KYLE CANYON PARKS AGREEMENT

THIS KYLE CANYON PARKS AGREEMENT (the "Parks Agreement") is made this 20th day of June, 2007, by the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City")and KYLE ACQUISITION GROUP, LLC, a Nevada limited liability company ("Developer"). All of the foregoing entities are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Developer is the owner and master developer of certain land described in Exhibit A attached hereto ("Kyle Canyon") within the corporate boundaries of the City. Developer has, concurrently with the execution of this Parks Agreement, entered into a Development Agreement with the City, which governs the future planning and development of Kyle Canyon ("Development Agreement").

B. The Development Agreement contemplates that Developer will construct parks and other recreational amenities within Kyle Canyon as a condition to the City's approval of the development project.

C. Developer has conveyed or has agreed to convey its real property (other than public sites and community facilities) to the builders which are its members (the "Builders") in percentages equal to the Builders' percentage ownership of Developer, pursuant to the plan of liquidation of Developer provided in its Operating Agreement for the purpose of constructing and selling dwelling units and commercial uses thereon.

D. 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.

E. 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.

F. 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, Developer has agreed to organize a Master Homeowners Association (the "Master HOA") that will maintain certain parks and common areas.

G. The Parties wish to enter into this Parks Agreement to: (i) establish the amount and nature of the parks and recreational facilities to be constructed by Developer as part of its obligations with respect to the development of Kyle, (ii) waive the residential construction tax, (ii) set forth the ownership and maintenance of the Qualified Parks by the City and Master HOA, (iii) establish the procedure by which the right is reserved or granted to the public for use of the Qualified Parks, and (iv) 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. Developer agrees to design and construct, at 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. Land for Moccasin Park and all recreational amenities for Indian Hills, Iron Mountain and Moccasin Parks shall be dedicated to the City. All other parks and recreational amenities shall be dedicated to the Master HOA. Certain areas within the parks, such as community swimming pools, may be reserved for the exclusive use of members of the Master HOA and their guests and, therefore, are not deemed to be Qualified Parks for purposes of this Agreement.

2. Required Facilities of Parks. Developer agrees that each of the Qualified Parks shall, as a minimum, contain those amenities and features described in Exhibit C hereto (the "Required Facilities"). City agrees that 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, Developer shall meet with the City staff to discuss park amenity programming and shall submit to the City a conceptual plan for such park showing the Required Facilities and any additional proposed amenities and features of the park in plan view for City's review. The conceptual plans may vary from the conceptual layouts included in Exhibit C. Following acceptance by the City of the conceptual plan, Developer shall proceed to design the park in accordance with the standards set forth in the Kyle Canyon Design Guidelines. Where the design of a Required Facility is not contained in the standards of the Kyle Canyon Design Guidelines, the Required Facility shall be designed in accordance with Parks Standards Office of_Architectural Services City of Las Vegas Department of Public Works dated March 8, 2007 (Exhibit E). City agrees that its final approval of the drawings and specifications for the park shall be limited to adherence with the approved conceptual plan, the Kyle Canyon Design Guidelines, the Exhibit E, 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. Developer agrees that it will adhere to the following schedule for design and construction of Parks.

   A) For purposes of this Parks Agreement, Kyle Canyon comprises several "Park Areas," each of which has associated parks and other amenities within its boundaries. The Park Areas are described on Exhibit D hereto.

   B) Developer shall submit to the City for its review a conceptual plan of all parks located within a Park Area prior to the issuance of the five hundredth (500th) permit for the construction of dwelling units within such Park Area. City will notify the Master Developer when the four hundredth (400th) permit has been issued in each Park Area.

   C) Developer shall prepare 90 percent construction drawings and specifications for all parks and submit them to the City for its review within one hundred eighty (180) calendar days following the City's approval of the conceptual plans for such park. Developer shall subsequently submit 100 percent construction drawings and specifications within 90 days of completion of the City's review of the 90 percent construction drawings and specifications.

D) Developer shall commence construction of each park within ninety (90) days following the City's final approval of the construction drawings and specifications for such park and shall complete each such park within 18 months of the start of construction.

E) Developer shall commence construction of the Indian Hills Park in conformance with the plans attached as Exhibit G within 180 calendar days of receiving notice from City that contains: 1) plans sufficient to acquire permits to construct the park; and 2) confirmation that adequate flood control facilities are in place to protect the park. Developer will complete construction within 18 months of commencement.

F) Developer will design and construct the Iron Mountain Park on APN 126-01-401-013. The park will contain the amenities and structures described in Exhibit C and conform to the standards set forth in Exhibit E. Developer shall commence design within 180 calendar days of receiving notice from the City that: a) notifies Developer of the issuance of the 7,000th permit for the construction of dwelling units within Kyle Canyon; and b) contains confirmation that adequate flood control facilities are in place to protect the park. Developer will prepare construction drawings and will commence and complete construction in accordance with subsections 5C and 5D above.

6. Public's Right to Use of Qualified Parks. Developer agrees that the Qualified Parks will be available for use by the general public on a non-discriminatory basis. 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. Except for Indian Hills Park, Iron Mountain Park, and Moccasin Park, which shall be dedicated to the City, each Qualified Park shall be conveyed by Developer to the Master HOA within 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.

7. 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"), except for Indian Hills Park, Iron Mountain Park, and Moccasin Park, which shall be maintained by the City, within 30 days of completion. City will commence maintenance of Indian Hills Park, Iron Mountain Park and Moccasin Park within 30 days of completion of construction and acceptance of such parks by City. 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 F take 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.

8. 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

9. Amendment of the Declaration. Neither 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.

10. 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, the Declaration and this Parks Agreement.

11. Construction of Qualified Parks. Developer shall, at 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.

12. Waiver of Residential Construction Tax. In consideration of Developer's agreement to construct all of the Qualified Parks identified in this Agreement, City hereby waives the residential construction tax for the all residences constructed in Kyle up to the maximum number of residential units permitted by the Development Agreement and further waives the requirement for security for the estimated cost of construction.

13. 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 Agreement.

14. 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 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 a particular Park Area. City shall provide Master Developer written notice at least forty-five (45) 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.

15. Miscellaneous.

(a) Assignment. The Master HOA may not assign any of its rights or obligations under this Parks Agreement without prior written approval from the City. Developer may assign its rights and obligations under this Parks Agreement so long as Developer notifies the City of the assignment, and provided that completion of all the Qualified Parks, and their conveyance to the City or Master HOA are first secured by a performance bond in the amount and form, and from a surety agreed to by the City, naming the City and Master HOA as joint Obligees, or such Qualified Parks have actually been completed and conveyed to the Master HOA.

(b) Notices. Except as otherwise provided in this Parks Agreement, notice to be given to a Party must be in writing and may be delivered to the Party personally or by any system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Alternatively, notice may be delivered by regular United States mail, postage prepaid, addressed to the Party at the most recent address furnished by such Party to the other Party. Such notice is deemed delivered three (3) business days after the time of such mailing. Notices are to be delivered to both the Party and to the Party's attorneys.

(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 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 Kyle Canyon.

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE TO THE KYLE CANYON PARKS AGREEMENT

KYLE ACQUISITION GROUP, LLC,

By: HOLDINGS MANAGER, LLC, its General Manager

By: _____
John A. Ritter, Its Manager

MHF
JTD

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On July 18, 2007, before me, the undersigned, personally appeared John A. Rittler 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 behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public in and for said State

(SEAL)

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SALEEMAH B. MANNSUR-JOHNSTON
Appt. No. 03-78990-1
My Appt. Expires Feb. 6, 2011

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
SALEEMAH B. MANNSUR-JOHNSTON
Appt. No. 03-78990-1
My Appt. Expires Feb. 6, 2011

SIGNATURE PAGE TO THE KYLE CANYON PARKS AGREEMENT

CITY OF LAS VEGAS, NEVADA

By: _____

Print Name: Oscar B. Goodman

Title: Mayor

ATTEST:

_____
Beverly Bridges, City Clerk

Approved As To Form:

_____ 8/02/07
Deputy City Attorney

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on this ____ day of _____, 2007 by _____ as _____ and _____ as _____ of the City of Nevada.

_____
Notary Public
(My commission expires: _____)

EXHIBIT A

TO THE KYLE CANYON PARKS AGREEMENT

DESCRIPTION OF PROPERTY

EXHIBIT A
TO THE KYLE CANYON PARKS AGREEMENT

DESCRIPTION OF PROPERTY

125-06-001-001
125-06-001-002

125-06-002-001
125-06-002-002
125-06-002-003
125-06-002-007
125-06-002-009

125-06-099-001
125-06-099-002
125-06-099-012

125-07-101-001
125-07-101-002
125-07-201-001
125-07-201-002
125-07-301-001
125-07-301-002
125-07-401-001
125-07-401-002
125-07-501-001
125-07-602-001
125-07-602-002

126-12-000-001

EXHIBIT B

TO THE KYLE CANYON PARKS AGREEMENT

PARKS, TRAILS AND OPEN SPACE MAP

[MAP FOLLOWS THIS PAGE]

LEGEND:

PARKS / TRAILS / PASEOS / OPEN SPACE

LOCAL / REGIONAL TRAIL (WITHIN ADJACENT STREETSCAPE, PARK, PASEO OR ARROYO)

CC COMMUNITY CENTER

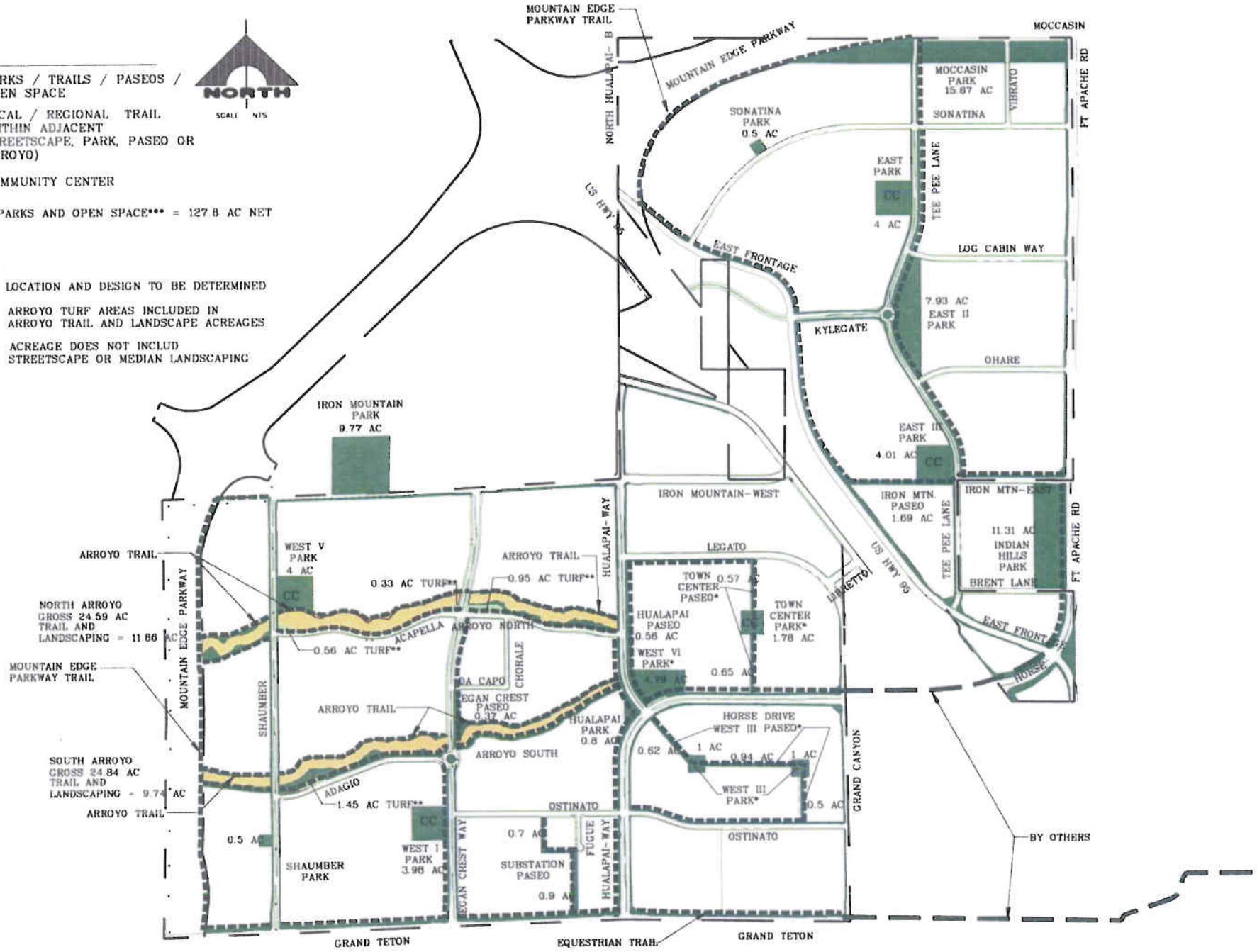
TOTAL PARKS AND OPEN SPACE*** = 127.8 AC NET

NOTES:

* LOCATION AND DESIGN TO BE DETERMINED

** ARROYO TURF AREAS INCLUDED IN ARROYO TRAIL AND LANDSCAPE ACREAGES

*** ACREAGE DOES NOT INCLUD STREETSCAPE OR MEDIAN LANDSCAPING



KYLE CANYON PARKS, TRAILS, AND OPEN SPACE

EXHIBIT C

TO THE KYLE CANYON PARKS AGREEMENT

REQUIRED FACILITIES

[LIST FOLLOWS THIS PAGE]

AND CONCEPTUAL LAYOUTS FOR PARKS

PARKS AGREEMENT
EXHIBIT C - REQUIRED FACILITIES
KYLE CANYON PARK, ARROYOS AND PASEOS

Structures and Site Amenity Programming

	Gross Area (acres)	Improved Area (acres)	Community Center 2,000 sq. ft.	Community Center 3,000 sq. ft.	Dual Access Restroom	Restroom	Pool <2,000 sq. ft.	Tennis Court	Basketball Court	Tot Lot	Tot Play Area	Parking Spaces	Picnic Area (3 - 6 tables)	Shade Structure	Landscape Demonstration Garden	Civic and Non-Profit Area (acres)	Turf Play Area (acres)	Splash Park	Splash Pad	Multi-Use Field	Sand Volleyball court	Frisbee Golf	Soccer Field	Baseball / Softball Field	Soccer / Lacross Field	Sports Field Lighting	Horseshoe Pits	Bocce Courts	Walk / Jog Path with Sitting Nodes	Dog Park (acres)
PARKS																														
West I		4	X		X		X	2	1	1		18	2	1			1.5		X										X	
West III		2									1		2	3			0.5		X										X	
Shaumber Park		0.5									1		1	2			0.2												X	
West V		4	X		X		X	2	1	1		18	2	1			1.5		X										X	
Hualapai Park		0.8									1		1	2			0.3												X	
West VI		5				X		2	1	1		9	3	2	X	1.6			X										X	
Town Center		2		X	X		X				1	9	2	2			0.5		X										X	
Sonatina Park		0.5									1		1	2			0.2												X	
East I		4	X		X		X	2	1	1		18	2	1			1.5		X										X	
East II		8				X		4	2	1		36	3	6				X		1	2						X		X	
East III		4	X		X		X	2	1	1		18	2	1			1.5		X										X	
Indian Hills *		11				X				1		99	2	2					X						2	X			X	
Iron Mountain *		10				X				1		99	2	2					X					4		X			X	1
Moccasin *		15				X						72										X	2						X	3
ARROYOS																														
Arroyo North	25.8	12									3		2	7			1.5										X	2	X	
Arroyo South	24.8	10									2		2	4			1.5												X	
PASEOS																														
Egan Crest Paseo		0.4																											X	
Substation Paseo		1.6																											X	
West III Paseo		2.1																											X	
Hualapai Paseo		0.6																											X	
Town Center Paseo		1.2																											X	
Iron Mountain Paseo		1.7																											X	

*Park to be owned, operated, and maintained by City of Las Vegas

CONCEPTUAL LAYOUT FOR PARK WEST I AT EGAN CREST AND OSTINATO-4.0 ACRES (+/-)

NTS

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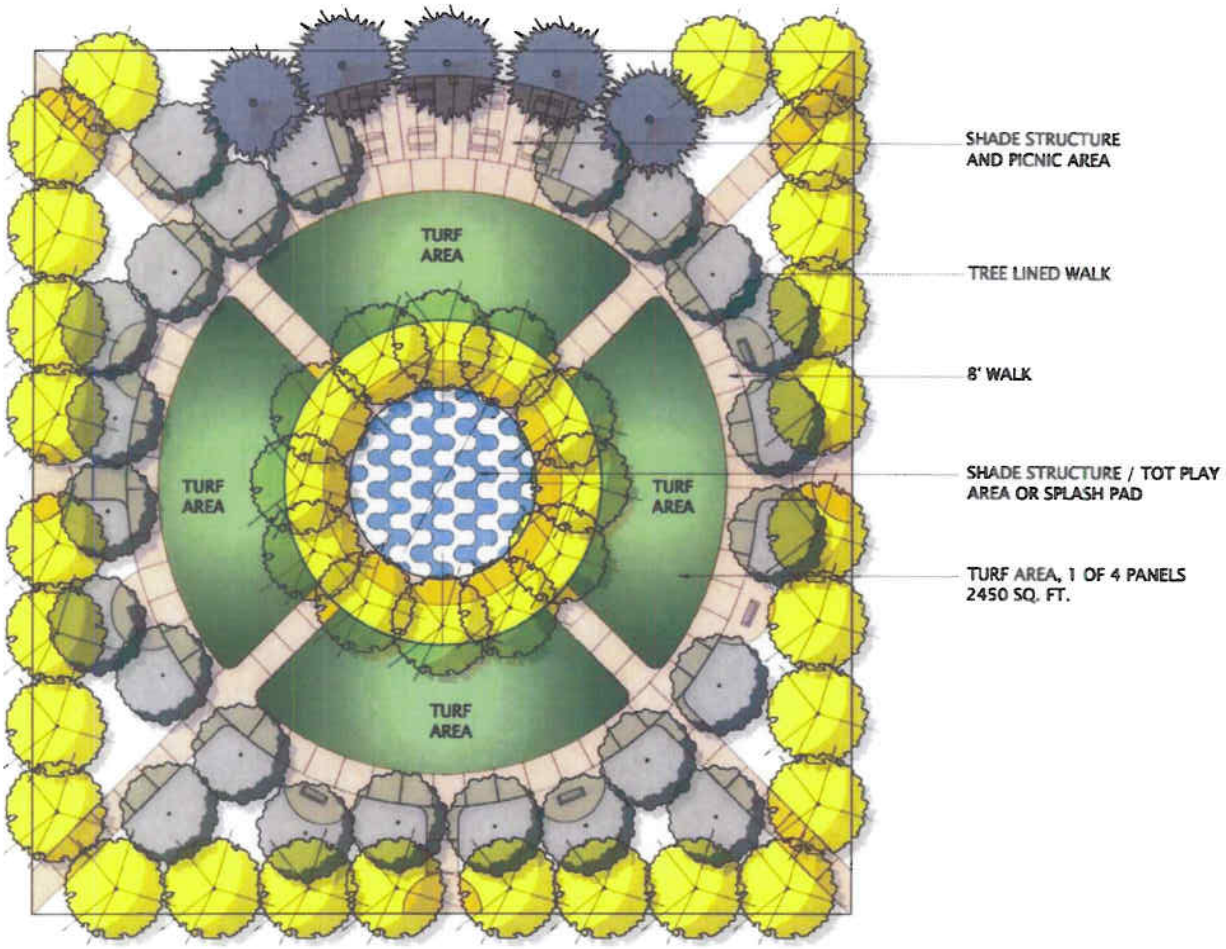
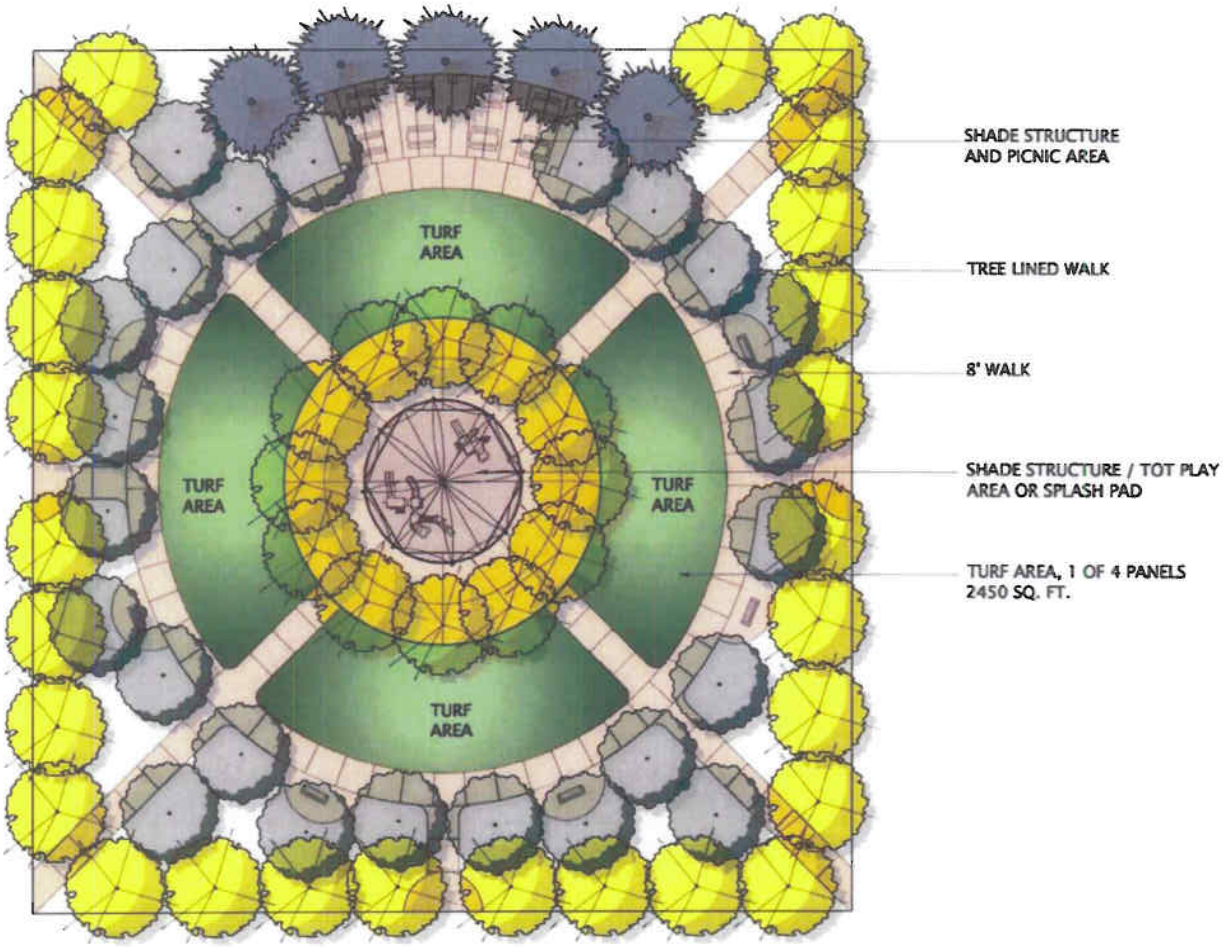


CONCEPTUAL LAYOUT FOR PARK WEST III (WEST) 1.0 ACRES (+/-)

N.T.S



CONCEPTUAL LAYOUT FOR PARK WEST III (EAST) 1.0 ACRES (+/-)

N.T.S.

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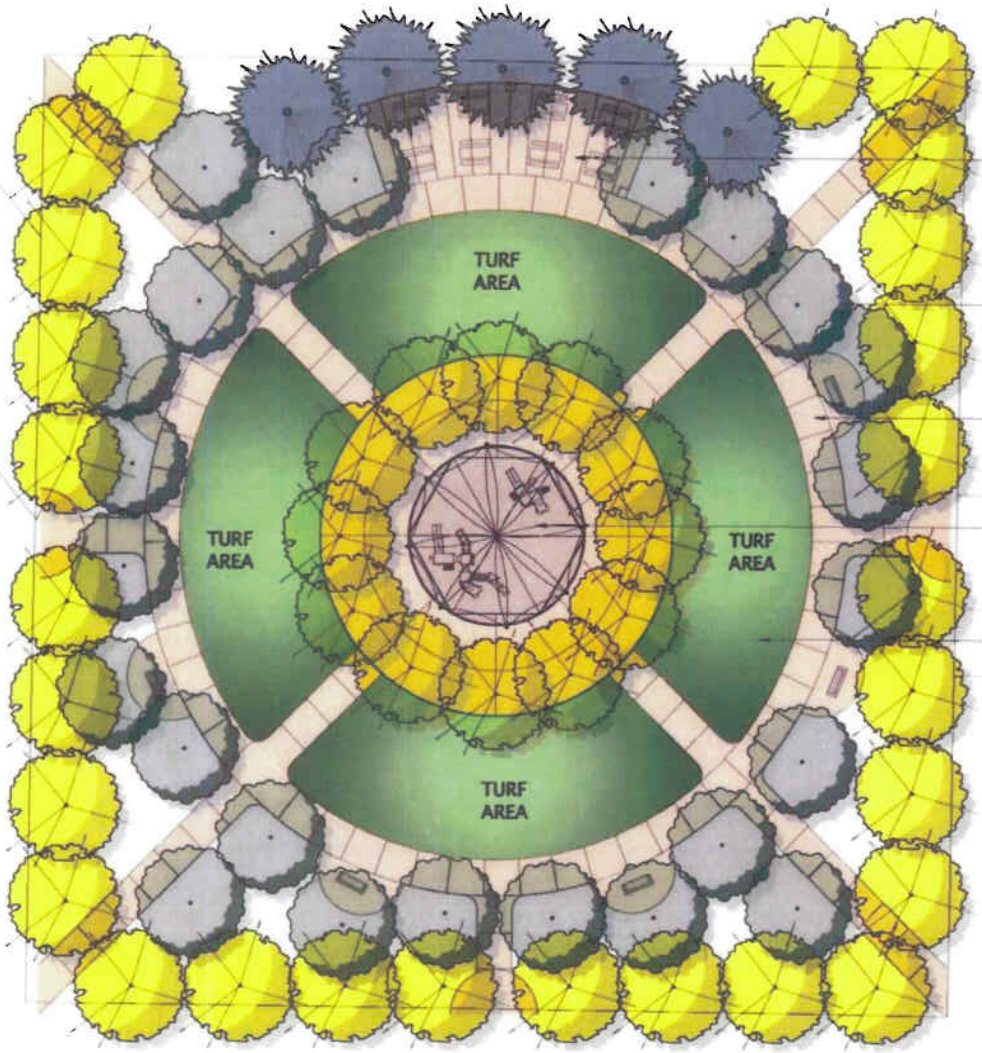
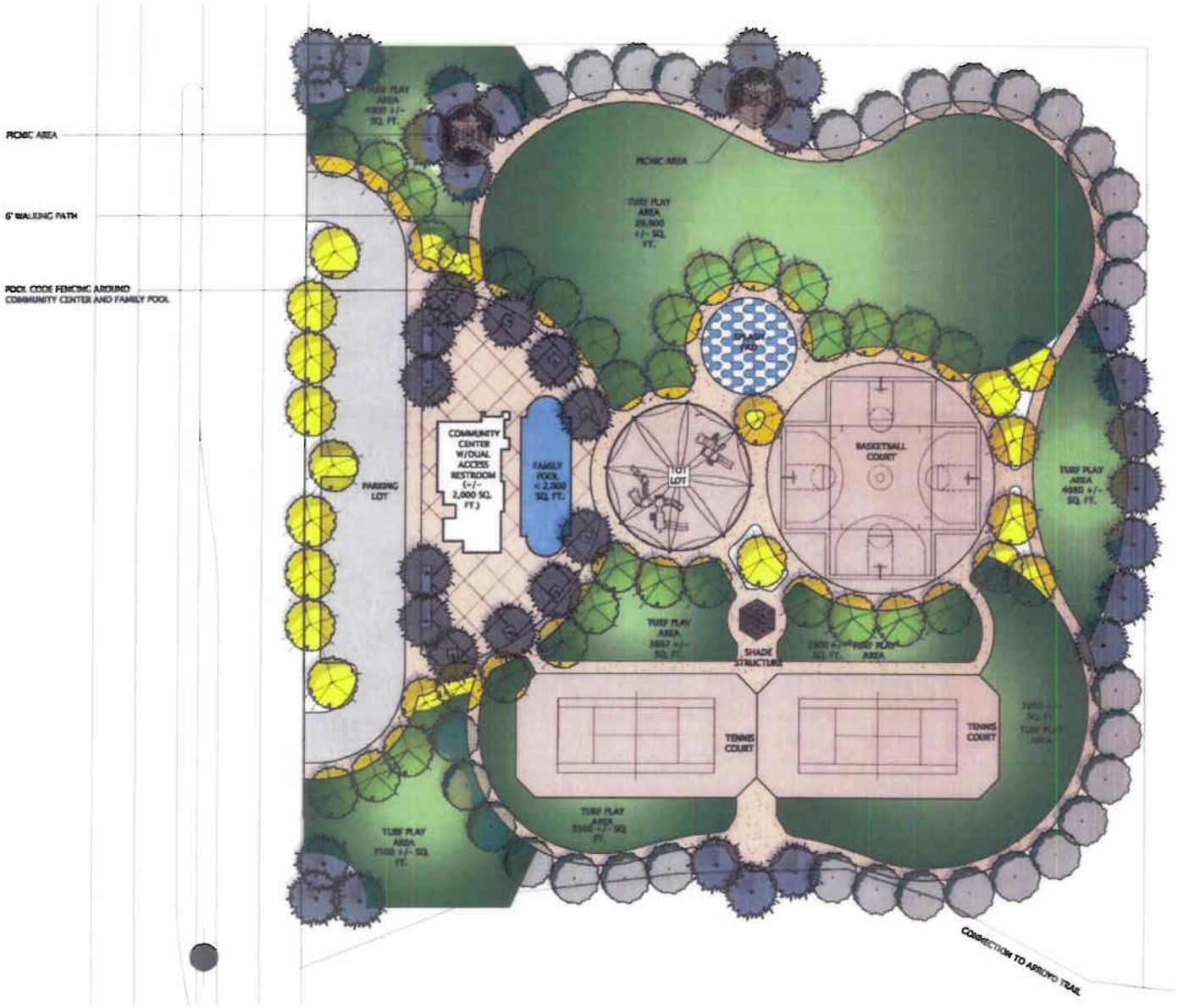


CONCEPTUAL LAYOUT FOR SHAUMBER PARK .5 ACRES (+/-)

NTS



CONCEPTUAL LAYOUT FOR PARK WEST V AT SHAUMBER AND NORTHERN ARROYO -4.0 ACRES (+/-)

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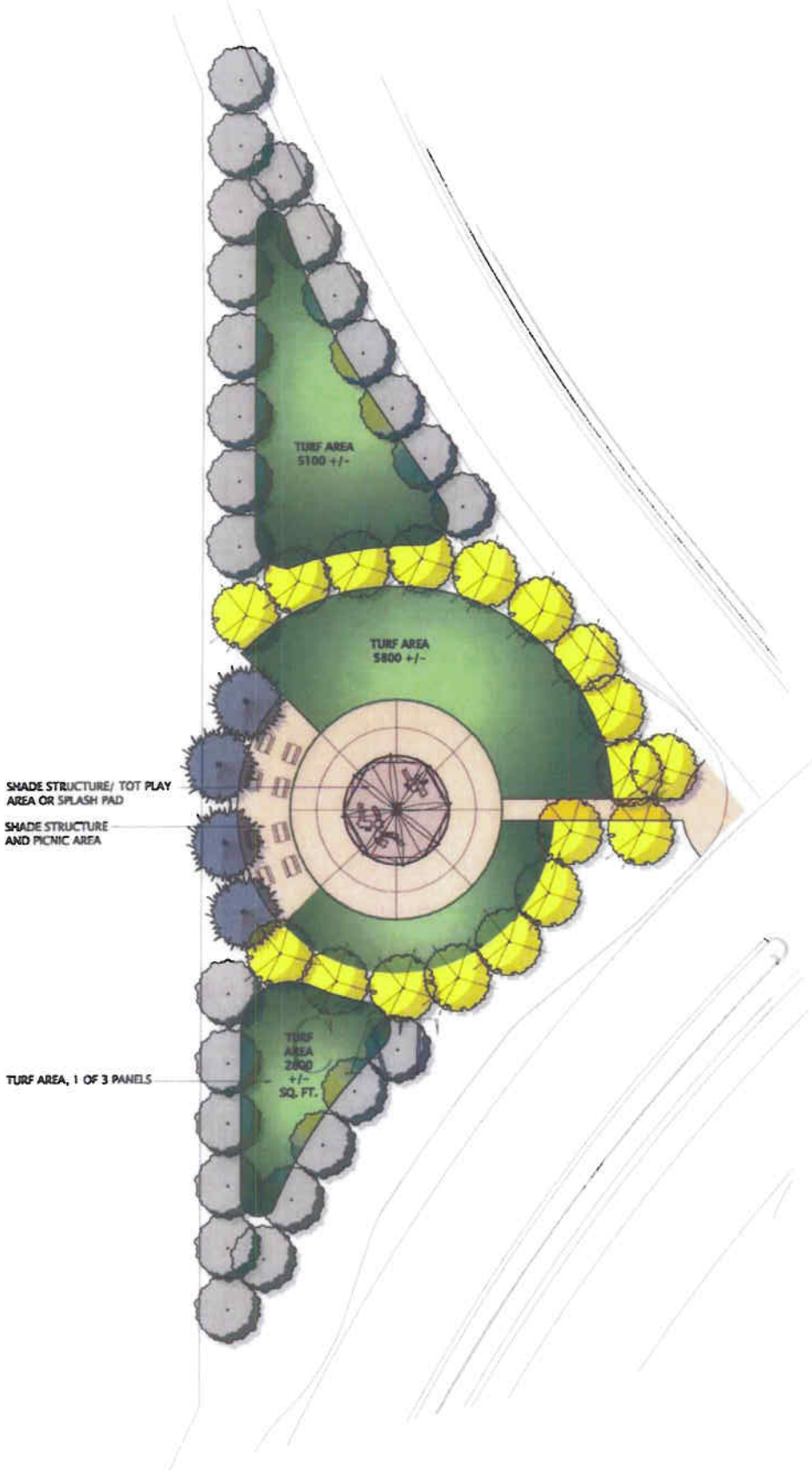

CONCEPTUAL LAYOUT FOR HUALAPAI PARK .8 ACRES (+/-)

N.T.S.

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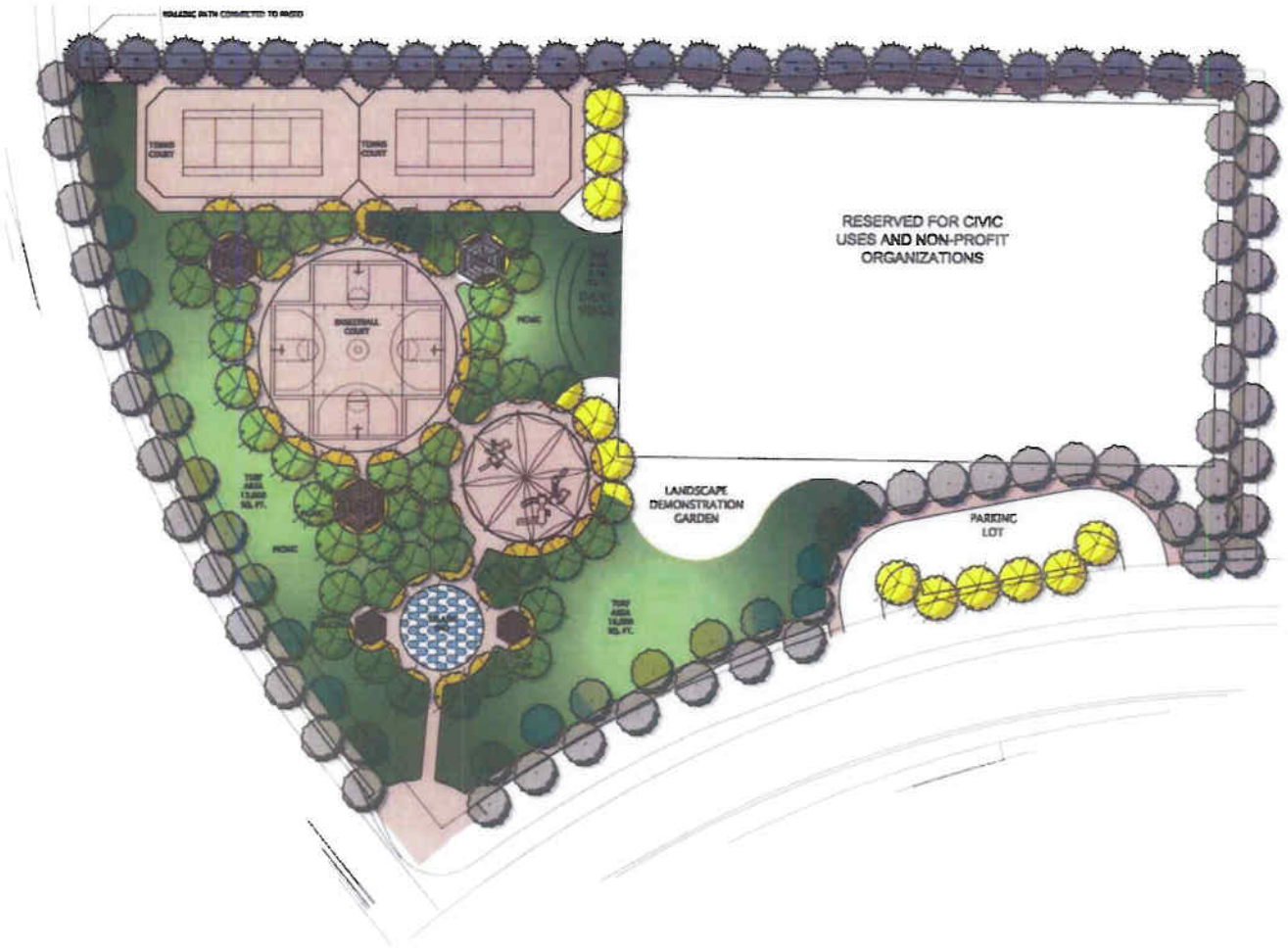

CONCEPTUAL LAYOUT FOR PARK WEST VI AT HUALAPAI AND HORSE-5.0 ACRES (+/-)

N.T.S.

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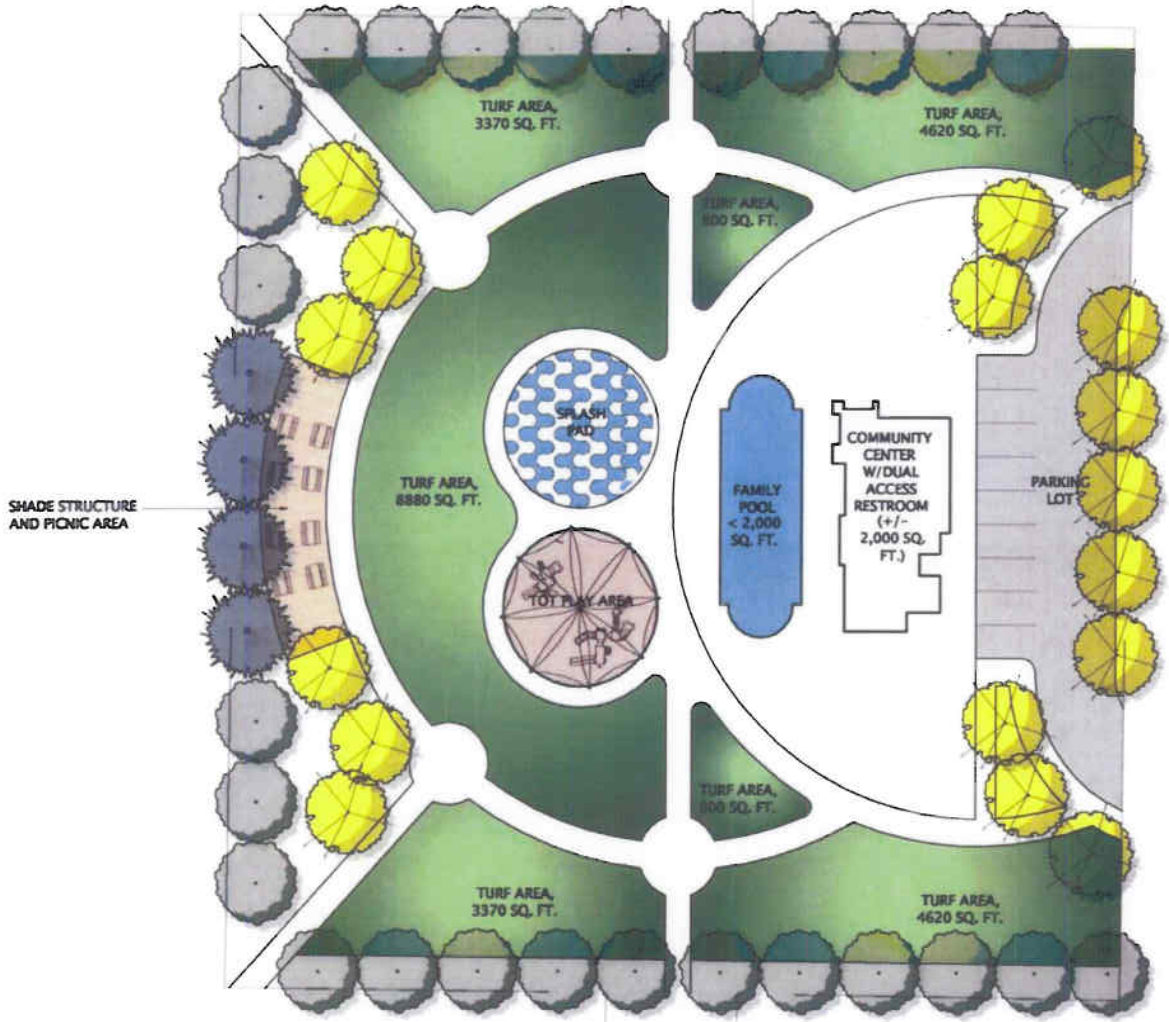
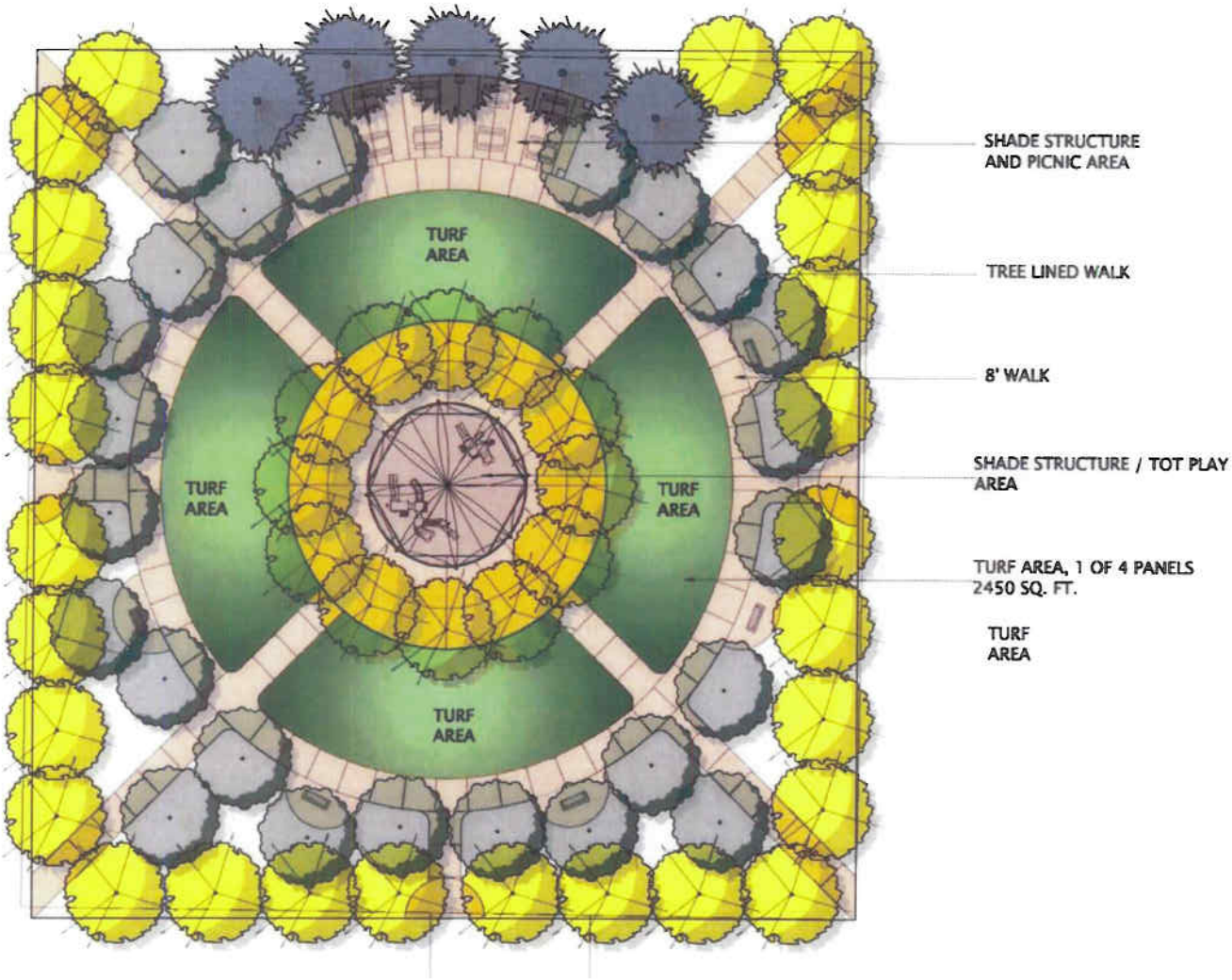


CONCEPTUAL LAYOUT FOR TOWN CENTER PARK 2.0 ACRES (+/-)

N.T.S.



CONCEPTUAL LAYOUT FOR SONATINA PARK .5 ACRES (+/-)

NTS

CONCEPTUAL LAYOUT FOR EAST I PARK 4.0 ACRES (+/-)

N.T.S.

CONCEPTUAL LAYOUT FOR EAST II PARK AT KYLEGATE AND TEE PEE-8.0 ACRES (+/-)

NTS

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CONCEPTUAL LAYOUT FOR EAST III PARK AT TEE PEE AND IRON MOUNTAIN -4.0 ACRES (+/-)

NTS

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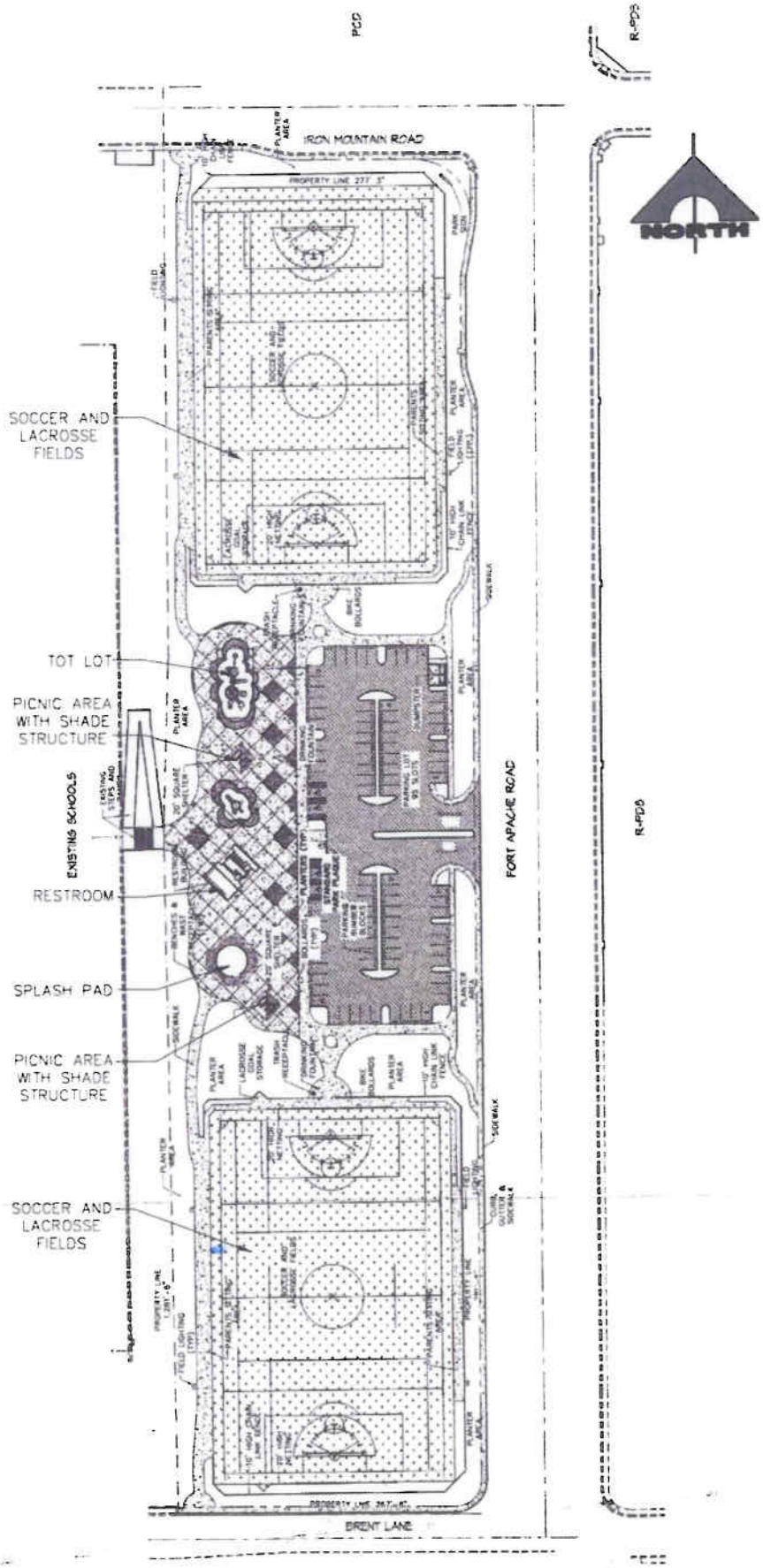
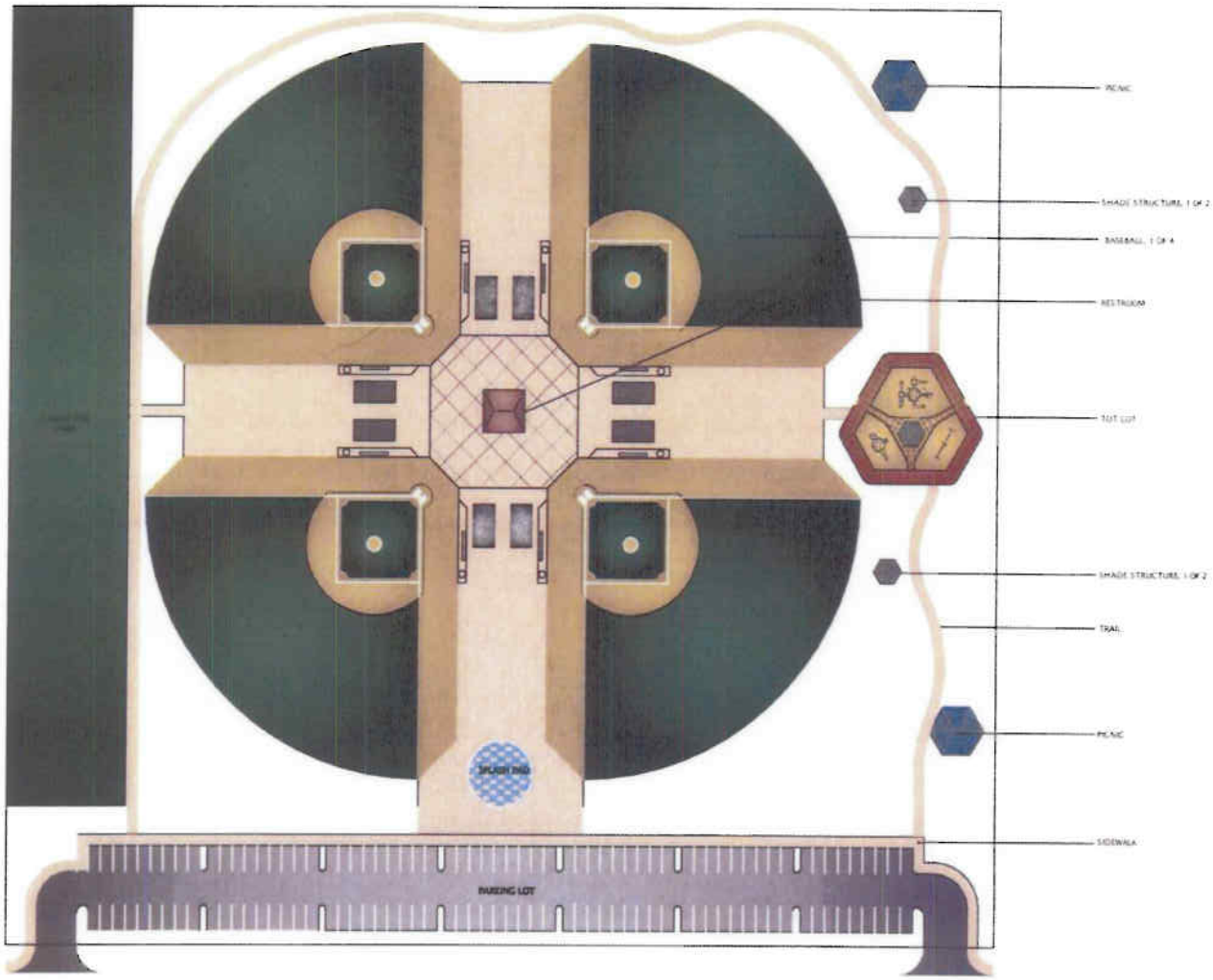


CONCEPTUAL LAYOUT FOR INDIAN HILLS PARK 11 ACRES(±)

NTS



CONCEPTUAL FIT ANALYSIS FOR IRON MOUNTAIN PARK -10 ACRES (+/-)

1"=30'

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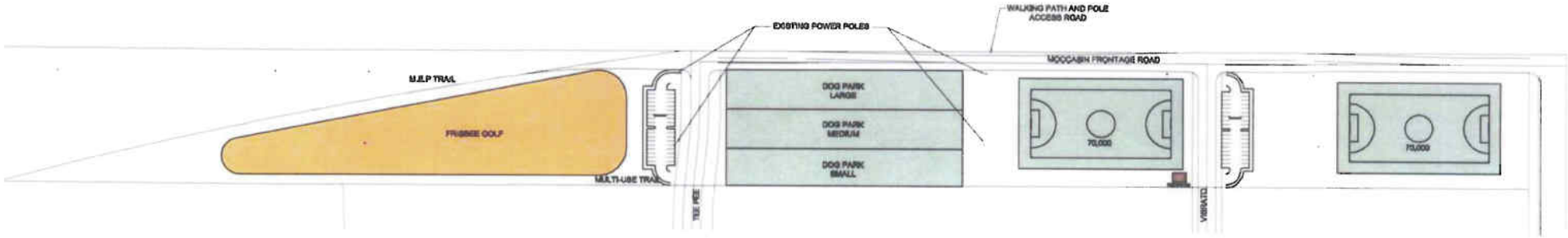

CONCEPTUAL FIT ANALYSIS FOR MOCCASIN PARK 15 ACRES (+/-)

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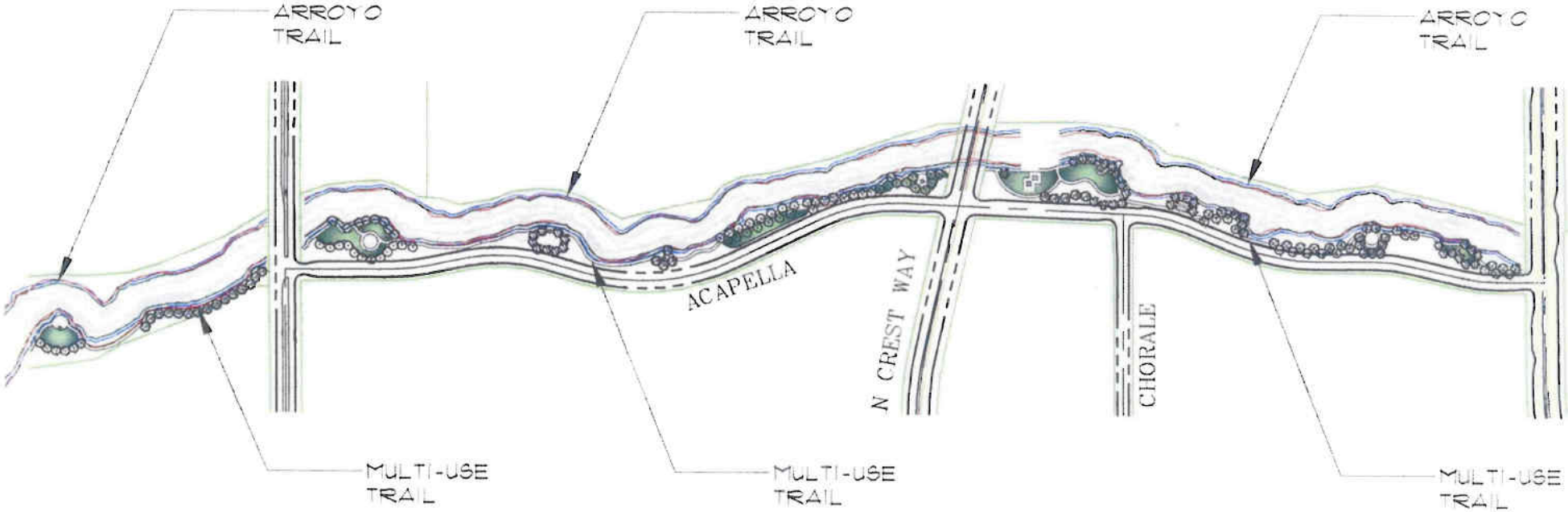

CONCEPTUAL LAYOUT FOR NORTH ARROYO

N.T.S.

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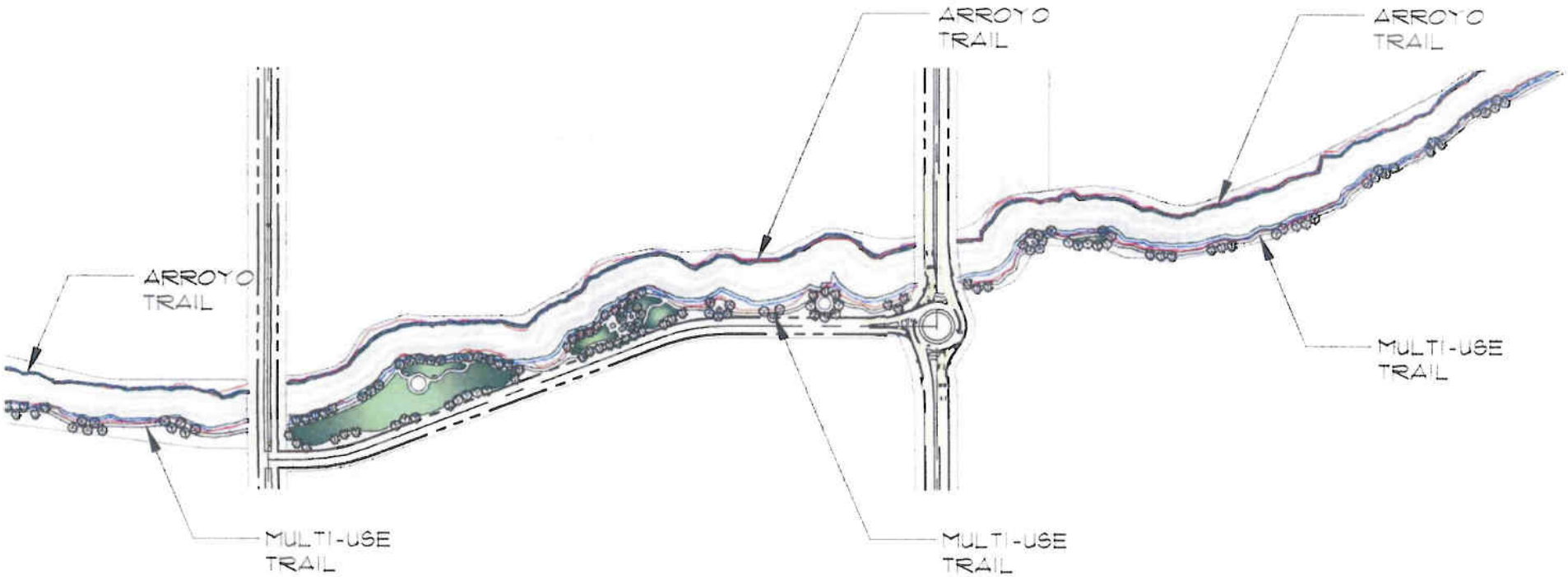

CONCEPTUAL LAYOUT FOR SOUTH ARROYO

N.T.S.

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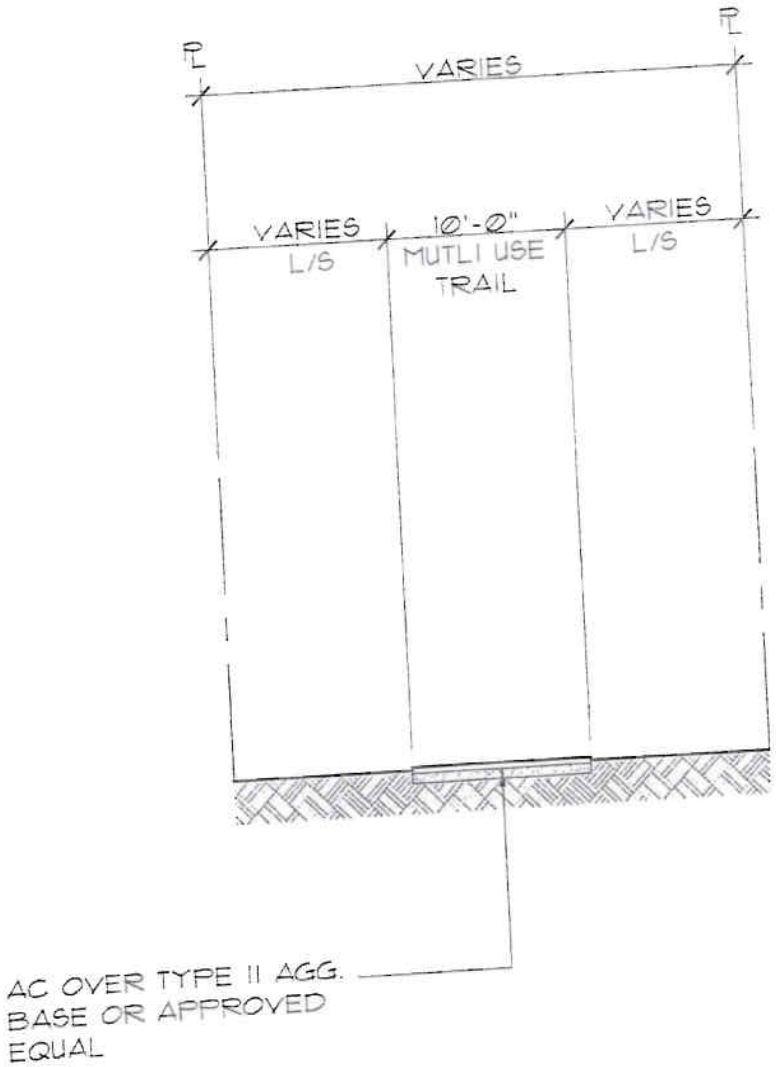
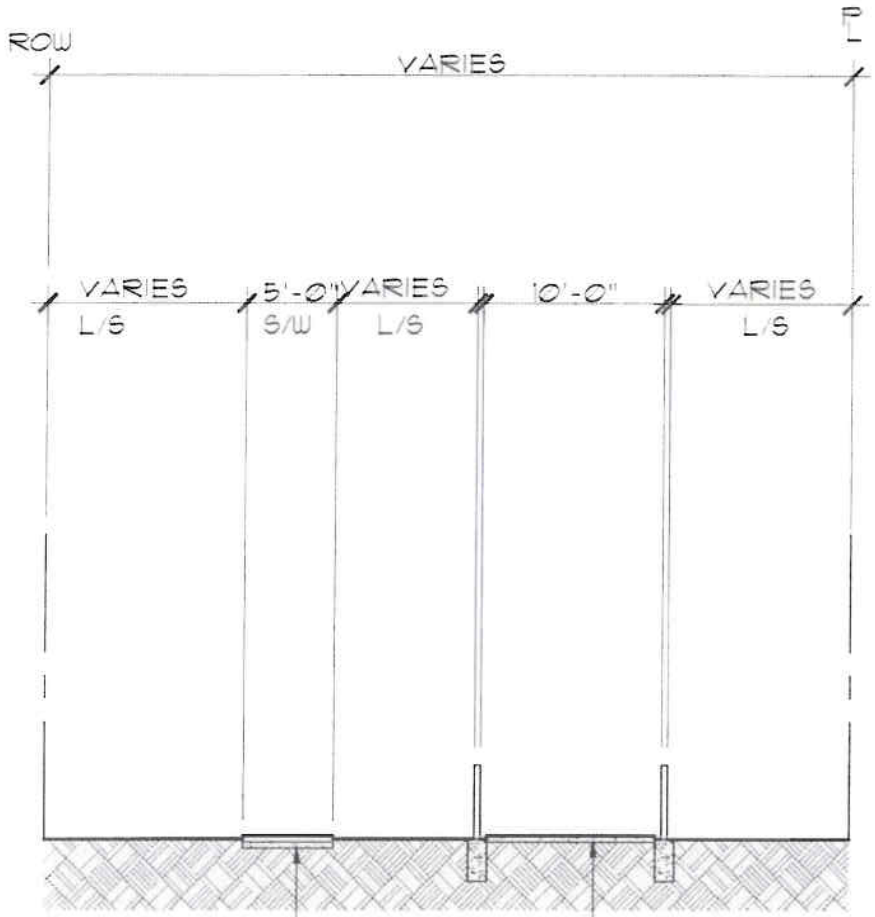
MOUNTAIN EDGE PARKWAY TRAIL



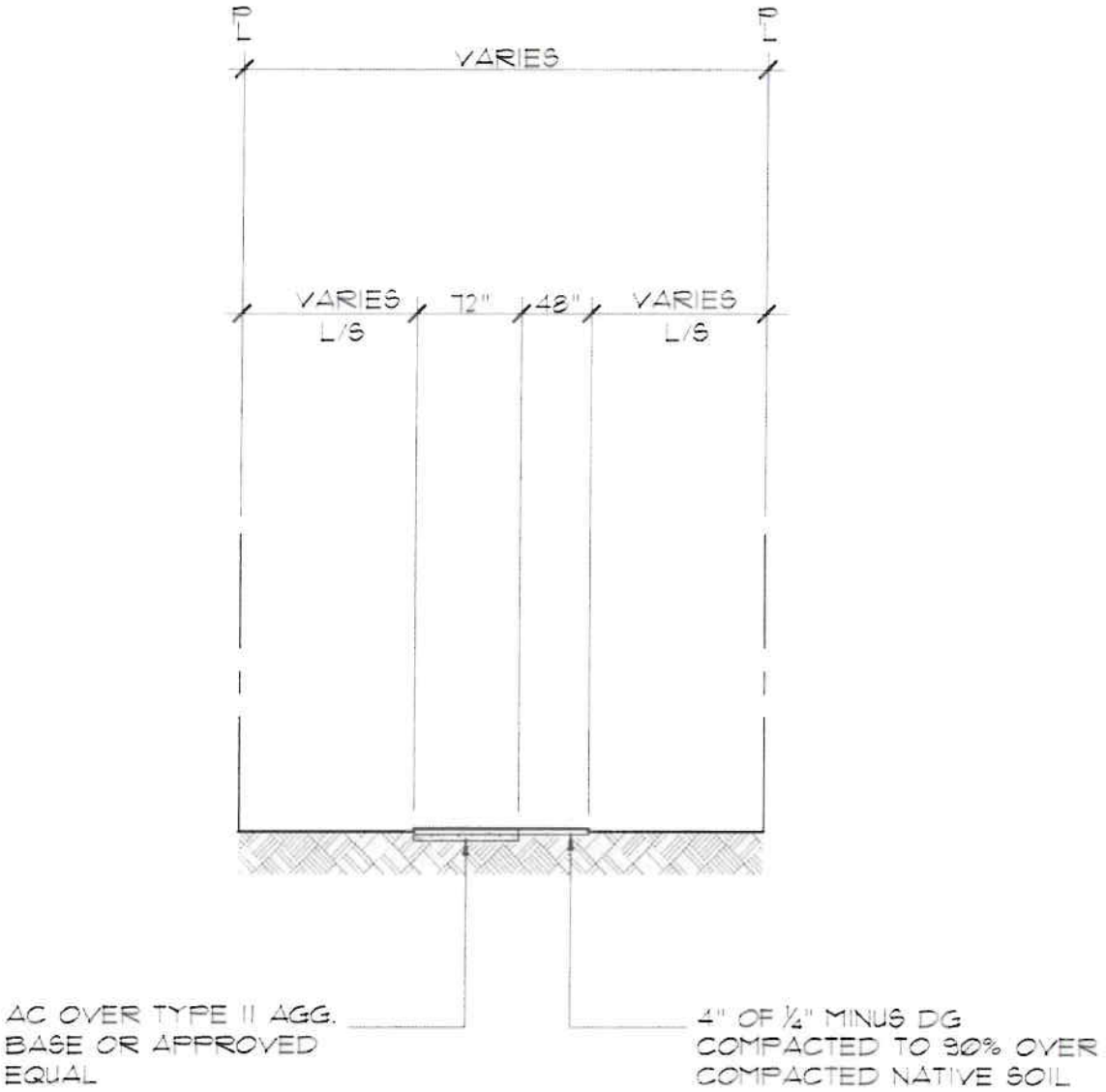
EQUESTRIAN TRAIL



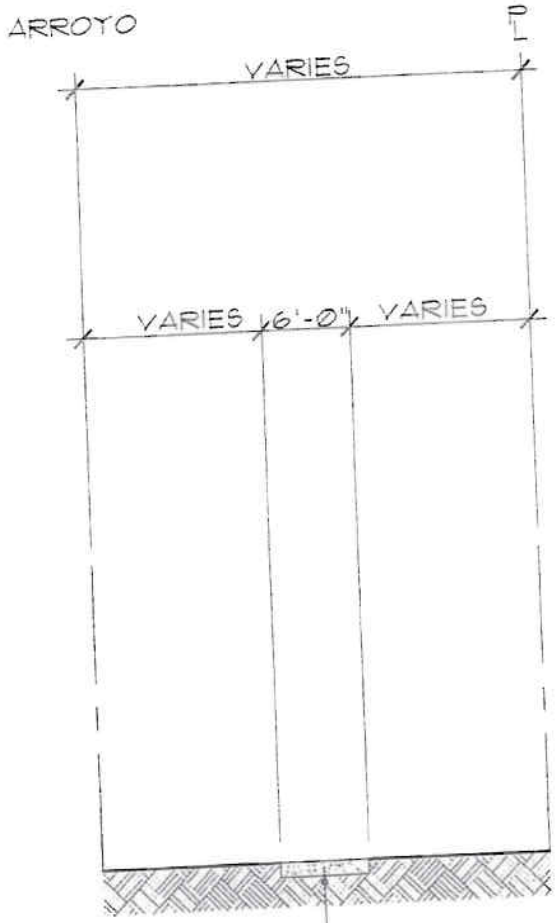
5' SIDEWALK PER STANDARD DRAWING #234, 5" TYPE II BASE UNDER SIDEWALK

EQUESTRIAN TRAIL AND FENCING PER CLV REQUIREMENTS

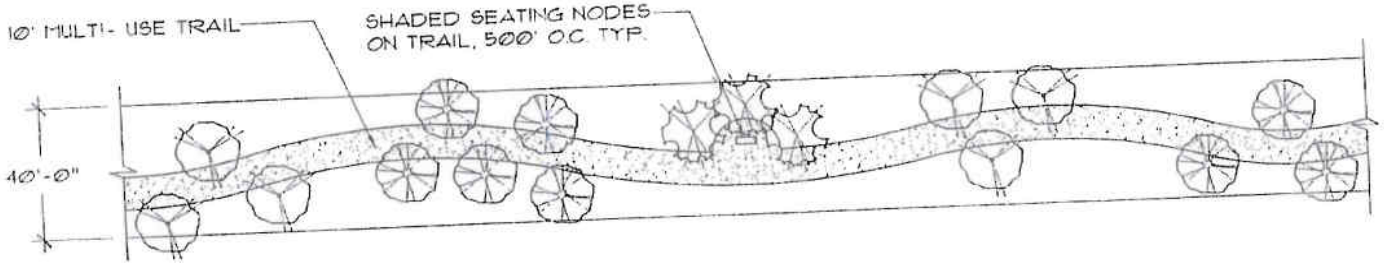
MULTI USE TRAIL



ARROYO TRAIL



4" OF ¼" MINUS DG
COMPACTED TO 90% OVER
COMPACTED NATIVE SOIL



CONCEPTUAL PASEO

1"=20'

KEY MAP

N.T.S.

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EXHIBIT D

TO THE KYLE CANYON MASTER PARKS AGREEMENT

PARK AREAS

[MAP FOLLOWS THIS PAGE]

KYLE CANYON PARK AREAS

EXHIBIT E

TO THE KYLE CANYON PARKS AGREEMENT

PARKS STANDARDS

(Contained in a Separate Volume)

EXHIBIT F

TO THE KYLE CANYON PARKS AGREEMENT

MAINTENANCE PLAN

EXHIBIT F

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

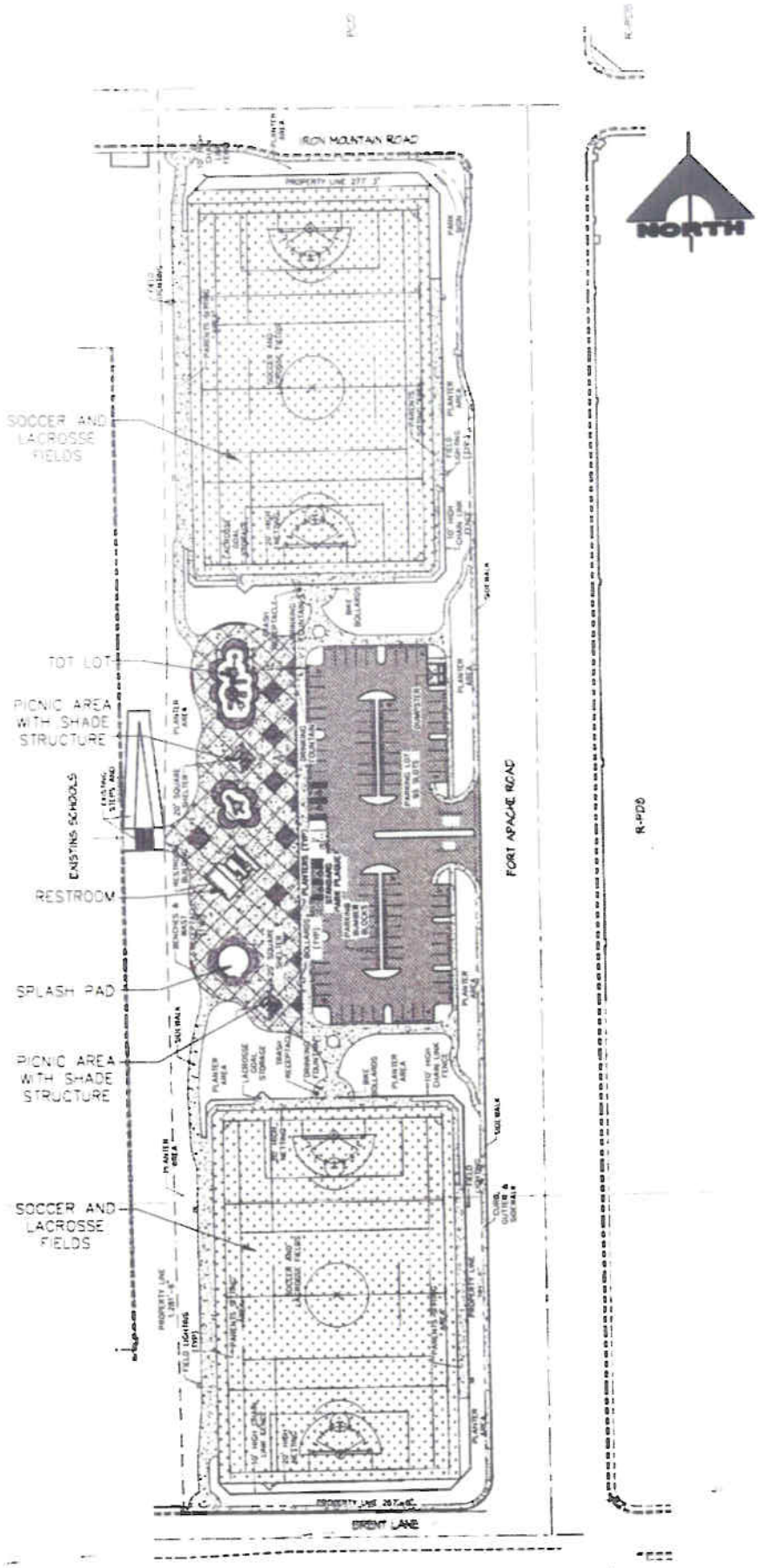
4. The Plan will include a provision that the Plan can be amended by the governing board of the Master Home Owners Association ("HOA") but only with the written consent of the City.

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 G

TO THE KYLE CANYON PARKS AGREEMENT

CONCEPTUAL LAYOUT FOR INDIAN HILLS PARK DESIGN



CONCEPTUAL LAYOUT FOR INDIAN HILLS PARK 11 ACRES(±)

NTS