

DECLARATION OF COVENANTS, CONDITIONS
RESERVATIONS AND RESTRICTIONS

OF

PIONEER PASS

This Declaration made this 20th day of July, 1995 by CATTLEMAN'S TITLE GUARANTEE COMPANY, a Nevada Corporation, as Trustee for TEHAMA HOLDINGS, INC., and TEHAMA HOLDINGS, INC., a Nevada corporation, hereinafter called DECLARANT.

W I T N E S S E T H

WHEREAS, Declarant is the fee owner of all the parcels and properties embraced within the boundaries of PIONEER PASS PARCELS, according to the map thereof filed in the office of the County Recorder of Eureka County, State of Nevada on the 20th day of October and the 31st day of March, 1995, File Numbers 15503 and 157869 hereinafter referred to as Pioneer Pass, or "PROPERTY" and

WHEREAS, Declarant, as owner, intends to sell said parcels and desires to subject the same to certain protective reservations, covenants, conditions, and restrictions (hereinafter collectively referred to as "RESERVATIONS or DECLARATIONS") between it and the acquirers and/or the users of "PROPERTY".

NOW THEREFORE, Declarant hereby certifies and declares that it does hereby establish a general plan for protection, maintenance, development, and improvement of the property and that:

THIS DECLARATION is designed for the mutual benefit of the Property and any portion thereof, and Declarant has fixed and has hereby fixed the protective conditions upon and subject to which all of the Property or portions thereof and all interests therein shall be held, leased, or sold and/or conveyed by the owners or users thereof, and for the mutual benefit of the property and of each owner thereof, and shall run with the land and shall inure to and pass with each parcel of the Property, and shall apply to and bind the respective successors in interest thereof, and further are imposed upon each and every parcel or individual portion of the Property as a mutual equitable servitude in favor of each and every other parcel of the Property therein as the dominant tenement and in favor of the Declarant, and to the benefit of, with power of enforcement by, Declarant, Pioneer Pass, or by any recorded owner

of Property within the area of the recorded maps for Pioneer Pass
Parcels, and or the County of Eureka, State of Nevada.

It is not intended by these Reservations to interfere with,
abrogate, or annul any County of Eureka or State of Nevada
ordinance, law, rule or regulation adopted or issued to regulate
the use of buildings or premises within said Property. IN THE
EVENT THIS DECLARATION OF RESERVATIONS CONFLICTS WITH ANY COUNTY OR
EUREKA OR STATE OF NEVADA REGULATION, THE MORE RESTRICTIVE SHALL
GOVERN.

SAID PIONEER PASS RESERVATIONS SHALL INCLUDE THE FOLLOWING:

THAT all the Property is zoned Agricultural/Residential (AR),
and each parcel within the Property shall be used in accordance
with the provisions as set forth under said zoning classification
by Eureka County.

A. LAND USE - GENERAL PROVISIONS

The following provisions shall be applicable to all
Property:

(1) Animals - Livestock & Domestic

Domestic animals such as dogs, cats or other household
pets may be kept provided they are confined to the limits of
owner's parcel, and are not a nuisance to other owners.

Horses, (including burros, donkeys and mules), calves, cows,
sheep, goats, lambs, pigs, chickens, roosters, or any other farm
animal or fowl will be permitted on any parcel of the Property
provided they are fenced in with good and adequate fencing and not
permitted to roam at large. In no case shall the use and care of
any such animals be allowed to become a nuisance or cause noxious
odors.

Each owner or user shall be responsible to keep all animals
and their places of habitat, in a clean and sanitary condition.

(2) RESIDENTIAL DWELLING, STABLE AND
ACCESSORY BUILDING

Residential dwellings, stables and accessory buildings shall
be permitted in accordance with the Eureka County, Nevada building
and Zoning Ordinance Laws.

(3) Building - Exterior

The exterior portions of all buildings shall be painted
or stained immediately upon completion or shall have color mixed in
the final structural application, so that all such materials shall
have a finished appearance. The color of roofs of all
dwellings, guest buildings, or accessory buildings shall only be
muted tones or earth colors.

(4) Basements

Basements for installation and maintenance of utilities or drainage facilities are reserved as provided on the Pioneer Pass Parcel Final Map as recorded in Eureka County. Within any easement, as well as those otherwise reserved herein, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easements. Domestic wells are excepted from the Restrictions of the foregoing, as allowed by the County of Eureka.

(5) Nuisances - Waste

No offensive activities shall be carried on upon any parcel, nor shall any act or omission of waste occur thereon, which may be or may become an annoyance, nuisance or cause noxious odors, damage, or diminution of value to the parcel, or adjacent parcels.

(6) Occupancy of Structures

No structure shall be occupied or used for the purpose for which it is designed or built until the same shall have been substantially completed and a certificate to that effect shall have been issued by the appropriate Eureka County Agency.

(7) Sewage Disposal Systems

Where approved for such use, the design, construction and installation of all individual sewage disposal systems shall be in compliance with health requirements of the local, county, district and state departments.

(8) Manure Storage or Disposal, Solid Waste Disposal

Manure, including all materials used for bedding of animals shall be stored in such a manner as not to have noxious odors, be visible from any public roadway, and not attract flies, insects, etc.

(9) Storage of Materials

During the construction of any buildings upon a particular parcel and during the period of thirty (30) days after completion, the parcel may be used for the storage of materials used in the construction of the individual building (s) in that project and for the contractor's temporary offices, including chemical toilets. Provided, however, that all such construction shall be continuous and any cessation or lapse of building activity in excess of thirty (30) days shall require the immediate removal of all such construction materials. Said construction period shall not exceed on (1) Year.

(10) Storage of Tools, Trash and Junk

Tools, landscaping instruments, household effects, construction equipment or materials not in active use, machinery or machinery parts, empty or filled containers, boxes or bags, trash, materials, or any other items that may detract from the aesthetic values of the property, shall be stored and placed at the rear of the main residence dwelling farthest from the road, and shall be so placed and stored as to be concealed from view from all public right-of ways. Subject to availability of service, trash for collection may be placed at the street right-of-way line on regular collection days for a period not to exceed twelve (12) hours before pickup. Storage of junk, inoperative vehicles and other unsightly objects on any parcel is expressly prohibited.

(11) Temporary Buildings, Mobile Homes

No temporary buildings, including shacks, shanties or other such structures shall be erected or placed upon any parcel, and no temporary buildings, including basement, cellars, shacks, shanties, garages, barns or other temporary out-buildings or other similar structures shall at any time be used for human habitation. Notwithstanding the foregoing, a mobile home, trailer, or self-contained recreational vehicle may be placed and occupied on a parcel, providing any required permits are issued by Eureka County for the permanent residence.

(12) Trailers, Motor Vehicles, Boats, Etc.

Recreational vehicles, including, but not limited to, motorcycles, dune buggies, horse trailers, boats and boat trailers, motor homes, campers and trailers, shall be stored or placed at the rear of the main residence dwelling farthest from the road, but not within any easement, setback, or right-of-way.

(13) Self-Contained Recreational Vehicles

Self-contained recreational vehicles may be used on a temporary or periodic basis, provided they are not located within the required parcel setback.

(14) Unnatural Drainage

Under no circumstances shall any owner of any parcel of the Property be permitted to alter the topographic conditions of his parcels in any way that would change the natural course of drainage to the detriment of any other property, public right-of-ways, or utility easements.

(18) Use of Premises

A person shall not use any premises in any Land Use Area for any purpose other than that expressly permitted in these Reservations or in compliance with the Land Use Ordinances of Eureka County, whichever is more restrictive.

DECLARANT reserves the right to convey and/or dedicate right-of-ways and easements for public purposes, utilities, and/or strip of land within and along all side lines of each and every parcel, a thirty (30) foot strip of land within and along all rear lines of each parcel and fifty (50) foot strip of land within and along the front of each parcel, together with the privilege to assign this right at any time to its successors or assigns. This right shall run with the land for the time herein provided and as may be extended.

The easements along the side and rear boundary lines of lots 25 and 26, Section 13, Township 31 North, Range 49 East, and lots 11 and 12, Section 19, Township 31 North, Range 50 East, may be used for ingress and egress by the Property Owners of record, of Pioneer Pass Parcels.

D. GENERAL PROVISIONS

1. Duration. The reservations, covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall be effective for a term of twenty-four (24) years from the date this Declaration is recorded. At that time, this Declaration shall be automatically extended by successive periods of ten (10) years, unless amended by a signed and recorded instrument by sixty-seven percent (67%) of the Property Owners of record, of the Pioneer Pass Parcels. The Reservations, Conditions, Covenants and Restrictions contained herein may be amended at any time by an instrument executed by the then owners of sixty-seven percent (67%) of the Property, and shall continue to be effective as amended after each such amendment for the term above-provided. No amendment or revocation shall be effective until recorded in the Office of the County Recorder of Bureka County, Nevada.

2) Notices Any notice to be sent to any parcel owner, for any reason, shall be deemed to have been properly given when mailed to the last known address of the person who appears as owner on the records of Cattleman's Title Guarantee Company, a Nevada corporation, Declarant, or the Bureka County Assessor's role at the time of mailing.

(3) Severability In the event that any of the provisions of this Declaration conflict, the more restrictive shall govern. If any paragraph, section, sentence, clause or phrase of the Reservations herein contained, or incorporated herein by reference, shall be or become illegal, null, or void, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, the remaining paragraphs, sections, sentences, clauses or phrases herein contained or incorporated shall not be affected thereby.

(4) Enforcement In the event of any existing or threatened violation of any of the provisions of this Declaration of

Reservation, the Declarant or any person, firm or corporation to whom the declarant may have assigned the right, or any owner of any parcel in Pioneer Pass Parcels, or Cattlemen's Title Guarantee Company, a Nevada corporation, the County of Eureka, or the respective legal representatives, heirs, successors and assigns of any of the foregoing may bring an action at law or in equity to enforce these Declarations. All remedies shall be cumulative, and the bringing so entitled, shall not affect the right of another to avail himself or itself of any available remedy, nor shall a failure to enforce any provision of these Declarations be deemed a waiver of the right to do so hereafter.

IN WITNESS WHEREOF, Tehama Holdings, Inc., a Nevada corporation, and Cattlemen's Title Guarantee Company, as Trustee for Declarant, have caused their respective corporate names and/or seals to be hereunto affixed by its officers thereunder duly authorized this 20th day of July, 1995.

TEHAMA HOLDINGS, INC.,
a Nevada corporation

By Tom C. Pratt
Tom C. Pratt

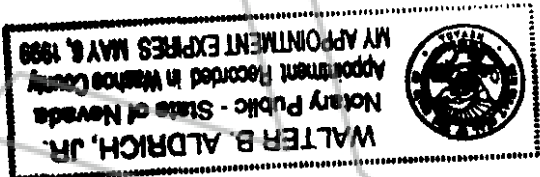
CATTELMEN'S TITLE GUARANTEE COMPANY,
a Nevada corporation, as Trustee

By Tom Capurro
Tom Capurro

STATE OF NEVADA)
(
COUNTY OF WASHOE)

On this 20th day of July, 1995 personally appeared before me, a Notary Public, Tom C. Pratt and Tom Capurro, who acknowledged that they executed the above instrument.

Walter B. Aldrich, Jr.
Notary Public



BOOK 284 PAGE 249

6

BOOK 284 PAGE 244
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Cattlemen's Title Guarantee
95 AUG - 1 AM 10:02
EUREKA COUNTY NEVADA
M.M. REBALZATI, RECORDER
FILE NO. 158318
FEES 12.00