VIES	
C3			525mA	73	80	5500	6600	1-0-1	2-0-1	ERS1_C3D1530_347-480VIES	ERS1_C3D1540_347-480VIES	ERS1_C3D1550_347-480VIES	ERS1_C3D1550_347-480VIES	
Z3	E1		525mA	31	34	2300	2800	1-0-1	1-0-1	ERS1_23E1530_347-480VIES	ERS1_23E1540_347-480VIES	ERS1_23E1550_347-480VIES	ERS1_23E1550_347-480VIES	
A3			525mA	45	50	3500	4100	1-0-1	1-0-1	ERS1_A3E1530_347-480VIES	ERS1_A3E1540_347-480VIES	ERS1_A3E1550_347-480VIES	ERS1_A3E1550_347-480VIES	
B3			525mA	60	66	4600	5500	1-0-1	2-0-1	ERS1_B3E1530_347-480VIES	ERS1_B3E1540_347-480VIES	ERS1_B3E1550_347-480VIES	ERS1_B3E1550_347-480VIES	
C3			525mA	73	80	5600	6800	2-0-1	2-0-1	ERS1_C3E1530_347-480VIES	ERS1_C3E1540_347-480VIES	ERS1_C3E1550_347-480VIES	ERS1_C3E1550_347-480VIES	

- NOTES:
- Max Operating Ambient 50° C
 - 347-480V Not Available in 700mA & 1050mA
 - For T Option (Contact Manufacturer)

- Lumen Maintenance
- Projected L91 (10K) ≥ 50,000 at Ta 25C
 - Projected L70 (10K) > 100,000 at Ta 25C
- Based on 10,000h LM-80 data for Nichia 219B SQETMLH17005

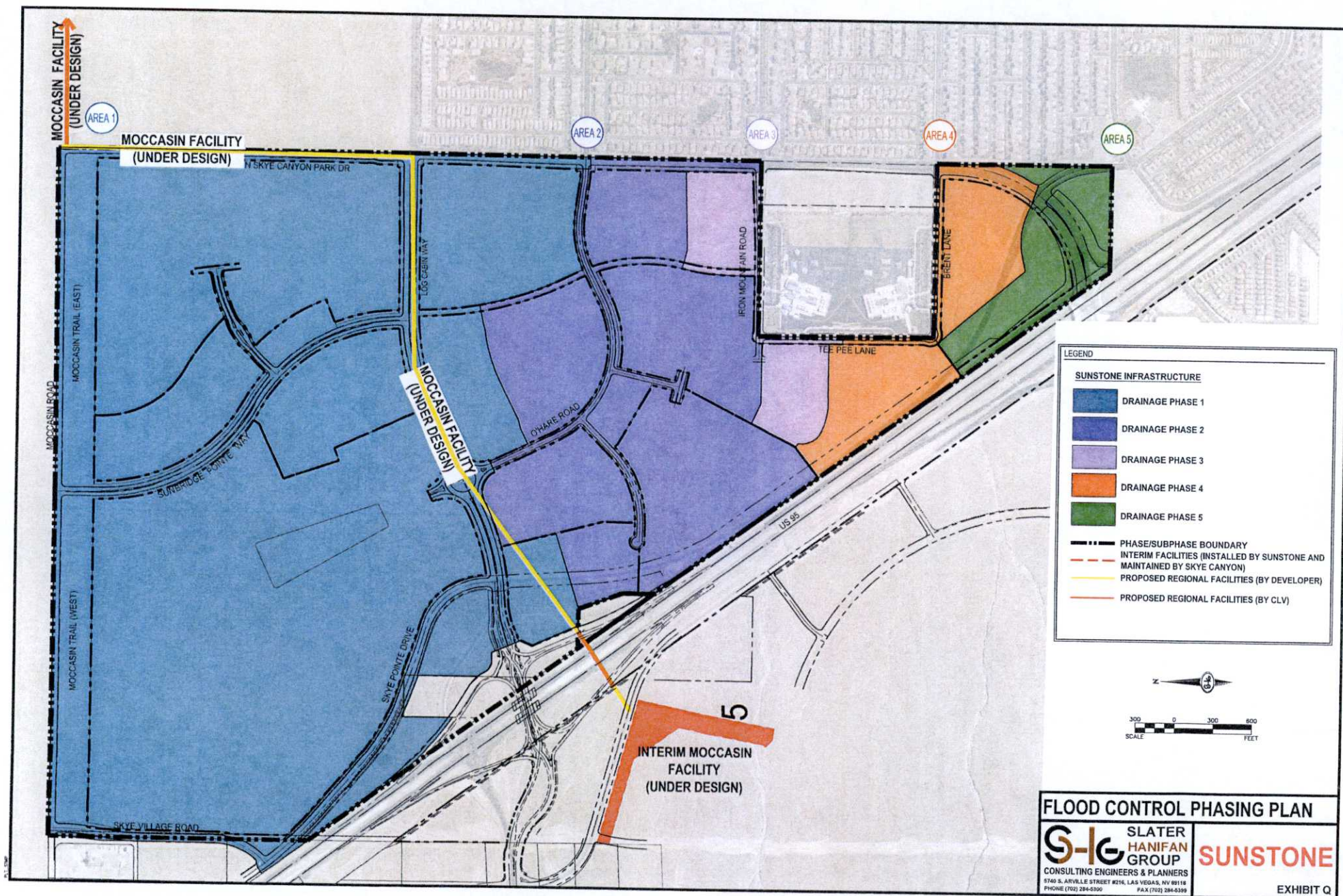
Product Dimensions**Evolve LED Scalable Specification
Grade Cobrahead (ERS1)****DATA**

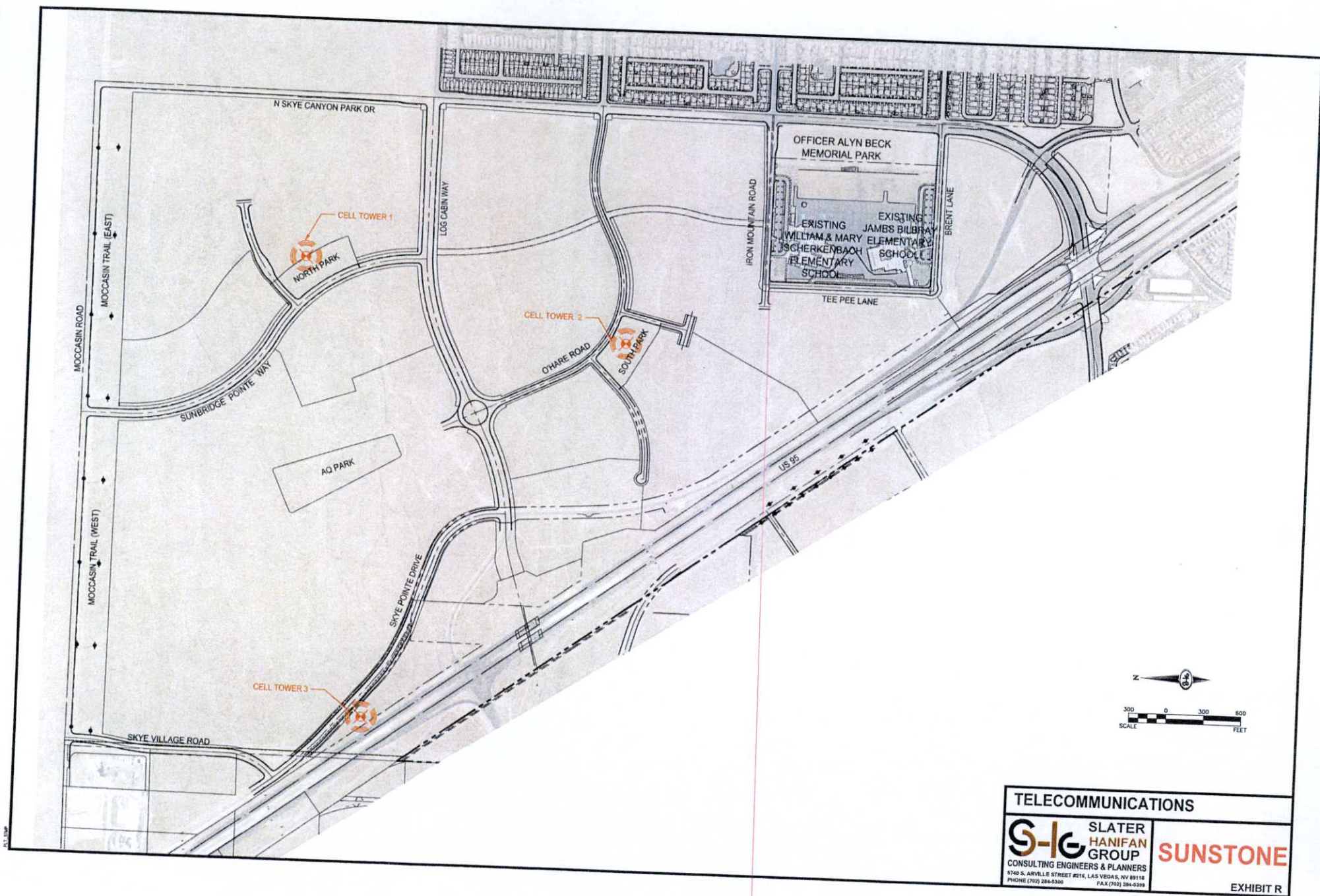
- Approximate Net Weight: 20 to 25 lbs. (9.07 to 11.34 kgs.)
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.5 sq. ft. max (0.046 sq. m)

**Evolve LED Scalable Specification
Grade Cobrahead (ERS2)****DATA**

- Approximate Net Weight: 25 to 29 lbs. (11.34 to 13.15 kgs.)
Contact manufacturer for specific configuration weight.
- Effective Projected Area (EPA): 0.7 sq. ft. max (0.065 sq. m)

Exhibit Q





TELECOMMUNICATIONS	
S-H SLATER HANIFAN GROUP CONSULTING ENGINEERS & PLANNERS 5740 N. ARVILLE STREET #216, LAS VEGAS, NV 89118 PHONE (702) 284-5306 FAX (702) 284-0398	SUNSTONE EXHIBIT R

**RIGHT-OF-WAY ENCROACHMENT LICENSE
TERMS AND CONDITIONS**

1. **GRANT OF LICENSE.** The City hereby grants to Master Developer a revocable and non-exclusive permission to enter upon a portion of the City's right-of-way (the "License Area") for the planning, installation, operation, maintenance, and replacement of landscaping, irrigation, community signing, and related appurtenances (collectively, the "Encroachments").

The City is not granting a building permit or other authorization that would otherwise be required from any department of the City or any other regulatory authority to plan, install, operate, maintain, and replace the Encroachments.

2. **TERM.** This License shall commence as of the effective date of the Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community and shall continue until terminated in accordance with the terms hereunder.

3. **LICENSE FEE.** Master Developer shall have the right to use the License Area at no cost to Master Developer.

4. **NOT A REAL PROPERTY INTEREST.** It is expressly understood that this License does not in any way whatsoever grant or convey any easement, lease, fee of any kind, or other interest in the License Area to Master Developer. The City specifically reserves the right to grant other rights to the License Area that do not unreasonably conflict with the rights granted herein.

5. **PRIOR CONTRACTS AND CONDITION OF TITLE.** Master Developer's rights hereunder are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations, and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to or agreements or documents regarding the License Area. The City does not warrant title to the License Area.

6. **CONDITION OF LICENSE AREA.** Master Developer acknowledges that it has had full opportunity to examine, study, and inspect the License Area and hereby waives any claim for damages that may arise from any of Master Developer's activities in the License Area. Master Developer's use of the Licensed Area shall be conclusive evidence of Master Developer's acceptance of the condition of the License Area and Master Developer hereby accepts the Licensed Area in its present "AS IS, WHERE IS, WITH ALL FAULTS CONDITION" as suitable for the Encroachments. Master Developer accepts the Licensed Area with the full knowledge, understanding, and agreement that the City disclaims any warranty of suitability for Master Developer's intended purposes.

7. **USE RESTRICTIONS.** Master Developer shall conform to and shall cause its employees, business invitees, guests, contractors, and other persons using the Licensed Area pursuant to this License to conform to all and each of the following provisions:

A. Master Developer shall use the Licensed Area solely for the planning, installation, operations, maintenance, and replacement of the Encroachments and no other activities shall be conducted at, on, or from the License Area.

8. **MAINTENANCE OF LICENSE AREA.** Master Developer shall have all responsibility for operation, maintenance, and replacement of the Encroachments on the License Area during the term of this License. Master Developer shall maintain the License Area in a first-class, sound, clean, and attractive manner. If any damage to the License Area occurs, Master Developer shall promptly notify the City.

In the event Master Developer fails or refuses to maintain the Encroachments and the License

Area in a manner reasonably satisfactory to the City, and further fails or refuses to take corrective action within forty-eight (48) hours after its receipt of written notice from the City to so do, the City, at its option, may perform or cause to be performed any repair or maintenance that may be necessary, and the Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said repair or maintenance.

9. **PUBLIC SAFETY.** If the City, in its sole discretion, determines that the Encroachments present a hazard to the public or to the City, to the City's facilities or to the City's ability to safely and conveniently operate the License Area or the adjacent public right-of-way, Master Developer shall cooperate with the City and immediately remedy the hazard at no cost to the City.

10. **TERMINATION/DEFAULT.** This License may be terminated by the City, at any time, by serving thirty (30) business days written notice (the "**Termination Period**"). The City covenants to coordinate as necessary with Master Developer to facilitate the removal of the Landscape Improvements. Upon expiration of the Termination Period, this License and all rights of Master Developer shall absolutely cease.

If Master Developer fails to surrender to the City the Licensed Area upon any termination of this License, all liabilities and obligations of Master Developer hereunder shall continue in effect until the License Area is surrendered. Termination shall not release Master Developer from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

Enforcement of the provisions of this License may be sought by the City, by any proceeding at law or in equity, against any person or entity violating or attempting to violate any provision of this License, either to restrain violation, to compel action, or to recover damages. The foregoing enforcement remedy shall be in addition to any fines or penalties provided by law, including the City's Municipal Code Chapter 9.04, Nuisances.

Failure to maintain the Encroachments may be a violation of the City's Municipal Code, Title 19, and may subject Master Developer, its successors and assigns, to civil penalties under the City's Municipal Code Chapter 9.04, Nuisances.

11. **RESTORATION OF LICENSE AREA.** No later than thirty (30) calendar days after any termination of this License, Master Developer shall, at its own cost and expense, remove the Encroachments and personal property and restore the License Area for its intended public use (the "**Restoration Work**"). Master Developer shall promptly notify City in writing upon completion of the Restoration Work. City shall notify Master Developer within five (5) business days if the Restoration Work is unacceptable to City. In the event the City fails to do so within said five (5) business day period, City shall be deemed to have approved the Restoration Work. If City reasonably objects to any portion of the Restoration Work, within said five (5) business day period, then Master Developer shall have fifteen (15) business days to cure such defects after receipt of City's written objection. If it is not possible to cure such defects within said fifteen (15) business day period, Master Developer shall nevertheless commence such cure work within said fifteen (15) business day period and diligently prosecute same to completion.

Any of Master Developer's Encroachments remaining on the License Area after thirty (30) calendar days after termination of this License may be removed and the License Area restored to its original condition by the City, and Master Developer shall reimburse the City within thirty (30) calendar days after receipt of reasonable costs related to said removal of the Encroachments and restoration of the License Area by the City.

12. RESERVATIONS. The City specifically reserves to itself and excludes from this License a non-exclusive delegable right (the "Reserved Right") over the entire License Area, including any area that may otherwise be for Master Developer's exclusive use, if any, as follows:

A. The City shall have the right to use and allow others to use the License Area and to construct, open, repair, use, and otherwise deal with all manner of improvements at any location on, over and under the License Area, including any uses that may materially and substantially impair Master Developer's ability to use the License Area for a certain period of time under the terms of this License. By way of example and not limitation, the City may construct additional utilities upon the License Area and may perform work related to public health, safety or welfare; traffic, street or utility improvement construction or repair; change of street grade; and installation or other work relating to sewers, storm drains, water lines, power lines, landscaping, or any other types of structure, work or improvements of any description, whether or not included within or related in any manner to any of the foregoing.

B. Neither the City nor any of its agents or contractors shall be liable to Master Developer or any third party for any disruption to the Encroachments due to any exercise by the City or its agents and contractors of their rights under this License.

C. The City shall have the unilateral right to modify the entirety of the License Area from time to time during the term of this License. Upon the City's request, Master Developer, at its own expense, shall remove, relocate, or protect in place the Encroachments upon thirty (30) calendar days' notice from the City or such shorter notice, or no notice, as the City may determine to be practical under the circumstances. Upon completion of the City exercising its Reserved Right, Master Developer shall replace, at its sole cost and expense, any item temporarily relocated or removed.

D. Master Developer shall actively cooperate with the City to facilitate the City's exercise of the Reserved Right.

E. Except in an emergency, entries by the City or its agent and contractors shall be made only after reasonable notice to Master Developer. Any damage to the Master Developer Encroachments or the License Area or to any part thereof resulting from entry by the City or any third parties shall be promptly repaired or replaced at the sole expense of the party causing said damage.

13. COMPLIANCE WITH LAWS/PERMITS/HOLDS. Master Developer shall, in all activities undertaken pursuant to the License, comply and cause its employees, agents, contractors and subcontractors to comply with all federal, state and local laws, statutes, codes, ordinances, rules, regulations, plans, orders, policies and decrees. Without limiting the generality of the foregoing, Master Developer, at its sole cost and expense, shall obtain any and all approvals and permits which may be required by any law, regulation, or ordinance for any activities Master Developer desires to conduct or have conducted pursuant to this License.

14. INSPECTION. The City and its employees, agents, or contractors may enter and inspect the License Area or any portion thereof or any improvements thereon at any time and from time to time at reasonable times to verify Master Developer's compliance with the terms and conditions of this License.

15. INDEMNIFICATION. To the fullest extent permitted by law, Master Developer shall, and shall cause its contractors, agents, and representatives to release, indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents (collectively, "Indemnitees") for, from, and against any and all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses, including, without limitation, court costs, attorney's fees, and costs of investigation (collectively, "Liabilities") of any nature, kind or description directly or indirectly arising out of, resulting from or related to, in whole or in part:

- A. this License;
- B. any rights or interests granted pursuant to this License;
- C. Master Developer's occupation and use of the License Area; or
- D. any act or omission of Master Developer or Master Developer's officers, agents, business invitees and guests, employees, contractors, or anyone directly or indirectly employed by any of them, or anyone they control or exercise control over;

The only Liabilities with respect to which Master Developer's obligation to indemnify the Indemnitees does not apply are Liabilities to the extent caused by or arising from the negligence or willful misconduct of any Indemnitee.

Upon written notice from the City, Master Developer agrees to assume the defense, with counsel reasonably approved by the City, of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Master Developer has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Master Developer shall pay all costs incident to such defense, including without limitation, attorney's fees, investigators' fees, litigation, and appeal expenses, settlement payment and amounts paid in satisfaction of judgments.

16. INSURANCE.

A. GENERAL. Master Developer shall purchase and continuously maintain in full force and effect for the policy periods specified below the insurance policies specified in this Section. If any work authorized under this License is performed by a contractor or subcontractor hired by Master Developer, then these insurance requirements shall also be met by said contractor or subcontractor. The insurance required hereunder shall not be interpreted to relieve Master Developer of any indemnity or obligation under this License. Master Developer shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized. All insurance and requirements in any form or manner is subject to approval and acceptance by the City.

If Master Developer utilizes umbrella or excess policies to meet limit requirements, these policies must "follow form" and afford no less coverage than the primary policy. If utilized, Master Developer shall waive all rights of recovery and its insurers also waive all rights of subrogation of damages against the City for damages covered by Umbrella or Excess Liability obtained by Master Developer as required by City.

B. COMMERCIAL GENERAL LIABILITY INSURANCE. Master Developer shall provide and maintain Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 00-01-10-01). By its terms or appropriate endorsements such insurance shall include the following coverage: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Personal Injury, Blanket Contractual, Independent Contractor, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following final completion of the Project). The policy cannot be endorsed to exclude the perils of explosion (x), collapse (c) and underground (u) exposures without the approval of the City.

If Commercial General Liability Insurance or other form with a general aggregate limit and products and completed operations aggregate limit is used, then the aggregate limits shall apply separately, or Master Developer may obtain separate insurance to provide the required limit which shall not be subject to depletion because of claims arising out of any other projects or activities of Master

Developer. Any such excess insurance shall be at least as broad as Master Developer's primary insurance.

Type of Coverage: Occurrence Basis
Amount of Coverage: \$1,000,000 per occurrence; \$2,000,000 annual aggregate
Policy Period: Annual Policy. Effective for the duration of this License
Name Insured: Master Developer
Additional Insured Parties: City of Las Vegas (its elected officials, officers, employees, and agents)

C. MISCELLANEOUS.

- 1). ACCEPTABLE INSURANCE COMPANY. The insurance company providing any of the insurance coverage required herein shall have a Best's Key rating of A VII or higher, (i.e., A VII, A VIII, A IX, A X, etc.) and shall be subject to approval by City. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance.
- 2). PREMIUMS, DEDUCTIBLES AND SELF-INSURED RETENTIONS. Master Developer shall be responsible for payment of premiums for all of the insurance coverages required under this Section. Master Developer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Master Developer are responsible hereunder, Master Developer shall be solely responsible for all deductibles and self-insured retentions.
- 3). CERTIFICATES OF INSURANCE. Master Developer will deliver to the City a certificate of insurance with respect to each required policy to be provided by Master Developer under this Section. The required certificates must be signed by the authorized representative of the insurance company shown on the certificate with proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City if so requested.
- 4). RENEWAL POLICIES. Master Developer shall promptly deliver to the City and each additional insured listed above a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to City and each additional insured listed above not less than thirty (30) calendar days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.
- 5). CANCELLATION OR MODIFICATION. Each insurance policy supplied by Master Developer must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after fourteen (14) calendar days written notice in the case of non-payment of premiums, or thirty (30) calendar days written notice in all other cases, has been given to the City and each additional insured listed above and such notice is by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.
- 6). NO RECOURSE. There shall be no recourse against City for the payment of premiums or other amounts with respect to the insurance required from Master Developer under this Section 17.
- 7). ENDORSEMENTS AND WAIVERS. All insurance policies required hereunder shall contain or be endorsed to contain the following provisions:

i. For claims covered by the insurance specified herein, said insurance coverage shall be primary insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees and agents and shall specify that coverage continues notwithstanding the fact that Master Developer has left the Licensed Area. Any insurance or self-insurance beyond that specified in this License that is maintained by an insured, additional insured, or their members, directors, officers, employees, and agents shall be in excess of such insurance and shall not contribute with it.

ii. Any failure on the part of a named insured to comply with reporting provisions or other conditions of the policies, any breach of warranty or any action or inaction of a named insured or others shall not affect coverage provided to the other insured or additional insured parties or their respective members, directors, officers, employees, and agents.

iii. The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iv. Master Developer shall also provide a waiver of subrogation for the General Liability policy. This waiver must be given by endorsement.

17. ATTORNEY'S FEES. In the event of a dispute between the Parties with respect to the terms or conditions of this License, the prevailing party shall be entitled to collect from the other its reasonable attorneys' fees as established by the judge or arbitrator presiding over such dispute.

18. CONTINUING LIABILITY. No termination of this License shall release Master Developer from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this License and restoration of the License Area.

19. SUCCESSOR AND ASSIGNS. The conditions and restrictions of this License shall be a covenant running with the land and shall be binding upon and inure to the benefit of the Master Developer, its administrators, executors, heirs, and any other successors and or assigns, including any or homeowner's association.

20. SURVIVAL. Termination shall not release either party from any liability or obligation under this License, whether indemnity or otherwise, resulting from the acts, omissions or events happening prior to the date of termination, or, if later, the date when the Encroachments are removed and the Licensed Area is restored for its intended public use.

21. CHOICE OF LAW/VENUE/ATTORNEY'S FEES. Any litigation related to this License shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time either party institutes any action or proceeding against the other relating to the provisions of this License, or any termination or default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including attorneys' fees, incurred therein by the successful party. To the extent such waiver is permitted by law, the Parties shall waive trial by jury in any action or proceeding brought in connection with this License.

22. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in this License is intended, or should be construed, to confer upon or give any person or entity not a party to this License any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this License.

23. **FORCE MAJEURE.** The occurrence of any of the following events shall excuse such obligations of the Parties as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials, or reasonable substitutes therefor; governmental restrictions, regulations, or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse such obligations as this License may otherwise impose on the party to obey, remedy, or avoid such event.

24. **NO CLAIMS OF ADVERSE POSSESSION/PRESCRIPTIVE EASEMENT/ABANDONMENT.** Master Developer acknowledges and agrees that it does not have and will not assert at any time any claim of adverse possession or prescriptive easement with respect to the License Area or any portion of the Right-of-Way nor any claim that by granting the License, the City has abandoned or vacated the Right-of-Way.

25. **TIME CALCULATIONS.** All references to "days" herein shall mean calendar days unless otherwise stated. The terms "business days" shall mean Monday thru Friday, exclusive of holidays observed by the State of Nevada. Should the calculation of any of the various time periods provided for herein result in an obligation becoming due on a Saturday, Sunday or legal holiday, then the due date of such obligation or scheduled time of occurrence of such event shall be delayed until the next business day.