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**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
LITTLE MONDEAUX MEADOWS**

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LITTLE MONDEAUX MEADOWS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Little Mondeaux Meadows (this "Amended and Restated Declaration") is made this ___ day of _____, 2003 by and among Little Mondeaux Limousin Corporation, a Nevada corporation ("Declarant") and the undersigned Owners of Parcels within the Project with reference to the following facts and is as follows:

RECITALS:

A. Declarant caused to be recorded on March 23, 1998 a Declaration of Covenants, Conditions and Restrictions for Little Mondeaux Meadows ("Original Declaration") in the office of the County Recorder of Douglas County, Nevada, in Book 398 at page 4707 as document no. 0435462, official records; which has been amended by a First Amendment to Declaration of CC&Rs for Little Mondeaux Meadows ("First Amendment") recorded on June 1, 1998, in Book 698 at page 0242 as document no. 0441033, of said official records and a Second Amendment to Declaration of CC&Rs for Little Mondeaux Meadows ("Second Amendment") recorded on April 12, 1998, in Book 898 at page 2675 as document no. 0446977, official records, which First and Second Amendments, together with the Original Declaration are collectively referred to herein as the "Declaration". It is the intent of this Amended and Restated Declaration to supercede, in all respects, the Declaration.

B. The Property subject to this Amended and Restated Declaration (the "Project" or the "Property") consists of the parcels of land (each, "Parcel") described in **Exhibit "A"** attached hereto and by this reference incorporated herein.

C. Declarant and the undersigned owners desire to amend and restate the Declaration as set forth herein. Such amendment includes a provision for the creation of a nonprofit association to be formed under Chapter 82 of the Nevada Revised Statutes ("Association") for the purpose of maintaining and managing the Irrigation Systems (defined below), levying Assessments as hereinafter provided and the enforcement of this Amended and Restated Declaration. Nothing set forth in this Amended and Restated Declaration is intended to affect or in any manner govern the use of domestic wells on a Parcel for which an Owner has obtained a permit from the State of Nevada.

D. Declarant intends by this Amended and Restated Declaration to impose upon the Property mutually beneficial conditions and restrictions for the benefit of all Owners (defined below). The Association is created for the limited purpose of maintaining a rural agricultural residential common interest community, as defined in NRS 116.1201(2) (a)(3). Accordingly, pursuant to Nevada Revised Statutes, the Property, this Amended and Restated Declaration, and the

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Association are exempt from the provisions of Chapter 116 of the Nevada Revised Statutes. No provision of this Amended and Restated Declaration, including the incorporation of certain provisions of Chapter 116 in Article VII hereof, shall be interpreted to make the whole of Chapter 116 applicable to the Property.

NOW, THEREFORE, in furtherance of such intent, Declarant declares that the Property, and such other real property as may become annexed and subject to this Amended and Restated Declaration at any time in the future, shall be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following covenants, conditions and restrictions and equitable servitudes, and the same shall constitute a general plan for the division, ownership, improvement, parceling, sale, use and occupancy of the Parcels to enhance the value, desirability and quality of the Property.

This Amended and Restated Declaration shall run with the Property and all portions thereof and every interest therein, and, subject to the deannexation provisions set forth herein, shall be binding upon all parties having any right, title or interest in and to the Property, and their heirs, successors and assigns. Each, all and every one of the limitations, easements, uses, obligations, covenants, conditions and restrictions herein imposed shall be deemed to be and construed as equitable servitudes enforceable by the Association and any of the Owners of the Parcels against any other Owner, tenant or occupant of the Property or portion thereof.

ARTICLE I DEFINITIONS

1.1 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association.

1.2 "Association" means Little Mondeaux Meadows Association, a Nevada nonprofit corporation formed pursuant to Chapter 82 of NRS.

1.3 "Association Property" means all real and personal property now or hereafter owned by or leased to the Association or in which the Association has a recognizable legal or equitable, present or future, interest, including the Irrigation Systems.

1.4 "Board" or "Board of Directors" means the Board of Directors of the Association.

1.5 "Bylaws" means the Bylaws of the Association.

1.6 "Common Elements" or "Common Area" means all Association Property not otherwise designated as Limited Common Elements.

1.7 "Common Expenses" shall have the meaning set forth in Section 7.4.1 hereof, and shall include (a) the expenses of maintaining the Common Elements which shall be allocated equally

to each of the Parcels as a "Common Element Assessment" (defined in Section 7.4.1 below) and (b) the cost of maintaining the Irrigation Systems, each of which is a Limited Common Element and, as such, the expenses thereof shall be allocated separately to the Owners of the Parcels using such Irrigation System as a "Limited Common Element Assessment" (defined in Section 7.4.1 below). The Common Element Assessments and the Limited Common Element Assessments are collectively referred to herein as the "Annual Assessments" which are described in Section 7.4 hereof.

1.8 "Common Roadways" means all existing private roadways within the Parcels which are used by the Owners of more than one Parcel.

1.9 "Declarant" shall have the meaning ascribed thereto at page 1 hereof.

1.10 "Declaration" shall have the meaning ascribed thereto in Recital "A" hereof.

1.11 "Governing Documents" shall have the meaning set forth in Section 5.3.2.

1.12 "Improvements" means all structures and appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, garages, carports, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, plantings, planted trees, shrubs, poles, signs, exterior air conditioning, water softener equipment, satellite dishes, antennae, fixtures or equipment.

1.13 "Irrigated Acreage" or "Irrigated Acres" means the number of acres in each Parcel which is capable of being irrigated with the water rights appurtenant to such Parcel.

1.14 "Irrigation Systems" shall have the meaning set forth in Section 4.3 hereof and **Exhibit "G"** (defined below), and shall include pumps, wells, pipelines, valves and other equipment and apparatus used in connection therewith.

1.15 "Limited Common Elements" means each of the Irrigation Systems, which shall be owned by the Association.

1.16 "Member" means every Owner.

1.17 "Owner" means any person or entity, including Declarant, holding fee simple title to a Parcel, or who is the buyer of a Parcel under a recorded contract of sale.

1.18 "Parcel" means each of the parcels of land within the Project which is legally created as a lot or parcel under Chapter 278 of the Nevada Revised Statutes on the date of the recordation of this Amended and Restated Declaration, which Parcels are listed on **Exhibit "D"** hereto.

1.19 "Project" or "Property" shall have the meaning ascribed thereto in Recital B of this Amended and Restated Declaration.

1.20 "Water Manager" shall be an independent contractor retained by the Association who is responsible for the day-to-day operation of the Irrigation Systems, including administrative tasks such as billings, collections and budgets.

ARTICLE II GENERAL RESTRICTIONS

All Parcels within the Property shall be owned, held, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

2.1 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate within the Project and no odors shall be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or its occupants. No noise or other condition shall be permitted to exist or to operate within the Project (a) so as to constitute a violation of the provisions of any laws, rules, regulations or ordinances regulating such conditions as they may arise upon said property or (b) so as to constitute a nuisance or similarly regulated condition pursuant to applicable laws or ordinances. Notwithstanding the foregoing, Douglas County has separately declared and the Association does hereby declare it to be a policy to protect and encourage agricultural operations. Parcels within the Property and adjoining parcels are located near agricultural operations, and the owners or occupants of the Parcels may at some time be subject to inconvenience or discomfort arising from such agricultural operations. Activities which are customary in the conduct of agricultural operations shall not constitute a nuisance and shall not be deemed to be a violation of this Declaration.

2.2 Repair of Buildings. No Improvements hereafter constructed upon any property within the Project shall be permitted to fall into disrepair and each such Improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof.

2.3 Drainage. There shall be no interference with the established drainage patterns over any property within the Project, except by Declarant, unless adequate provision is made for proper drainage and approved by the Declarant.

2.4 Fence Construction. Each Owner shall be responsible for the construction of fences in compliance with applicable law as necessary and appropriate to contain all animals and livestock on such Owner's property. Each Owner shall repair and maintain the fences on such Owner's property. Any fence which crosses a Common Roadway shall contain a cattle guard or a gate sufficient to allow use of the Common Roadway. No such gate shall be kept locked, unless cause therefor exists, in which event each beneficiary of the easement shall be provided a means to open the lock at will.

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2.5 No Hazardous Activities. No activities shall be conducted on any property and no Improvement constructed on any property within the Project which are or might be unsafe or hazardous to any other person or property. Notwithstanding any of the terms of Section 2.1 hereof that may be construed to the contrary, the discharge of fire arms and hunting shall be allowed upon properties within the Project in accordance with the provisions of state and local laws and regulations.

2.6 No Mining, Drilling or Excavation. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel aggregate or earth.

2.7 Building Permits. Building permits for any structures or improvements within a Parcel shall only be issued in accordance with the Douglas County Code. No structures or improvements requiring a permit shall be constructed without such a permit.

2.8 Uses. The use of each Parcel shall be as allowed by the Douglas County Master Plan and Land Use Ordinances in effect and as amended from time to time. No use or activity of any Parcel shall be made or allowed which is not in compliance therewith. Notwithstanding anything to the contrary set forth herein, the pre-existing use of Parcel 12 with respect to the rental cabins thereon shall be allowed under this Amended and Restated Declaration, provided that the same is recognized as either a conforming use or "grandfathered" non-conforming use under existing law.

ARTICLE III ROAD CONSTRUCTION AND MAINTENANCE; COMMON ROADWAY EASEMENTS

3.1 Construction of Roadways. Declarant and the purchaser of any Parcel shall, as a part of the purchase agreement pursuant to which the Parcel shall be conveyed to said purchaser, agree upon who shall be responsible for the cost of initially constructing any roadways providing vehicular or other access to or across the land being conveyed. In the event the purchase agreement is silent with respect to the foregoing, the cost of constructing any roadway providing access to the land shall be borne by the purchaser of said land, it being hereby acknowledged that Declarant shall have no implied duty or obligation to construct such roadways. The purchaser of any Parcel shall be deemed, by virtue of taking title to the Parcel, to have agreed that any roadways constructed for purposes of providing access to its Parcel shall be located within the easement areas reserved pursuant to the maps and easements recorded in the Douglas County Recorder's Office.

3.2 Maintenance of Roadways. Each Owner of a Parcel shall repair, maintain and replace, as appropriate, the roadway providing access between such Owner's Parcel and any publicly dedicated and maintained road, and shall pay the costs of such repair, replacement and maintenance, including, but not limited to, the costs of resurfacing, when appropriate, and of snow and ice removal; provided, however, that if any portion of said roadway is used to provide access to another Parcel then the Owner of each such other Parcel shall, with respect to only those portions of the

roadway serving said other Parcel, share the costs of such repair and maintenance equally with the owner(s) of Parcels also served by the portions of the roadway in question. The foregoing sharing of costs shall be based upon the relative lengths of roadway serving each Parcel on a shared basis, with the Owner of each Parcel being responsible in equal shares for the repair, maintenance and replacement of the sections of roadway serving such Parcel (e.g., if a section of roadway serves one Parcel, its Owner will pay all maintenance costs with respect thereof; if a section of roadway serves two Parcels, the Owners thereof shall each pay one-half (1/2) of all maintenance costs with respect thereto).

3.3 Common Roadway Easements. Each Owner of a Parcel within which a portion of a Common Roadway is located (each "Servient Parcel") hereby grants to the other Owners of all other Parcels within the Property ("Dominant Parcels") and to the Association, its employees, agents and representatives, a perpetual, non-exclusive easement over and across the Common Roadways for purposes of pedestrian, vehicular and equestrian ingress and egress to and from the Dominant Parcels, which easement shall benefit and be appurtenant to all of the Dominant Parcels. The Owner of each such Servient Parcel shall have the right to relocate that portion of a Common Roadway located within such Owner's Parcel at the relocating Owner's sole cost and expense; provided, however, that, reasonable alternative access is provided to the other Owners.

ARTICLE IV WATER RIGHTS AND IRRIGATION SYSTEM

4.1 Water Rights. Appurtenant to each Parcel are surface water rights and underground water rights. A description of the specific water rights benefiting each Parcel is set forth on **Exhibit "D"** attached hereto. A general delineation of those water rights on each Parcel is set forth on the map recorded as **Exhibit "E"** to the First Amendment, which is by this reference incorporated herein and herein referred to as **Exhibit "E"**.

4.2 Use of Water Rights. The water rights appurtenant to each Parcel are permanently restricted to use on the Property and no application shall be made for change of place of use, manner of use or point of diversion, unless such place of use is within the Property. No application for change in manner of use shall be permitted as to any such water rights. Each Owner hereby waives any right to protest an application to the State Engineer which is made in accordance with the provisions of this Amended and Restated Declaration and which will not violate the provisions hereof. The Owner of each Parcel is required to use the water rights appurtenant to such Parcel for the benefit of such Parcel and all other Parcels, according to the common irrigation practice which exists at the date of this Amended and Restated Declaration. Such irrigation practices are more particularly described on **Exhibit "F"** attached hereto and by this reference incorporated herein and made a part of this Amended and Restated Declaration ("Summary of Irrigation Practices"). Water delivery and use of the Irrigation Systems shall be administered by the Water Manager (as defined in Section 6.1.1 hereof) who shall be hired by the Board.

4.3 Irrigation Systems. The existing irrigation systems ("Irrigation Systems") which serve the Parcels consist of three (3) separate systems and its components are set forth in a map recorded as **Exhibit "G"** to the First Amendment, which is by this reference incorporated herein and referred to herein as **Exhibit "G"**. Irrigation System A, which is the irrigation system for the most westerly parcels, shall be for the benefit of, and the covenants set forth herein which pertain to Irrigation System A shall burden, Parcels 7, 8 and 12. Irrigation System B, which is the irrigation system for Parcels generally situated adjacent to the Carson River, shall be for the benefit of, and the covenants set forth herein which pertain to Irrigation System B shall burden, Parcels 5, 6, 7, 8, 9, 10 and 11. Irrigation System C, which is the irrigation system for Parcels situated to the east of the Carson River and southerly of System B, shall be for the benefit of, and the covenants set forth herein which pertain to Irrigation System C shall burden, Parcels 1A through 1D, inclusive, and Parcels 2 and 3. The costs and expenses of maintenance, repair and replacement of each separate Irrigation System and maintenance and good standing of the water rights used by the Parcels in each Irrigation System, shall be borne by the Parcels within each separate Irrigation System as set forth below. The Irrigation Systems are intended to deliver water only to the boundary line of each Parcel. Each Owner shall be separately responsible for the irrigation and costs thereof on such Owner's Parcel. Each Owner acknowledges that the water rights and Irrigation System serving each Parcel are dependent on the other Parcels in the Irrigation System, that each Irrigation System is dependent upon the other Irrigation Systems and that no individual Parcel may be segregated from the other Parcels without adequate provision for water delivery to the other Parcels. No Owner shall have the right to in any way modify, alter, remove or discontinue use of any portion of the Irrigation Systems (collectively, "Modification") unless such Owner installs, at such Owner's sole cost and expense, alternate irrigation lines which will allow water delivery to the affected parcels consistent with the water delivery prior to such Modification. The Irrigation Systems shall be managed and operated in accordance with the irrigation cycles for each of the Irrigation Systems, which are attached hereto as **Exhibit "H"** and by this reference made a part hereof.

ARTICLE V THE ASSOCIATION

5.1 Formation. The Association is a nonprofit corporation formed or to be formed by Declarant under NRS Chapter 82. Promptly after the recordation of this Amended and Restated Declaration, Declarant shall cause the Articles of Incorporation of the Association to be filed with the Secretary of State of the State of Nevada. The Association shall be charged with the duties and invested with the powers set forth the Articles, the Bylaws, this Amended and Restated Declaration and in Chapter 82 of the Nevada Revised Statutes. The Association is not authorized to have and shall not issue any capital stock.

5.2 Association Action. Except as to matters requiring the approval of the Members as set forth in the Articles, the Bylaws, this Amended and Restated Declaration, or Chapter 82 of the Nevada Revised Statutes, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with this Amended and Restated Declaration or the Bylaws. The members of the first Board shall serve until the first annual meeting

of the Members. Except as otherwise provided in the Articles, the Bylaws, this Amended and Restated Declaration, or Chapter 82 of the Nevada Revised Statutes, all matters requiring the approval of Members shall be deemed approved if Members holding a majority of the total voting power of the Association assent to them by written consent as provided in the Bylaws or if approved by a majority vote of a quorum of Members at any regular or special meeting held in accordance with the Bylaws.

5.3 Association Membership.

5.3.1 Association Membership Qualifications. The members of the Association ("Members") shall be the Owners of all of the Parcels. As used in this Amended and Restated Declaration, the term "Member" shall refer to the Owner of a Parcel if there is one Owner, or collectively to all of the Owners of a Parcel if there is more than one Owner. The number of memberships in the Association ("Memberships") shall be equal to the number of Parcels within the Property; provided, however, that each Membership shall have the number of votes specified in Section 5.3.3 hereof.

5.3.2 Members' Rights and Duties. Each Member shall have the same general rights, duties, and obligations with respect to each other and the Association as are set forth in this Amended and Restated Declaration (which includes the Summary of Irrigation Practices), the Articles, the Bylaws and any Water Management Rules and Regulations enacted pursuant to this Amended and Restated Declaration, as the same may from time to time be amended ("Governing Documents").

5.3.3 Voting.

(a) General. Each Membership shall entitle the owner(s) thereof to one (1) vote for each Irrigated Acre within the Parcel attributable to such Membership; provided, however, that the Association may not cast any vote for any Parcel it may own. A schedule of the Irrigated Acreage within each Parcel is shown on **Exhibit "D"** hereto. The Board of Directors and the officers of the Association shall be elected and appointed as provided in the Articles and Bylaws.

(b) Persons Entitled to Serve on the Board. Members of the Board need not be Owners of Parcels within the Property.

5.3.4 Meeting of Members. The first annual meeting of the Members of the Association shall be held not later than one (1) year after the date of the filing of the Articles with the Secretary of State of the State of Nevada. Such meeting shall be called, noticed and conducted in accordance with the Articles and the Bylaws. The Association shall hold not less than one (1) meeting each calendar year.

5.3.5 Exercise of Voting Rights. In the case of a Parcel owned by two (2) or more persons or entities, the voting power shall be exercised by only one of them. The Owner ("Voting

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Owner") who is designated to cast votes on behalf of all of the Owners of a Parcel must be designated in writing to the Board by all Owners of such Parcel, and the Association may refuse to accept the vote for any such Lot by any Owner other than the Voting Owner. If there is no such designation then such Parcel shall have no vote until such designation is made.

5.4 Transfer of Association Membership. Each Membership is appurtenant to a Parcel, and shall not be assigned, transferred, pledged, hypothecated, conveyed, or alienated in any way except on a transfer of title to such Parcel, and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title or interest to a Parcel shall operate automatically to transfer the appurtenant Membership rights to the new owner(s). Prior to any transfer of title to a Parcel (including the sale of a Parcel under a recorded contract of sale), either the transferring owner or the acquiring owner shall give notice to the Board of such transfer, including the name and address of the acquiring owner and the anticipated date of transfer. The Association shall have the right to charge a reasonable transfer fee payable to the Association on the date of transfer of title to the Parcel, which transfer fee shall be assessed against the Parcel as a Violation Assessment if not paid when due. The initial transfer fee shall be set by the Board and shall not exceed \$250.00. The Board may increase such transfer fee from time to time in its sole reasonable discretion to cover administrative costs of the Association in connection with such transfer.

ARTICLE VI POWERS AND DUTIES OF THE ASSOCIATION

6.1 Powers and Duties of the Association. The Association shall have all of the powers of a non-profit corporation organized under the laws of the State of Nevada and the powers conferred upon it pursuant to Chapter 82 of the Nevada Revised Statutes, subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Amended and Restated Declaration. It shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Amended and Restated Declaration, the Articles and the Bylaws, and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, the following:

6.1.1 Water Management. The Association shall manage the delivery of the irrigation water in accordance with the water rights appurtenant to each of the Parcels in a manner which will efficiently and fairly distribute water to the Parcels. The Association may adopt management and distribution regulations ("Water Management Rules and Regulations") which are not inconsistent with the Summary of Irrigation Practices and which are consistent with good water management practices of the region in which the water is located, all applicable permits and applications and all applicable federal, state and local laws and regulations. The Association shall engage a Water Manager with experience in irrigation systems to maintain and operate the Irrigation Systems. The Water Manager shall hire employees to assist in the performance of the duties of the Water Manager as set forth herein and in the administration of the Water Management Rules and

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Regulations. The Water Manager shall have the responsibility and authority to deliver water to the Parcels in the same manner as water is delivered to the Parcels on the date this Amended and Restated Declaration is recorded. Any irrigation or other services requested by an Owner and provided by the Water Manager which are not authorized under this Amended and Restated Declaration or which benefit only such Owner's Parcel shall be pursuant to a separate contract between such Owner and the Water Manager.

6.1.2 Assessments. The Association shall have the power to establish, fix and levy assessments as set forth in Article VII hereof (herein collectively "Assessments") and to enforce payment of such Assessments in accordance with the provisions of this Amended and Restated Declaration.

6.1.3 Right of Enforcement.

(a) General. The Association in its own name and on its own behalf and any Owner or Owners on their own behalf, shall have the power and authority to commence and maintain actions for damages, or to restrain and enjoin any actual or threatened breach of any provision of the Governing Documents, to enforce by mandatory injunction, or otherwise, all of these provisions, to intervene in litigation or administrative proceedings on matters affecting the Property or any portion thereof. The Court in any such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorneys' fees.

(b) Suspension of Voting Rights; Fines. The Board shall have the power and authority to suspend the voting rights, and to assess reasonable monetary fines commensurate with the severity of the violation against the Owner of a Parcel for any violation of the Governing Documents. Before invoking any such suspension or fine, the Board shall give such Owner notice of the alleged violation which informs such Owner of the opportunity to be heard pursuant to Section 6.7 hereof.

(c) The failure to enforce any provision of the Governing Documents at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said Governing Documents.

6.1.5 Delegation of Powers. The Association, acting by and through the Board, shall have the power, but not the obligation to delegate its powers, duties, and responsibilities to committees of Members, employees, agents and independent contractors. The Association may obtain and pay for legal, accounting, and other services necessary and desirable in connection with the operation of the Project and the enforcement of this Amended and Restated Declaration. The Association may delegate the obligation to collect Assessments and pay the Common Expenses and all bookkeeping functions associated therewith to the Water Manager, provided a fidelity bond is obtained for the Water Manager pursuant to this Amended and Restated Declaration and provided

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that the Water Manager is appropriately licensed and maintains in good standing all licenses and/or certificates required by state and local laws, regulations and ordinances.

6.1.6 Personal Property. The Association may acquire and hold for the use and benefit of all the Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise.

6.1.7 Other Services and Properties. The Association shall have the power to obtain or pay for, as the case may be, any other property, services, taxes, or assessments which the Association or the Board is required to secure or pay for pursuant to the terms of the Governing Documents, or which, in its opinion, shall be necessary or proper for the operation of the Association, and to incur liabilities and make contracts respecting the same.

6.2 Duties of the Association. In addition to the duties delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association, acting by and through the Board, has the obligation to conduct all business affairs of common interest to all Members and to perform each of the following duties:

6.2.1 Taxes and Assessments. The Association shall pay all taxes and assessments levied against all Association Property or against the Association. Such taxes and assessments may be contested or compromised by the Association, provided that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

6.2.2 Insurance. The Association shall obtain and maintain, from reputable insurance companies, the insurance described in Article VIII.

6.2.3 Operation and Maintenance of Common Elements and Limited Common Elements. The Association shall operate, maintain, repair, replace and otherwise manage or provide for the operation, maintenance, and management of all Common Elements and Limited Common Elements, including, but not limited to, the Irrigation Systems.

6.2.4 Other. The Association shall carry out the other duties of the Association set forth in the Governing Documents.

6.3 Limitations on Authority of Board. Except with the vote or written consent of Members holding a majority of the voting rights of the Association, the Board shall not pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

6.4 Personal Liability. No member of the Board, or of any committee of the Association, or any officer of the Association, or the Water Manager, or Declarant, or any agent of Declarant,

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shall be personally liable to any Member, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

6.5 Meetings of Members. Meetings of Members shall be noticed and held as provided in the Articles, Bylaws, and this Amended and Restated Declaration.

6.6 Association Books and Records and Association Property.

6.6.1 Right of Inspection. Except as provided in the next sentence, all Membership registers, accounting records, and minutes of meetings of the Members, the Board, and committees of the Board, and all other books, documents and records of the Association, and the physical properties of the Association, including, but not limited to, (a) the financial statement of the Association and (b) the Budgets, shall be made available for inspection by any Member of the Association, or his, her or its duly appointed representative, or any mortgagee, ("Authorized Persons") at any reasonable time and for a purpose reasonably related to Membership in the Association, at the office of the Association or at such other suitable location as the Board prescribes. The right of inspection does not include (a) the personnel records of the employees of the Association and (b) the records of the Association relating to another Owner. The right of inspection shall include the right to make copies of documents, provided that Members shall pay reasonable copying charges not to exceed \$.25 per page. The Board shall establish by resolution reasonable rules with respect to (a) prior notice to be given to the custodian of the records of the Association to exercise such right of inspection, (b) hours and days of the week when an inspection may be made (which shall include the regular business hours of the Association), and (c) payment of the cost of reproducing copies of documents requested by a Member or by a representative or mortgagee. It shall be deemed to be a violation of this Amended and Restated Declaration for any Owner or other person to use the membership roster of the Association for any commercial or business purpose.

6.6.2 Association Bank Accounts. All Association bank accounts shall require two signatures on all checks written against such accounts in excess of \$500. One of such signators shall be a Board Member.

6.7 Violations.

6.7.1 Violation Notice. If any Owner allows, permits, or causes any condition to exist on or within such Owner's Parcel or any Common Area or Limited Common Elements, as the case may be, which violates the provisions of Article II of this Amended and Restated Declaration, or, in the sole reasonable discretion of the Board, is unsightly, unsanitary, or hazardous (collectively, a "Maintenance Violation") or otherwise violates any provision of the Governing Documents (which Maintenance Violation and other violation are collectively referred to herein as "Violation"), then, except as otherwise provided in Section 6.7.6 hereof

(in the case of an emergency) or 6.7.7 (entry by court order), before taking any action to suspend voting rights or impose a fine pursuant to the Governing Documents, the Board shall give the Owner written notice ("Violation Notice"), in the manner provided in Section 10.3 below, specifying the nature of the Violation. In the event that the Board fails to give a Violation Notice for a Maintenance Violation to an Owner who has defaulted in such Owners Maintenance Obligation hereunder, then upon the filing with the Board of a meritorious written complaint ("Owner Complaint") executed by the Owners of any two (2) Parcels within the Property, the Board shall have the obligation to give such Maintenance Violation Notice.

6.7.2 Owner's Right to File an Objection; Hearing. The Owner to whom a Violation Notice is given shall have the right to file a written objection thereto with the Secretary of the Association within five (5) days after such Owner is deemed to have received such Violation Notice (pursuant to Section 10.3 hereof). Whether or not such objection is filed, within ten (10) days after the Violation Notice is given, the Board shall meet in executive session to hold a hearing on the subject matter of the Violation Notice, unless the Owner who allegedly committed the violation requests in writing that the hearing be conducted by the Board at an open meeting. Notice of such hearing, and time and place thereof, shall be given to the Owner to whom the Violation Notice is given and any other Owners who have filed Owner Complaints at least five (5) days prior to the date set for such hearing. The Owner who is alleged to have committed the Violation may attend the hearing and testify concerning the alleged Violation, but may be excluded by the Board from any other portion of the hearing, including, without limitation, the deliberations of the Board. In the event that the Board finds that a Violation has occurred, the Board shall order the Owner to cure such Violation within such time period, as the Board determines is reasonably required, which cure period shall be no less than thirty (30) days. The Board shall give written notice of its decision to the Owner against whom the Violation Notice was given as to whether or not a Violation exists and the nature of such violation. Copies of such decision shall be mailed to all persons who filed an Owner Complaint. The decision of the Board shall be binding. By acceptance of his deed or other instrument of conveyance, each Owner shall be deemed to have agreed that the decision of the Board shall be binding and is not subject to arbitration or judicial review.

6.7.3 Association's Right to Correct Maintenance Violation. If a binding decision is rendered that a Maintenance Violation exists ("Final Decision") and the Owner fails to correct a Maintenance Violation within the period specified in such decision, or, if no time is specified, within a reasonable time ("cure period"), then the Association, acting through the Board, shall have the right, but not the obligation, (i) to suspend the Owner's voting rights for a specified period of time; (ii) to impose a fine, collectible as a violation assessment under Section 7.6; and/or (iii) to correct the Maintenance Violation in accordance with the procedures set forth below.

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6.7.4 Procedure for Association's Correction of Maintenance Violation.

(a) Bids. In the event the Association elects to correct a Maintenance Violation, then prior to commencement of work to correct the Maintenance Violation and promptly after the expiration of the cure period afforded a defaulting Owner under the Final Decision entered with respect to the Maintenance Violation, the Board shall obtain three (3) written bids to perform the required work and shall mail the bids to the Owner. The Owner shall have the right to select the bid by notifying the Board in writing within fourteen (14) days after the bids are mailed by the Board to the Owner. In the event the Owner fails to select a bid within such time period, the Board shall select the bid.

(b) Violation Assessment. When the bid has been selected as set forth in subparagraph 6.7.4, above, the Board shall levy a Violation Assessment pursuant to paragraph 7.6 hereof against the Owner in the amount of the cost of correcting the Maintenance Violation and the costs and expenses, including attorneys' fees, incurred by the Association incident thereto.

(c) Performance of Corrective Work By Association. The Board may, at its sole option and discretion, elect to cause the corrective work to be commenced promptly after the Violation Assessment has been levied against the Owner, or elect to postpone the corrective work until after the amount of the Violation Assessment has been collected partially or in full. Neither the Association, the Board, nor any of the Association's agents, or employees shall be liable for any damage which may result from any work performed by the Association to cure a Maintenance Violation.

6.7.5 Association's Right of Entry for Repair and Maintenance. Each Owner hereby grants to the Association, and its duly authorized agents, representatives, employees and contractors, the right of entry onto such Owner's Parcel which right shall be irrevocable, to make such repairs and perform such maintenance work which the Association is required or entitled to do pursuant to the provisions of this Amended and Restated Declaration. Except as provided in Section 6.7.6 (with respect to emergencies) or Section 6.7.7 (entry pursuant to court order), such right of entry shall be exercised only during reasonable hours and after reasonable notice.

6.7.6 Emergencies. In the event any Board member or officer of the Association believes, in his or her sole reasonable discretion, that an emergency situation exists within a Parcel and that immediate repairs are necessary to prevent or mitigate damages, then such officer, the manager or the manager's authorized agent shall have the right to exercise the Association's right of entry without notice. If after gaining entry, any officer of the Association still believes in his or her sole reasonable discretion, that immediate repairs are necessary to prevent or mitigate damages, then the Association shall have the right to make such repairs without notice to the Owner and without a hearing, and without obtaining

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competitive bids as provided in subparagraph 6.7.4(a), above. In the event it is determined after notice and hearing as provided in Section 6.7 hereof that the repairs were necessary because of a Violation (as defined in Section 6.7.1), the Association shall levy a Violation Assessment against the Owner responsible for the Violation in the amount of the cost of the corrective work and all costs and expenses, including attorneys' fees, incurred by the Association incident thereto. Neither the Association, the Board, nor any of the Association's agents or employees, nor any person hired by the Association to perform the corrective work, shall be liable for any damage which may result from any work so performed on behalf of the Association.

6.7.7 Entry by Court Order. In the event an Owner prevents an officer of the Association, the Water Manager or authorized agent of the Association from gaining access to such Owner's Parcel for the purpose of correcting a Maintenance Violation or for the purpose of attending to an emergency situation, then the Owner(s) shall be jointly and severally liable to the Association for attorneys' fees, court costs and incidental expenses incurred by the Association for the purpose of gaining such entry and all other costs and expenses incident thereto (collectively "Entry Costs"), and such Entry Costs shall be assessed to the Owner as a Violation Assessment pursuant to paragraph 7.6 hereof.

ARTICLE VII ASSESSMENTS

7.1 Agreement to Pay. Declarant, for each Parcel owned by it, and each Owner for each Lot owned by such Owner, hereby covenants and agrees to pay to the Association such Assessments as are made pursuant to this Article VII.

7.2 Personal Obligations. Each Assessment or installment thereof, together with any late charges, interest, collection costs, and reasonable attorneys' fees, shall be the personal obligation of the Owner(s) of the Parcel at the time such Assessment (or installment thereof) became due and payable. If more than one person or entity is the Owner of the Parcel, the personal obligation to pay such Assessment (or such installment) respecting such Parcel shall be both joint and several. A grantee of a Parcel other than a grantee pursuant to a foreclosure sale under a First Deed of Trust shall be jointly and severally liable with the grantor thereof for all unpaid Assessments against the Parcel, up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee under such obligation. No Owner may avoid or diminish such personal obligation by non-use or abandonment of his Parcel.

7.3 Purpose and Amount of Assessments. The Assessments levied by the Association shall be the amount estimated to be required, and shall be used exclusively, to promote the health, safety, and welfare of the Members of the Association, for the performance of the duties of the Association as set forth in this Amended and Restated Declaration, and for the repair, maintenance and upkeep of the Common Areas, the Limited Common Elements, and any personal property which is Association Property.

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7.4 Annual Assessments.

7.4.1 Definitions. As used herein, "Annual Assessment" shall mean the amount of the Association budget ("Budget") for each fiscal year to pay the Common Expenses (defined below) as established pursuant to the provisions of this Article and any capital improvements proposed by the Board. As used herein, "Common Expenses" means the expenditures made by the Association in the performance of its obligations hereunder, and the financial liabilities of the Association during the applicable fiscal year, including an allocation to reserves, and shall include, but are not limited to, expenditures for the following purposes: (i) to operate, manage, maintain and repair the Common Area, the Limited Common Elements and the Association Property, and to administer the operation of the Association; (ii) to provide for adequate reserves funded on a reasonable basis consistent with sound business practice for the repair, replacement and restoration of the improvements to the Common Area, the Limited Common Elements, and any Association Property, and for such other purposes as are consistent with good business practice, excluding daily maintenance and operation; and (iii) to provide for the possibility that some Assessments may not be paid on a current basis. Without limiting the generality of the foregoing, Common Expenses shall include: all charges, costs, and expenses whatsoever incurred by the Association for or in connection with the Association administration, including, but not limited to, the maintenance of the Common Area and the Limited Common Elements; any taxes and assessments assessed against Association Property, any taxes assessed against the Association itself, insurance premiums, including fire and other casualty insurance, liability insurance, workman's compensation insurance, and other insurance obtained pursuant to this Amended and Restated Declaration; payment of any liability of the Association whatsoever for loss or damage arising out of or in connection with the Common Area or the cost of all utility services to the Limited Common Elements; the unpaid share of any Assessment levied during the previous fiscal year against any Owner who has defaulted in payment thereof to the extent that the same becomes uncollectible; accounting and legal fees, contracted fees for the Water Manager and its employees, and other necessary expenses of upkeep, maintenance, management and operation incurred with respect to the Common Areas and the Limited Common Elements. The Budget shall include a line item for the daily operation of the Association and the Common Elements ("Common Element Assessment") and separate line items for each of the Limited Common Elements ("Limited Common Element Assessments"). In addition, the Budget shall include separate line items for reserves for which shall itemize separately the reserve for the Common Elements and a reserve for each of the Limited Common Elements. The Budget may include an assessment for Capital Improvements, provided, however, that a majority of the Board has approved such Capital Improvements, subject to a vote of the Members as provided in Section 7.4.3 hereof. As used herein, "Capital Improvement" means (i) any Improvement relating to the Irrigation Systems which is not a repair or replacement of an existing Improvement or (ii) any expenditure relating to the Common Area which is outside the ordinary course of business of the Association. Assessments in the Budget for Capital Improvements relating to Common Area must be designated in the Budget as Common Element Assessments.

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Assessments in the Budget for Capital Improvements relating to a particular Limited Common Element must be designated in the Budget as a Limited Common Elements Assessment for that particular Limited Common Element.

7.4.2 Allocation of Annual Assessments. Except for any portion of the Annual Assessments which is a Limited Common Elements Assessment, the Annual Assessments shall be allocated equally among the Parcels on the date the Annual Assessment for the applicable fiscal year is deemed approved. The Limited Common Elements Assessments shall be allocated among the Parcels which use the applicable Limited Common Elements as follows: Each Parcel using the Irrigation System shall be allocated a percentage of the Limited Common Element Assessment for such Irrigation System, the numerator of which is the number of Irrigated Acres in such Parcel and the denominator of which is the number of Irrigated Acres within all of the Parcels using the Irrigation System. Such allocations are set forth on **Exhibit "D"** hereto.

7.4.3 Procedure for Establishing Annual Assessments. Not less than ninety (90) days before the beginning of each fiscal year of the Association, the Board shall meet for the purpose of reviewing the proposed Budget for the next succeeding fiscal year prepared and submitted by the Water Manager and establishing the Annual Assessment for such fiscal year. The Board shall, not less than thirty (30) days nor more than sixty (60) days before the beginning of the fiscal year of the Association, prepare and distribute to each Owner a copy of the Budget.

The Board shall notice a meeting of the Members to consider ratification of the Budget, which notice shall be given not less than thirty (30) nor more than sixty (60) days prior to the date of the meeting. Such meeting of the Members may be one of the annual meetings of the Members or a special meeting of the Members called for such purpose. Unless at that meeting sixty-six and two-thirds percent (66 2/3%) of the voting power of the Association votes to reject the proposed Budget, the Budget shall be deemed ratified by the Members, whether or not a quorum is present at such meeting. If the proposed Budget is so rejected, the Budget last ratified by the Members shall be continued until such time as the Members ratify a subsequent Budget proposed by the Board in the manner provided in this Section 7.4.3.

7.4.4 Assessment Period; Commencement of Annual Assessments. The Annual Assessment period shall coincide with the fiscal year of the Association, which shall commence on January 1 of each year and shall terminate on December 31 of such year; provided, however, that the initial Annual Assessment period shall commence on the first day of the calendar month following the date on which this Amended and Restated Declaration is recorded ("Assessments Commencement Date"). The first Annual Assessment and any Special Assessment made during the year in which the Assessments Commencement Date occurs shall be adjusted according to the number of months remaining in the fiscal year

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and shall be payable in equal quarterly installments, in advance, unless the Board adopts some other basis for collection, for the period commencing April 1, 2003.

7.4.5 Expenditure of Reserves. The Board shall not expend funds designated as reserves in the Budget for any purpose other than the repair, restoration, replacement and maintenance of major components of the Common Elements and Limited Common Elements for which such reserves have been established.

7.5 Special Assessments.

7.5.1 Initial Special Assessment. In order to meet the immediate cash flow needs of the Association, there is hereby established by the recordation of this Amended and Restated Declaration a Special Assessment assessed to the Owners of all of the Parcels equal to \$25 per Irrigated Acre within each Parcel due and payable to the Association within 30 days after the recordation of this Amended and Restated Declaration.

7.5.2 Other Special Assessments. If the Board determines that the estimated total amount of funds necessary to defray the Common Expenses for a given fiscal year is or will become inadequate to meet the Common Expenses for any reason, including, but not limited to, delinquencies in the payment of any Assessments, or in the event the Association has insufficient reserves to perform its obligations under this Amended and Restated Declaration, then the Board shall determine the approximate amount of such shortfall, shall provide a summary thereof to all of the Owners with the Board's recommendation for a special assessment ("Special Assessment") to meet such shortfall, and shall set a date for a meeting of the Owners which is not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary. Unless at that meeting a majority of all Owners votes to reject the proposed Special Assessment, the proposed Special Assessment shall be deemed ratified by the Owners, whether or not a quorum is present at such meeting, and shall become a Special Assessment against, and allocated equally to, the Owners of the Parcels. Notwithstanding the foregoing, in the event the shortfall in funds involves the Limited Common Elements, then only the Owners of Parcels using such Limited Common Elements shall be noticed and shall be entitled to vote. If a majority of such Owners approves the Special Assessment at a duly noticed meeting as provided in this Section, then such Special Assessment shall be assessed against and allocated only to those Parcels using such Limited Common Elements in the manner provided in Section 7.4.2 hereof. The Board may, in its discretion, provide for payment of any Special Assessment in any number of installments or provide that it is payable in one (1) installment within such time period as the Board deems reasonable.

7.6 Violation Assessments. Subject to the provisions of Section 6.7 hereof, the Board shall have the power to levy an assessment for violations of the provisions of the Governing Documents ("Violation Assessments") against Owners as authorized by this Amended and Restated Declaration. The Association shall have the power to collect reasonable fines. The Board shall levy a Violation Assessment against the Owners of a Parcel to pay for the cost of curing any Maintenance

Violation of such Owners and/or any other work performed by the Association for such Owners' account pursuant to the provisions of this Amended and Restated Declaration, over which Board has jurisdiction, and any costs or expenses incident thereto, including, but not limited to, attorneys' fees and court costs.

7.7 Notices of Assessments; Delinquencies; Statement of Account. Any Assessment installment hereunder which is not paid within fifteen (15) days following the date it is due shall be deemed delinquent. All delinquent Assessments shall bear interest at the rate of twelve percent (12%) per annum from the date the Assessment becomes delinquent hereunder until paid, and, in addition, a late charge of \$25.00 shall be due for each delinquent installment. The Association shall give written notice of all Assessments to the Owners of the Parcels, which notice shall specify the amount of the Assessment and the date or dates payment of the same is due and shall be given in the manner provided for notices in this Amended and Restated Declaration. One notice of an Assessment shall be sufficient to meet the requirements of this Section 7.7, even though the Assessment may be payable in installments. Failure of the Association to give notice of any Assessment shall not affect the liability of the Owners of the Parcel for such Assessment; provided, however, that the date when payment of the first installment of such Assessment shall become due in such a case shall be deferred to a date fifteen (15) days after such notice shall have been given, and the first installment of such Assessment shall not be deemed delinquent until fifteen (15) days after such deferred due date. Upon payment of a reasonable fee, initially not to exceed Twenty-Five and no/100ths Dollars (\$25.00), and upon written request of any Owner or any mortgagee, prospective mortgagee, or prospective purchaser of a Parcel, the Association shall issue a written statement setting forth the amount of the unpaid assessments, if any, with respect to such Parcel, the amount of the current periodic assessment, and the date that such assessment becomes or became due, and if there is any credit for advance payments. Such statement shall be conclusive upon the Association in favor of persons who rely thereon in good faith. Unless such request for a statement of account shall be complied with within ten (10) business days following receipt of the written request and fee, all unpaid assessments which became due prior to the date of making such request shall be subordinate to the lien of a mortgagee which acquired its interest subsequent to requesting such statement.

7.8 Collection of Assessments. The right to collect and enforce Assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative can enforce the obligations of the Owners to pay Assessments provided for in this Amended and Restated Declaration by commencement and maintenance of a suit at law or in equity or by shutting off water service through the Irrigation System serving the Parcel for which the Assessments have not been paid after notice and opportunity to be heard as provided in Section 6.7 hereof.

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ARTICLE VIII INSURANCE

8.1 Insurance to be Obtained. The Association shall obtain and maintain in full force and effect at all times insurance coverage, provided by companies duly authorized to do business in Nevada, as set forth in this Article.

8.2 Liability Insurance. The Association shall purchase broad form comprehensive liability coverage in such amounts and in such forms as it deems advisable to provide adequate protection. Such coverage shall be in an amount no less than \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles and other vehicles on behalf of the Association and activities in connection with the ownership, operation, maintenance, and other use of the Common Areas and Irrigation Systems. The liability insurance shall name as separately protected insureds, the Association, the Board, the Owners, the Water Manager, and their respective representatives, officers, directors, members, and employees. Every policy of insurance obtained by the Association shall contain an express waiver, if available, of any and all rights of subrogation against such named insureds.

8.3 Premiums and Reviews. Premiums for all of the foregoing insurance shall be a Common Expense and shall be included in the Budget. The Board shall each review the limits of all insurance policies carried by such body at least once a year and adjust the limits as the Board deems necessary or appropriate.

8.4 Form. Each policy of insurance obtained under this Article shall provide that it cannot be canceled by either the insured or the insurance company until after ten (10) days written notice is first given to the Association and to each first mortgagee. All policies of insurance shall provide for a waiver of subrogation by the insurer as to claims against the Association, the Board, employees, and agents, and against each Owner and each Owner's employees, agents, and guests, and shall provide that the insurance cannot be canceled, invalidated, or suspended on account of the conduct of the Association, the Board, employees, and agents or of any Owner or such Owner's employees, agents, or guests, and shall provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by any Owner or mortgagee and that the insurance policy shall not be brought into contribution with insurance maintained by any Owner or mortgagee.

8.5 Owner's Insurance Responsibilities. The following insurance coverages shall be the responsibility of each respective Owner: insurance for hazard, casualty and liability coverage within each Parcel, including, without limitation, all structures located therein; and insurance coverage for activities of the Owner, not acting for the Association, with respect to the Common Area.

**ARTICLE IX
MORTGAGE PROTECTION**

The enforcement of any provision of the Governing Documents shall not defeat or render invalid the rights of the beneficiary under any First Deed of Trust. Notwithstanding the foregoing, after the foreclosure of any such First Deed of Trust or after any conveyance in lieu of foreclosure, such Parcel shall remain subject to this Amended and Restated Declaration.

**ARTICLE X
MISCELLANEOUS**

10.1 Term. This Amended and Restated Declaration, including all of the covenants, conditions and restrictions hereof, shall run for a period of twenty (20) years from recordation of this Amended and Restated Declaration, unless amended as herein provided. Upon the expiration of such term, this Amended and Restated Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by written instrument executed by the Owners of at least sixty-seven percent (67%) of the Parcels within the Property and recorded in Douglas County, Nevada real property records.

10.2 Amendment. No amendment of Article VII hereof shall be effective as to any beneficiary who does not join in the execution thereof provided that its mortgage or deed of trust is recorded in the real property records of Douglas County, Nevada prior to the recordation of such amendment; provided, however, that after foreclosure or conveyance in lieu of foreclosure, the property which was subject to such mortgage or deed of trust shall be subject to such amendment. Subject to the preceding sentence, no amendment of this Amended and Restated Declaration shall be effective unless adopted by the owners of more than fifty percent (50%) of the Parcels within the Project at the time of the proposed amendment until executed and recorded in the real property records of Douglas County, Nevada in the manner herein provided.

10.3 Notices. Any notice permitted to be given pursuant to this Amended and Restated Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or a legal holiday) after a copy of the same has been deposited in the United States Mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices, or to the address of such Owner's Parcel if no address has been given to the Association. Such address may be changed from time to time by notice in writing given to the Association. The address of the Association on the date of recordation of this Amended and Restated Declaration is:

Little Mondeaux Meadows Association
P.O. Box 586
Genoa, Nevada 89411

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BK0604PG03633

Such address of the Association may be changed by notice given to all of the Owners in the manner provided in this Section.

10.4 Governing Laws. This Amended and Restated Declaration shall be construed and governed under the laws of the State of Nevada.

10.5 Construction.

10.5.1 Restrictions Severable. Notwithstanding anything herein to the contrary, each of the provisions of the Governing Documents shall be deemed independent and severable, and the invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

10.5.2 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

10.5.3 Captions. All captions and titles used in this Amended and Restated Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or articles hereof.

10.5.4 Liberal Construction. It is the intention of Declarant that this Amended and Restated Declaration be liberally construed to promote the purpose of a well planned community, reserving to Declarant the rights necessary to complete the Project and to insure the integrity of the interrelated land users.

10.6 Deannexation of Land. Declarant shall have the right to deannex the following described land from the encumbrance of this Amended and Restated Declaration provided that Declarant causes the water rights appurtenant to such Parcel to be transferred to another Parcel or Parcels within the Property and otherwise complies with the provisions of this Amended and Restated Declaration with respect to the delivery of water to the other Parcels:

All or part of adjusted Parcels 15 and 18 as shown on that Record of Survey to Support Boundary Line Adjustment for Little Mondeaux Limousin Corp. as recorded on November 19, 2001 as document no. 528042, official records of Douglas County, Nevada.

Such deannexation shall be accomplished by the recordation of a Notice of Deannexation in the Douglas County Nevada Recorder's office, which notice shall legally describe the Parcel to be deannexed and provide that it is no longer subject to the benefits and burdens of this Amended and Restated Declaration.

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10.7 Counterparts. This Amended and Restated Declaration may be signed in any number of original counterparts, which, when taken together, shall constitute one document.

10.8 Exhibits. Exhibits "A", "D", "E", "F", "G" and "H" are incorporated into and made a part of this Amended and Restated Declaration. Exhibits "B" and "C" are intentionally omitted.

IN WITNESS WHEREOF, Declarant and the undersigned Owners have executed this Amended and Restated Declaration as of the day and year first above written.

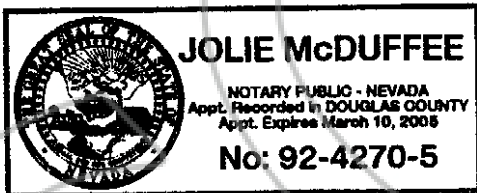
Declarant:

LITTLE MONDEAUX LIMOUSIN CORPORATION,
a Nevada corporation

By: *Ronald L. Simek*
Ronald L. Simek, President

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on September 11, 2003, by Ronald L. Simek, as President of Little Mondeaux Limousin Corporation, a Nevada corporation.



Jolie McDuffee
Notary Public

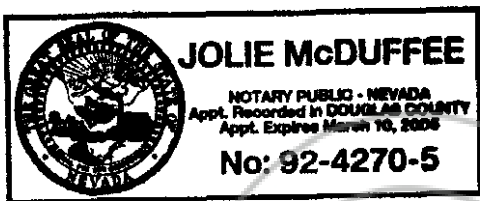
Owners:

[Signature]
Howard S. Charney, Trustee of the Charney 1996 Trust

[Signature]
Alida C. S. Charney, Trustee of the Charney 1996 Trust

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

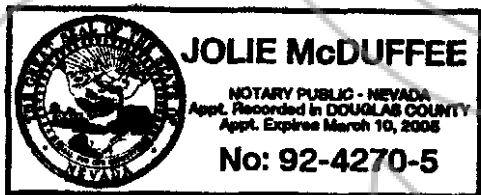
This instrument was acknowledged before me on September 8 2003, by Howard S. Charney, as Trustee of the Charney 1996 Trust.



[Signature]
Notary Public

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on September 8 2003, by Alida C.S. Charney, as Trustee of the Charney 1996 Trust.



[Signature]
Notary Public

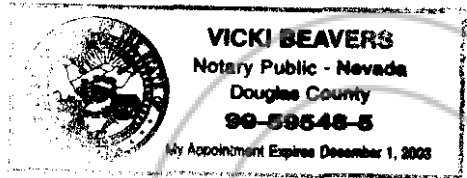
Owners (continued):

~~Jay Dacre Marriage, Trustee of The Jay Dacre
Marriage Revocable Trust Agreement dated
August 16, 2002~~

STATE OF NEVADA)
) ss.
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on 7/5/03, 2003, by Jay Dacre Marriage as Trustee of The Jay Dacre Marriage Revocable Trust Agreement dated August 16, 2002.

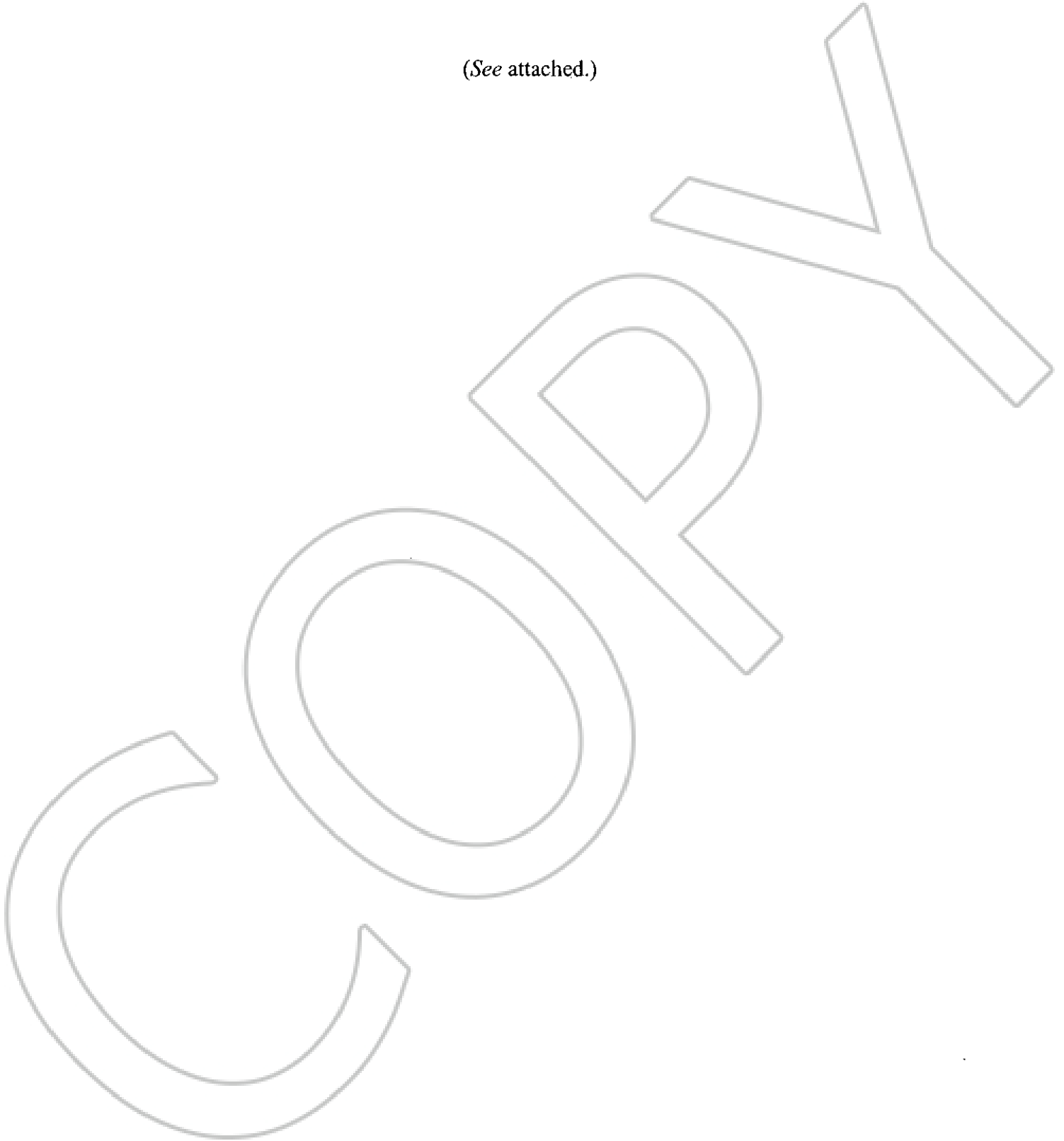
Vicki Beavers
Notary Public



0615451
BK0604PG03637

Exhibit "A"
Description of the Property

(See attached.)



212-47-99
02/07/02

**DESCRIPTION
PARCEL 1A**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Sections 2 and 3, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 1A as shown on that certain Map of Division Into Large Parcels LDA #99-040 for Little Mondeaux Limousin Corporation recorded September 8, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 499064, containing 40.00 acres, more or less.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



EXHIBIT A

0615451

BK 0604 PG 03639

212-47-99
02/07/02

**DESCRIPTION
PARCEL 1B**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Sections 2 and 3, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 1B as shown on that certain Map of Division Into Large Parcels LDA #99-040 for Little Mondeaux Limousin Corporation recorded September 8, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 499064, containing 40.00 acres, more or less.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

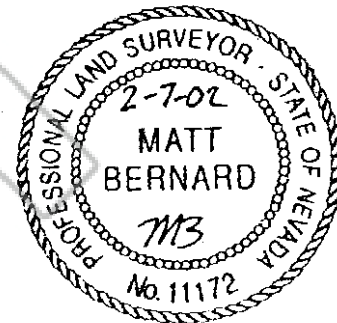


EXHIBIT A

0615451
BK0604PG03640

212-47-99
02/07/02

**DESCRIPTION
PARCEL 1C**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Sections 2 and 3, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 1C as shown on that certain Map of Division Into Large Parcels LDA #99-040 for Little Mondeaux Limousin Corporation recorded September 8, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 499064, containing 40.00 acres, more or less.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

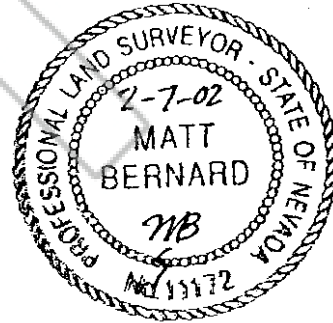


EXHIBIT A

0615451
BK0604PG03641

212-47-99
02/07/02

**DESCRIPTION
PARCEL 1D**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Sections 2, 3 and 10, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Parcel 1D as shown on that certain Map of Division Into Large Parcels LDA #99-040 for Little Mondeaux Limousin Corporation recorded September 8, 2000 in the office of Recorder, Douglas County, Nevada as Document No. 499064, containing 42.82 acres, more or less.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423



EXHIBIT A

0615451

BK0604PG03642

212-45-98
03/31/99

DESCRIPTION
Adjusted Parcel 2
(A.P.N. 15-120-15)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 2, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the south one-quarter corner of Section 2, T.13N., R.19E., M.D.M., a found 5/8" rebar and cap, PLS 3090, as shown on the Record of Survey To Support A Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership recorded December 31, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 403935, the POINT OF BEGINNING;

thence along the south line of said Section 2, South 89°54'09" West, 423.25 feet;

thence North 00°24'23" West, 2645.60 feet;

thence South 89°59'42" East, 423.25 feet to a point on the north-south center section line of said Section 2;

thence North 89°51'12" East, 519.25 feet to a 5/8" rebar with plastic cap, PLS 6899, the northwest corner of Adjusted Parcel 1 as shown on the Record of Survey To Support A Boundary Line Adjustment for Frank Settlemeyer and Sons, Inc. and The Pivot Limited Partnership recorded August 18, 1994 in the office of Recorder, Douglas County, Nevada as Document No. 344297;

thence along the westerly line of said Adjusted Parcel 1 per Settlemeyer map, South 00°08'48" East, 1266.25 feet to a 5/8" rebar with plastic cap, PLS 6899;

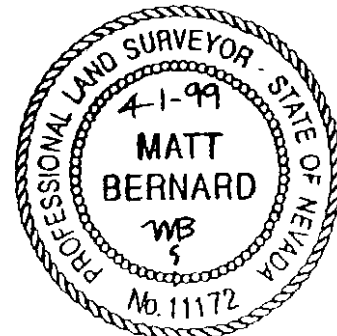
thence along the northerly line of said Adjusted Parcel 1 per Settlemeyer map, West, 513.52 feet to a 5/8" rebar with plastic cap, PLS 6899, a northwesterly corner of said Adjusted Parcel 1 per Settlemeyer map, also being a point on said north-south center section line of Section 2;

thence along said north-south center section line of Section 2, South 00°24'23" East, 1379.89 feet to the POINT OF BEGINNING, containing 40.70 acres, more or less.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



0615451

EXHIBIT A

BK0604PG03643

212-29-96
12/17/96

DESCRIPTION
PARCEL 3
(Adjusted APN 17-150-03)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within the Northwest one-quarter (NW $\frac{1}{4}$) of Section 1 and a portion of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 2, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northwest corner of Section 1, T.13N., R.19E., M.D.M., a found 1985 BLM aluminum cap, the POINT OF BEGINNING;

thence along the north line of said Section 1 North 89°41'33" East, 2650.33 feet to the north one-quarter corner of said Section 1, a found 1985 BLM aluminum cap;

thence South 00°26'16" West, 2681.30 feet to a found 5/8" rebar and tag, PLS 6497, the southwest corner of Lot 4 as shown on the Map of Division Into Large Parcels for Galeppi Land and Livestock recorded June 2, 1995 in the office of Recorder, Douglas County, Nevada as Document No. 363315;

thence South 89°47'06" West, 1308.95 feet to a found 5/8" rebar and tag, PLS 6497, the northwest corner of Lot 10 per said Galeppi map;

thence South 89°51'12" West, 3434.25 feet to a found 5/8" rebar with plastic cap, PLS 6899, the northwest corner of Adjusted Parcel 1 as shown on the Record of Survey to Support a Boundary Line Adjustment for Frank Settelmeyer and Sons, Inc. and The Pivot Limited Partnership recorded August 18, 1994 in the office of Recorder, Douglas County, Nevada as Document No. 344297;

thence continuing South 89°51'12" West, 519.25 feet to a point on the center section line of said Section 2;

thence along said center section line of Section 2 North 00°25'38" West, 2266.12 feet to a found 5/8" rebar with cap, PLS 6200;

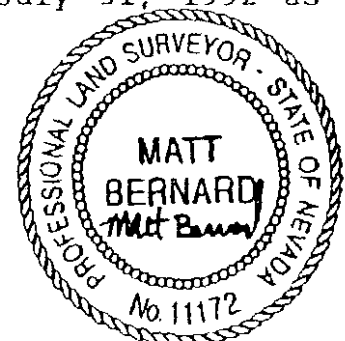
thence South 63°56'04" East, 1448.93 feet;

thence North 89°53'17" East, 1350.00 feet;

thence North 00°06'43" West, 1050.00 feet to the POINT OF BEGINNING, containing 270.34 acres, more or less.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R. O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



12-17-96

0615451

EXHIBIT A

BK0604 PG03644

DESCRIPTION
PARCEL 4
(Adjusted APN 15-120-07)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of the Northwest one-quarter (NW¼) and the Northeast one-quarter (NE¼) of Section 2, Township 13 North, Range 19 East, Mount Diablo Meridian and portions of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 2, T.13N., R.19.E., M.D.M., a found 1985 BLM aluminum cap, the POINT OF BEGINNING;

thence South 00°06'43" East, 1050.00 feet;

thence South 89°53'17" West, 1350.00 feet;

thence North 63°56'04" West, 1448.93 feet to a found 5/8" rebar with cap PLS 6200, a point on the center section line of said Section 2;

thence along the southerly line of Parcel 7 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833 North 70°29'47" West, 486.52 feet;

thence North 14°52'52" East, 310.11 feet;

thence North 12°23'44" West, 274.75 feet;

thence North 13°30'33" East, 254.31 feet;

thence North 33°57'58" East, 343.37 feet;

thence North 17°22'48" East, 83.51 feet;

thence North 20°12'22" West, 282.64 feet;

thence North 16°05'16" East, 357.65 feet;

thence North 01°15'59" West, 280.39 feet;

thence North 21°08'15" East, 593.27 feet;

thence North 71°17'46" East, 398.82 feet;

thence North 53°00'42" East, 143.77 feet;

thence North 27°39'38" East, 371.06 feet;

thence North 65°30'38" East, 387.45 feet;

thence South 79°07'42" East, 1052.91 feet;

thence South 70°11'02" East, 251.50 feet;

thence South 87°06'54" East, 319.70 feet to a point on the east line of the Northeast quarter of said Section 35;

thence along said east line of the Northeast quarter of Section 35 South 00°10'00" West, 112.95 feet to the east one-quarter corner of said Section 35, a found 1985 BLM aluminum cap;

thence along the east line of the Southeast quarter of said Section 35 South 00°06'28" West, 2659.58 feet to the POINT OF BEGINNING, containing 241.60 acres, more or less.

Excepting therefrom portions thereof lying between the ordinary high water mark of the Carson River.

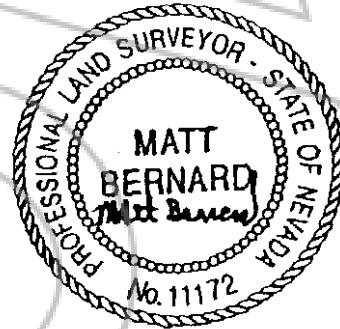
EXHIBIT A

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BK0604PG03645

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



12-17-96

EXHIBIT A

0615451

BK0604PG03646

DESCRIPTION
PARCEL 5
(Adjusted APN 15-120-01)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southeast corner of Section 35, T.14N., R.19E., M.D.M., a found 1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of said Section 35 North 00°06'28" East, 2659.58 feet to the east one-quarter corner of said Section 35, a found 1985 BLM aluminum cap;

thence along the east line of the Northeast one-quarter of said Section 35 North 00°10'00" East, 112.95 feet to the POINT OF BEGINNING;

thence North 87°06'54" West, 319.70 feet;

thence North 70°11'02" West, 251.50 feet;

thence North 79°07'42" West, 1052.91 feet;

thence South 65°30'38" West, 387.45 feet;

thence South 27°39'38" West, 371.06 feet;

thence South 53°00'42" West, 143.77 feet;

thence South 71°17'46" West, 206.62 feet;

thence North 36°02'53" West, 1157.71 feet;

thence North 39°39'37" East, 121.56 feet;

thence North 03°32'22" East, 91.99 feet;

thence North 17°47'25" West, 204.55 feet;

thence North 28°54'53" West, 128.44 feet;

thence North 39°33'34" West, 187.39 feet;

thence North 03°01'56" East, 114.77 feet;

thence North 74°52'43" East, 89.89 feet;

thence South 56°48'49" East, 71.46 feet;

thence South 46°16'51" East, 163.57 feet;

thence South 56°01'06" East, 211.70 feet;

thence North 79°54'03" East, 670.24 feet;

thence North 23°54'26" East, 218.16 feet;

thence South 74°18'31" East, 84.29 feet;

thence South 33°10'17" East, 115.14 feet;

thence North 87°24'52" East, 76.33 feet;

thence North 42°26'18" East, 104.56 feet;

thence North 13°17'26" East, 156.00 feet;

thence North 11°11'08" West, 168.69 feet;

thence North 58°28'19" East, 116.93 feet;

thence South 40°34'48" East, 282.18 feet;

thence North 63°55'06" East, 227.18 feet;

thence South 78°08'19" East, 248.81 feet;

thence North 72°04'23" East, 399.32 feet;

thence South 87°57'01" East, 193.22 feet;

thence North 47°39'02" East, 185.21 feet;

thence North 42°18'15" East, 267.45 feet;

thence North 50°08'02" East, 213.79 feet to a point on said east line of the Northeast one-quarter of Section 35;

thence along said east line of the Northeast one-quarter of Section 35 South 00°10'00" West, 2165.47 feet to the POINT OF BEGINNING, containing 101.22 acres, more or less.

EXHIBIT A

0615451

BK0604PG03647

Excepting therefrom portions thereof lying between the ordinary high water mark of the Carson River.

Together with that certain non-exclusive private access easement as described below:

**DESCRIPTION
EASEMENT #4
50' Wide Non-Exclusive Private
Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

thence South 69°32'35" East, 645.87 feet;

thence South 45°22'30" East, 538.44 feet;

thence South 33°32'36" East, 651.56 feet;

thence South 48°38'31" East, 411.00 feet;

thence South 24°30'27" East, 181.95 feet;

thence South 44°27'16" West, 307.50 feet;

thence South 00°39'05" West, 154.48 feet;

thence South 30°05'03" East, 737.69 feet to the terminus of this

description.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423

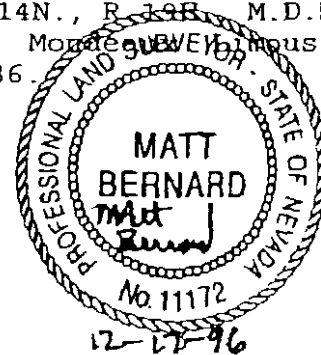


EXHIBIT A

0615451

BK0604PG03648

DESCRIPTION
PARCEL 6
(Adjusted APN 15-120-03)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, T.14N., R.19.E., M.D.M.;

thence along said easterly line of Jacks Valley Road North 21°17'11" East, 1254.61 feet;

thence South 60°03'10" East, 2370.94 feet to the POINT OF BEGINNING;
thence South 68°18'51" East, 274.96 feet;
thence South 28°39'55" East, 232.40 feet;
thence North 73°56'42" East, 332.30 feet;
thence North 14°30'09" East, 201.58 feet;
thence North 08°30'15" East, 223.20 feet;
thence North 13°05'38" West, 325.56 feet;
thence North 50°26'46" West, 238.84 feet;
thence North 09°30'14" East, 544.87 feet;
thence North 38°33'50" East, 410.15 feet;
thence South 51°56'54" East, 358.83 feet;
thence South 74°52'43" West, 89.89 feet;
thence South 03°01'56" West, 114.77 feet;
thence South 39°33'34" East, 187.39 feet;
thence South 28°54'53" East, 128.44 feet;
thence South 17°47'25" East, 204.55 feet;
thence South 03°32'22" West, 91.99 feet;
thence South 39°39'37" West, 121.56 feet;
thence South 36°02'53" East, 1157.71 feet;
thence South 71°17'46" West, 192.20 feet;
thence South 21°08'15" West, 593.27 feet;
thence South 01°15'59" East, 280.39 feet;
thence South 16°05'16" West, 357.65 feet;
thence South 20°12'22" East, 282.64 feet;
thence South 17°22'48" West, 83.51 feet;
thence North 78°25'45" West, 1738.02 feet;
thence North 21°58'11" West, 166.22 feet;
thence North 39°59'51" West, 496.25 feet;
thence North 50°40'57" West, 334.18 feet;
thence North 18°41'54" East, 141.75 feet;
thence North 45°28'45" East, 144.24 feet;
thence North 63°40'03" East, 374.58 feet;
thence South 88°45'14" East, 299.40 feet;
thence North 24°52'44" East, 146.75 feet;
thence North 12°37'55" West, 202.04 feet;
thence North 50°39'04" West, 157.89 feet;
thence North 33°50'27" West, 123.22 feet;
thence North 89°06'03" East, 122.75 feet;

EXHIBIT A

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thence South 74°32'36" East, 141.63 feet to the POINT OF BEGINNING, containing 100.04 acres, more or less.

Excepting therefrom portions thereof lying between the ordinary high water mark of the Carson River.

Subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 6:

**DESCRIPTION
EASEMENT #3
50' Wide Non-Exclusive Private
Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for the Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

thence South 69°32'35" East, 645.87 feet;

thence South 45°22'30" East, 538.44 feet;

thence South 33°32'36" East, 651.56 feet;

thence South 48°38'31" East, 411.00 feet;

thence South 24°30'27" West, 181.95 feet;

thence South 44°27'16" West, 169.89 feet;

thence South 75°08'00" East, 662.33 feet;

thence North 85°16'59" East, 346.54 feet;

thence North 61°34'17" East, 459.01 feet;

thence North 34°22'26" East, 306.36 feet;

thence South 79°02'24" East, 532.81 feet;

thence North 86°15'01" East, 745.21 feet;

thence North 43°11'41" East, 321.95 feet;

thence North 54°28'57" East, 341.00 feet;

thence North 00°10'00" East, 335.73 feet;

thence South 89°50'00" East, 43.66 feet to the terminus of this description.

EXHIBIT A

0615451

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And subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 6:

**DESCRIPTION
EASEMENT #4
50' Wide Non-Exclusive Private
Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

thence South 69°32'35" East, 645.87 feet;

thence South 45°22'30" East, 538.44 feet;

thence South 33°32'36" East, 651.56 feet;

thence South 48°38'31" East, 411.00 feet;

thence South 24°30'27" East, 181.95 feet;

thence South 44°27'16" West, 307.50 feet;

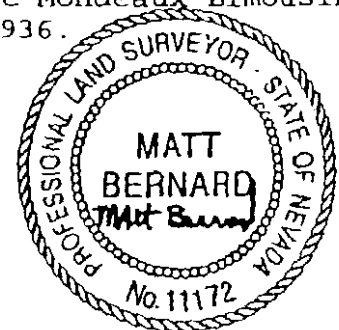
thence South 00°39'05" West, 154.48 feet;

thence South 30°05'03" East, 737.69 feet to the terminus of this

description.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



12-17-96

EXHIBIT A

0615451

BK0604 PG03651

DESCRIPTION
PARCEL 7
(Adjusted APN 15-130-04)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the Northwest one-quarter (NW¼) of Section 2, Township 13 North, Range 19 East, Mount Diablo Meridian and portions of Section 34 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, T.14N., R.19.E., M.D.M., the POINT OF BEGINNING;

thence along said easterly line of Jacks Valley Road North 21°17'11" East, 1254.61 feet;

thence South 60°03'10" East, 2370.94 feet;

thence North 74°32'36" West, 141.63 feet;

thence South 89°06'03" West, 122.75 feet;

thence South 33°50'27" East, 123.22 feet;

thence South 50°39'04" East, 157.89 feet;

thence South 12°37'55" East, 202.04 feet;

thence South 24°52'44" West, 146.75 feet;

thence North 88°45'14" West, 299.40 feet;

thence South 63°40'03" West, 374.58 feet;

thence South 45°28'45" West, 144.24 feet;

thence South 18°41'54" West, 141.75 feet;

thence South 50°40'57" East, 334.18 feet;

thence South 39°59'51" East, 496.25 feet;

thence South 21°58'11" East, 166.22 feet;

thence South 78°25'45" East, 1738.02 feet;

thence South 33°57'58" West, 343.37 feet;

thence South 13°30'33" West, 254.31 feet;

thence South 12°23'44" East, 274.75 feet;

thence South 14°52'52" West, 310.11 feet to a point on the southerly

line of Parcel 8 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833;

thence along the southerly line of Parcel 8 and 9 per said Map, Document No. 315833 North 70°29'47" West, 2709.03 feet to the southeast corner of said Parcel 2 per said Map, Document No. 284936;

thence North 04°19'47" East, 1392.62 feet to a found nail and tag in a fence post, RLS 3579;

thence North 77°44'04" West, 900.79 feet to a found 5/8" rebar and aluminum cap, RLS 3579;

thence North 08°38'30" East, 358.48 feet to a found 5/8" rebar, no tag;

thence North 58°57'49" West, 508.99 feet to the POINT OF BEGINNING, containing 135.89 acres, more or less.

EXHIBIT A

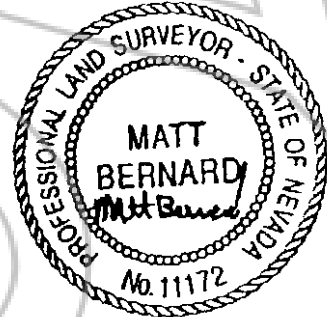
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Excepting therefrom portions thereof lying between the ordinary high water mark of the Carson River.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
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12-17-96

EXHIBIT A

0615451

BK0604PG03653

DESCRIPTION
PARCEL 8
(Adjusted APN 15-130-07)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Sections 26, 34 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, T.14N., R.19.E., M.D.M.;

thence along said easterly line of Jacks Valley Road North 21°17'11" East, 1254.61 feet to the POINT OF BEGINNING;

thence continuing along said easterly line of Jacks Road North 21°17'11" East, 1082.01 feet;

thence South 54°39'00" East, 1077.24 feet;

thence North 54°46'21" East, 1516.02 feet;

thence South 33°32'36" East, 484.68 feet;

thence South 48°38'31" East, 604.15 feet;

thence South 44°27'16" West, 285.33 feet;

thence North 51°56'54" West, 151.56 feet;

thence South 38°33'50" West, 410.15 feet;

thence South 09°30'14" West, 544.87 feet;

thence South 50°26'46" East, 238.84 feet;

thence South 13°05'38" East, 325.56 feet;

thence South 08°30'15" West, 223.20 feet;

thence South 14°30'09" West, 201.58 feet;

thence South 73°56'42" West, 332.30 feet;

thence North 28°39'55" West, 232.40 feet;

thence North 68°18'51" West, 274.96 feet;

thence North 60°03'10" West, 2370.94 feet to the POINT OF BEGINNING, containing 100.00 acres, more or less.

Subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 8:

DESCRIPTION
EASEMENT #3
50' Wide Non-Exclusive Private
Access Easement

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

EXHIBIT A

0615451

BK0604PG03654

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for the Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

thence South 69°32'35" East, 645.87 feet;

thence South 45°22'30" East, 538.44 feet;

thence South 33°32'36" East, 651.56 feet;

thence South 48°38'31" East, 411.00 feet;

thence South 24°30'27" West, 181.95 feet;

thence South 44°27'16" West, 169.89 feet;

thence South 75°08'00" East, 662.33 feet;

thence North 85°16'59" East, 346.54 feet;

thence North 61°34'17" East, 459.01 feet;

thence North 34°22'26" East, 306.36 feet;

thence South 79°02'24" East, 532.81 feet;

thence North 86°15'01" East, 745.21 feet;

thence North 43°11'41" East, 321.95 feet;

thence North 54°28'57" East, 341.00 feet;

thence North 00°10'00" East, 335.73 feet;

thence South 89°50'00" East, 43.66 feet to the terminus of this

description.

And subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 8:

**DESCRIPTION
EASEMENT #4**

**50' Wide Non-Exclusive Private
Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

EXHIBIT A

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Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

thence South 69°32'35" East, 645.87 feet;

thence South 45°22'30" East, 538.44 feet;

thence South 33°32'36" East, 651.56 feet;

thence South 48°38'31" East, 411.00 feet;

thence South 24°30'27" East, 181.95 feet;

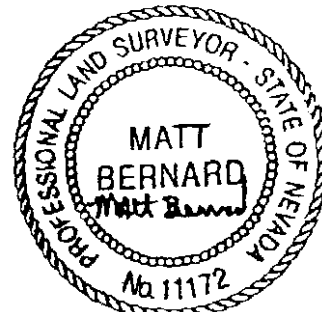
thence South 44°27'16" West, 307.50 feet;

thence South 00°39'05" West, 154.48 feet;

thence South 30°05'03" East, 737.69 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
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Minden, Nevada 89423



12-17-96

EXHIBIT A

0615451

BK 0604 PG 03656

DESCRIPTION
PARCEL 9
(Adjusted APN 15-120-02)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of the Southwest one-quarter of the Southwest one-quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 25, and portions of Sections 26 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 35, T.14N., R.19.E., M.D.M., a found 1996 BLM brass cap, the POINT OF BEGINNING;

thence along the east line of the Northeast one-quarter of said Section 35 South 00°10'00" West, 380.23 feet;
thence South 50°08'02" West, 213.79 feet;
thence South 42°18'15" West, 267.45 feet;
thence South 47°39'02" West, 185.21 feet;
thence North 87°57'01" West, 193.22 feet;
thence South 72°04'23" West, 399.32 feet;
thence North 78°08'19" West, 248.81 feet;
thence South 63°55'06" West, 227.18 feet;
thence North 40°34'48" West, 282.18 feet;
thence South 58°28'19" West, 116.93 feet;
thence South 11°11'08" East, 168.69 feet;
thence South 13°17'26" West, 156.00 feet;
thence South 42°26'18" West, 104.56 feet;
thence South 87°24'52" West, 76.33 feet;
thence North 33°10'17" West, 115.14 feet;
thence North 74°18'31" West, 84.29 feet;
thence South 23°54'26" West, 218.16 feet;
thence South 79°54'03" West, 670.24 feet;
thence North 56°01'06" West, 211.70 feet;
thence North 46°16'51" West, 163.57 feet;
thence North 56°48'49" West, 71.46 feet;
thence North 51°56'54" West, 207.27 feet;
thence North 44°27'16" East, 1014.59 feet;
thence North 26°33'13" East, 1289.79 feet;
thence South 54°35'15" East, 327.07 feet;
thence South 36°40'03" East, 168.67 feet;
thence South 62°05'11" East, 178.10 feet;
thence South 82°50'01" East, 252.21 feet;
thence South 35°08'43" East, 155.84 feet;
thence South 65°27'12" East, 200.70 feet;
thence North 00°28'11" East, 383.87 feet;
thence North 31°09'33" East, 167.29 feet;
thence North 85°25'01" East, 120.70 feet;
thence South 67°19'40" East, 236.79 feet;
thence North 70°40'21" East, 98.49 feet;
thence North 23°01'37" East, 184.15 feet;
thence North 39°58'47" East, 179.06 feet;
thence South 86°24'42" East, 186.67 feet;
thence North 42°19'04" East, 132.88 feet;

EXHIBIT A

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thence North 00°34'45" West, 223.85 feet;
thence North 25°00'39" West, 126.27 feet;
thence North 50°51'21" West, 180.09 feet;
thence North 11°35'49" East, 109.46 feet;
thence North 78°14'21" East, 195.57 feet to a point on the westerly line of the Northwest one-quarter of the Southwest one-quarter of said Section 25;

thence along said westerly line of the Northwest one-quarter of the Southwest one-quarter of Section 25 South 00°17'12" East, 326.93 feet to the south 1/16 corner common to Sections 25 and 26, a found 1985 BLM aluminum cap;

thence along the north line of the Southwest one-quarter of the Southwest one-quarter of said Section 25 North 89°43'50" East, 723.81 feet;

thence South 10°29'11" West, 315.19 feet;

thence South 26°03'46" West, 447.18 feet;

thence South 37°03'04" West, 769.02 feet to the POINT OF BEGINNING, containing 116.56 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

**DESCRIPTION
EASEMENT #3**

**50' Wide Non-Exclusive Private
Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for the Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

EXHIBIT A

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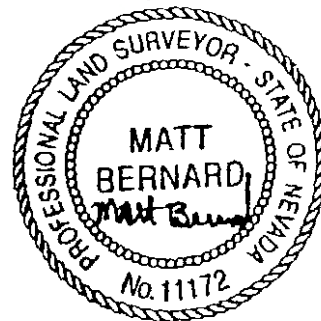
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thence South 69°32'35" East, 645.87 feet;
thence South 45°22'30" East, 538.44 feet;
thence South 33°32'36" East, 651.56 feet;
thence South 48°38'31" East, 411.00 feet;
thence South 24°30'27" West, 181.95 feet;
thence South 44°27'16" West, 169.89 feet;
thence South 75°08'00" East, 662.33 feet;
thence North 85°16'59" East, 346.54 feet;
thence North 61°34'17" East, 459.01 feet;
thence North 34°22'26" East, 306.36 feet;
thence South 79°02'24" East, 532.81 feet;
thence North 86°15'01" East, 745.21 feet;
thence North 43°11'41" East, 321.95 feet;
thence North 54°28'57" East, 341.00 feet;
thence North 00°10'00" East, 335.73 feet;
thence South 89°50'00" East, 43.66 feet to the terminus of
this description.

Subject to that portion of said easement as described above that
affects a portion of said Parcel 9.

The Basis of Bearing of this description is North 89°23'01" East,
the north line of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 26,
T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for
Little Mondeaux Limousin Corporation recorded July 31, 1992 as
Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2294
Minden, Nevada 89423



12-17-96

EXHIBIT A

0615451

BK 0604 PG 03659

**DESCRIPTION
ADJUSTED PARCEL 10
(Adjusted APN 1419-26-002-003)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Section 26 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 26, T.14N., R.19E., M.D.M., a found 1985 BLM aluminum cap;

thence along the east line of the Northeast one-quarter of said Section 26, South 00°04'53" East, 1364.24 feet to the POINT OF BEGINNING;

thence continuing along said east line of the Northeast one-quarter of Section 26, South 00°04'53" East, 1285.34 feet to the east one-quarter corner of said Section 26, a found 1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of said Section 26, South 00°17'12" East, 995.07 feet;

thence South 78°14'21" West, 195.57 feet;
thence South 11°35'49" West, 109.46 feet;
thence South 50°51'21" East, 180.09 feet;
thence South 25°00'39" East, 126.27 feet;
thence South 00°34'45" East, 223.85 feet;
thence South 42°19'04" West, 132.88 feet;
thence North 86°24'42" West, 186.67 feet;
thence South 39°58'47" West, 179.06 feet;
thence South 23°01'37" West, 184.15 feet;
thence South 70°40'21" West, 98.49 feet;
thence North 67°19'40" West, 236.79 feet;
thence South 85°25'01" West, 120.70 feet;
thence South 31°09'33" West, 167.29 feet;
thence South 00°28'11" West, 383.87 feet;
thence North 65°27'12" West, 200.70 feet;
thence North 35°08'43" West, 155.84 feet;
thence North 82°50'01" West, 252.21 feet;
thence North 62°05'11" West, 178.10 feet;
thence North 36°40'03" West, 168.67 feet;
thence North 54°35'15" West, 327.07 feet;
thence South 26°33'13" West, 1289.79 feet;
thence South 44°27'16" West, 729.26 feet;
thence North 48°38'31" West, 374.52 feet;

EXHIBIT A

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thence North 56°53'34" East, 245.97 feet;
 thence North 31°14'30" East, 247.40 feet;
 thence North 49°36'30" East, 204.88 feet;
 thence North 08°54'41" East, 160.62 feet;
 thence North 25°50'26" East, 167.39 feet;
 thence North 35°43'23" East, 376.02 feet;
 thence North 41°10'42" East, 338.61 feet;
 thence North 51°53'41" East, 482.90 feet;
 thence North 38°34'43" East, 626.26 feet;
 thence North 45°22'49" East, 706.31 feet;
 thence North 35°39'20" East, 505.84 feet;
 thence North 15°07'40" East, 675.92 feet;
 thence North 29°10'40" East, 414.00 feet;
 thence North 38°11'59" East, 424.00 feet;
 thence North 51°26'53" East, 219.93 feet to the POINT OF BEGINNING, containing
 97.36 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

**DESCRIPTION
 EASEMENT #5 (Prior #3)
 50' Wide Non-Exclusive Private
 Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3824.96 feet to the POINT OF BEGINNING;

thence South 48°04'14" East, 137.81 feet;

thence South 67°56'54" East, 136.45 feet;

thence South 76°57'51" East, 115.98 feet;

thence South 43°47'31" East, 408.02 feet;

EXHIBIT A

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thence South 69°32'35" East, 488.75 feet;
thence South 45°22'30" East, 538.44 feet;
thence South 33°32'36" East, 651.56 feet;
thence South 48°38'31" East, 411.00 feet;
thence South 24°30'27" East, 181.95 feet;
thence South 44°27'16" West, 169.89 feet;
thence South 75°08'00" East, 662.33 feet;
thence North 85°16'59" East, 346.54 feet;
thence North 61°34'17" East, 459.01 feet;
thence North 34°22'26" East, 306.36 feet;
thence South 79°02'24" East, 532.81 feet;
thence North 86°15'01" East, 745.21 feet;
thence North 43°11'41" East, 321.95 feet;
thence North 54°28'57" East, 341.00 feet;
thence North 00°10'00" East, 335.73 feet;
thence South 89°50'00" East, 43.66 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

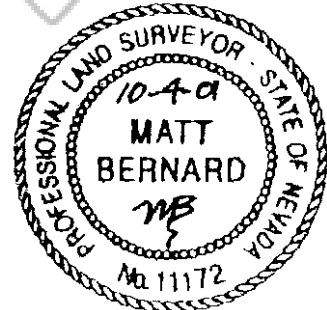


EXHIBIT A

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DESCRIPTION
PARCEL 11
(Adjusted APN 15-130-03)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within the Northwest one-quarter of the Southwest one-quarter (NW~~1~~/~~4~~SW~~1~~/~~4~~), the Southeast one-quarter of the Southwest one-quarter (SE~~1~~/~~4~~SW~~1~~/~~4~~), and a portion of the Southwest one-quarter of the Southwest one-quarter (SW~~1~~/~~4~~SW~~1~~/~~4~~) of Section 25, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southwest corner of Section 25, T.14N., R.19E., M.D.M., a found 1996 BLM brass cap, the POINT OF BEGINNING;

thence North 37°03'04" East, 769.02 feet;

thence North 26°03'46" East, 447.18 feet;

thence North 10°29'11" East, 315.19 feet to a point on the north line of the Southwest one-quarter of the Southwest one-quarter of said Section 25;

thence along said north line of the Southwest one-quarter of the Southwest one-quarter of Section 25 South 89°43'50" West, 723.81 feet to the south 1/16 corner common to Sections 25 and 26, a found 1985 BLM aluminum cap;

thence along the east line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 North 00°17'12" West, 1322.00 feet to the west one-quarter corner of said Section 25, a found 1985 BLM aluminum cap;

thence along the north line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 North 89°36'02" East, 1318.33 feet to the center-center-west 1/16 corner of said Section 25, a found 1985 BLM aluminum cap;

thence along the east line of the Northwest one-quarter of the Southwest one-quarter of said Section 25 South 00°09'45" East, 1325.00 feet to the southwest 1/16 corner of said Section 25 from which a found witness corner 1985 BLM aluminum cap bears South 03°49'51" East, 11.53 feet;

thence along the north line of the Southeast one-quarter of the Southwest one-quarter of said Section 25 North 89°43'50" East, 1315.46 feet to the center-center-south 1/16 corner, a found 1985 BLM aluminum cap;

thence along the east line of the Southeast one-quarter of the Southwest one-quarter South 00°02'21" East, 1328.13 feet to the south one-quarter corner of said Section 25, a found 1985 BLM aluminum cap;

thence along the south line of the Southwest one-quarter of said Section 25 South 89°52'02" West, 2625.19 feet to the POINT OF BEGINNING, containing 106.55 acres, more or less.

EXHIBIT A

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Together with that certain non-exclusive private access easement as described below:

**DESCRIPTION
EASEMENT #3
50' Wide Non-Exclusive Private
Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3479.89 feet to the centerline of a 50' private access easement as shown on the Map of Division Into Large Parcels for the Little Mondeaux Limousin Corporation recorded August 24, 1993 in the office of Recorder, Douglas County, Nevada as Document No. 315833, the POINT OF BEGINNING;

thence along the centerline of said 50' private access easement South 45°59'09" East, 227.79 feet;

thence South 45°41'53" East, 25.83 feet;

thence South 44°52'05" East, 166.12 feet;

thence South 62°25'46" East, 167.61 feet;

thence North 28°31'02" East, 323.27 feet;

thence South 69°32'35" East, 645.87 feet;

thence South 45°22'30" East, 538.44 feet;

thence South 33°32'36" East, 651.56 feet;

thence South 48°38'31" East, 411.00 feet;

thence South 24°30'27" West, 181.95 feet;

thence South 44°27'16" West, 169.89 feet;

thence South 75°08'00" East, 662.33 feet;

thence North 85°16'59" East, 346.54 feet;

thence North 61°34'17" East, 459.01 feet;

thence North 34°22'26" East, 306.36 feet;

thence South 79°02'24" East, 532.81 feet;

thence North 86°15'01" East, 745.21 feet;

thence North 43°11'41" East, 321.95 feet;

thence North 54°28'57" East, 341.00 feet;

thence North 00°10'00" East, 335.73 feet;

thence South 89°50'00" East, 43.66 feet to the terminus of

this description.

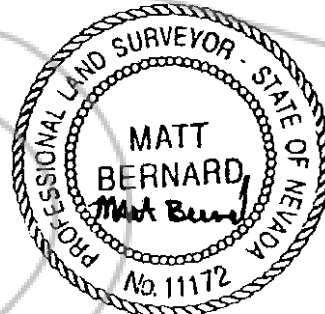
EXHIBIT A

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The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
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Minden, Nevada 89423



12-17-96

EXHIBIT A

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12/12/97

DESCRIPTION
ADJUSTED PARCEL 12
(Adjusted APN 15-140-11)

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Sections 26, 27, 34 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, T.14N., R.19E., M.D.M.;

thence along said easterly line of Jacks Valley Road North 21°17'11" East, 2336.62 feet to the southwesterly corner of Parcel 12 as shown on the Record of Survey To Support A Boundary Line Adjustment for Ronald L. Simek, Little Mondeaux Limousin Corporation and The Pivot Limited Partnership recorded December 31, 1996 in the office of Recorder, Douglas County, Nevada as Document No. 403935, the POINT OF BEGINNING;

thence continuing along said easterly line of Jacks Valley Road North 21°17'11" East, 1170.38 feet;

thence South 45°59'09" East, 257.68 feet;

thence South 43°54'17" East, 170.09 feet;

thence South 58°47'44" East, 370.94 feet;

thence South 19°31'16" West, 1134.61 feet;

thence North 54°39'00" West, 816.89 feet to the POINT OF BEGINNING, containing 20.00 acres, more or less.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
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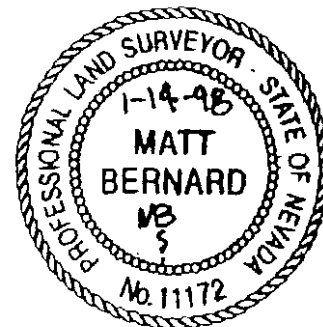


EXHIBIT A

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**DESCRIPTION
ADJUSTED PARCEL 15
(Adjusted APN 1419-26-002-002)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within portions of Section 26, 34 and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the southwest corner of Adjusted Parcel 15 as shown on the Record of Survey to Support a Boundary Line Adjustment for Little Mondeaux Limousin Corporation recorded February 25, 1998 in the office of Recorder, Douglas County, Nevada as Document No. 433368, said point bears South 03°38'15" West, 704.08 feet from the southwest corner of Section 26, T.14N., R.19E., M.D.M., the POINT OF BEGINNING;

thence North 19°31'16" East, 1134.61 feet;
thence North 76°39'18" East, 579.06 feet;
thence North 51°55'58" East, 1577.84 feet;
thence North 35°35'28" East, 339.97 feet;
thence North 65°39'24" West, 145.73 feet;
thence North 24°20'36" East, 162.52 feet;
thence South 65°39'24" East, 174.24 feet;
thence North 24°52'01" East, 88.41 feet;
thence South 60°18'22" East, 278.58 feet;
thence South 86°51'18" East, 91.14 feet;
thence North 27°58'46" East, 108.71 feet;
thence South 87°41'11" East, 198.16 feet;
thence South 80°26'16" East, 282.93 feet;
thence North 11°00'13" East, 220.05 feet;
thence North 59°20'58" East, 156.92 feet;
thence North 05°34'20" East, 82.39 feet;
thence North 11°02'27" West, 41.77 feet;
thence South 56°39'48" East, 597.96 feet;
thence South 45°22'49" West, 503.23 feet;
thence South 38°34'43" West, 626.26 feet;
thence South 51°53'41" West, 482.90 feet;
thence South 41°10'42" West, 338.61 feet;
thence South 35°43'23" West, 376.02 feet;
thence South 25°50'26" West, 167.39 feet;
thence South 08°54'41" West, 160.62 feet;
thence South 49°36'30" West, 204.88 feet;
thence South 31°14'30" West, 247.40 feet;
thence South 56°53'34" West, 245.97 feet;

EXHIBIT A

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thence North 48°38'31" West, 229.63 feet;
thence North 33°32'36" West, 484.68 feet;
thence South 54°46'21" West, 1516.02 feet;
thence North 54°39'00" West, 260.35 feet to the POINT OF BEGINNING, containing 96.85 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

**DESCRIPTION
EASEMENT #2
50' Wide Non-Exclusive Private Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada, as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the southwest corner of Section 26, T.14N., R.19E., M.D.M.;

thence along said easterly line of Jacks Valley Road North 21°17'11" East, 5624.78 feet to the POINT OF BEGINNING;

thence South 57°24'21" East, 901.15 feet;

thence along the arc of a curve to the right having a radius of 100.00 feet, central angle of 57°24'26", arc length of 100.19 feet, and chord bearing South 28°42'10" East;

thence South, 163.85 feet;

thence along the arc of a curve to the left having a radius of 100.00 feet, central angle of 59°14'14", arc length of 103.39 feet, and chord bearing South 29°37'07" East;

thence South 59°14'14" East, 87.62 feet;

thence South 57°20'21" East, 299.51 feet;

thence along the arc of a curve to the left having a radius of 95.00 feet, central angle of 98°13'48", arc length of 162.87 feet, and chord bearing North 73°32'45" East;

thence North 24°25'51" East, 166.00 feet;

thence along the arc of a curve to the right having a radius of 75.00 feet, central angle of 34°48'01", arc length of 45.55 feet, and chord bearing North 41°49'51" East;

thence North 59°13'52" East, 94.39 feet;

thence along the arc of a curve to the right having a radius of 75.00 feet, central

EXHIBIT A

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angle of 55°06'44", arc length of 72.14 feet, and chord bearing North 86°47'14"
East;
thence South 65°39'24" East, 403.40 feet;
thence North 24°52'01" East, 62.44 feet;
thence North 19°23'04" East, 165.42 feet;
thence North 03°46'32" West, 200.60 feet to the terminus of this description.

And together with that certain non-exclusive private access easement as described below.

**DESCRIPTION
EASEMENT #5 (Prior #3)
50' Wide Non-Exclusive Private
Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3824.96 feet to the POINT OF BEGINNING;

thence South 48°04'14" East, 137.81 feet;
thence South 67°56'54" East, 136.45 feet;
thence South 76°57'51" East, 115.98 feet;
thence South 43°47'31" East, 408.02 feet;
thence South 69°32'35" East, 488.75 feet;
thence South 45°22'30" East, 538.44 feet;
thence South 33°32'36" East, 651.56 feet;
thence South 48°38'31" East, 411.00 feet;
thence South 24°30'27" East, 181.95 feet;
thence South 44°27'16" West, 169.89 feet;
thence South 75°08'00" East, 662.33 feet;
thence North 85°16'59" East, 346.54 feet;
thence North 61°34'17" East, 459.01 feet;

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thence North 34°22'26" East, 306.36 feet;
thence South 79°02'24" East, 532.81 feet;
thence North 86°15'01" East, 745.21 feet;
thence North 43°11'41" East, 321.95 feet;
thence North 54°28'57" East, 341.00 feet;
thence North 00°10'00" East, 335.73 feet;
thence South 89°50'00" East, 43.66 feet to the terminus of this description.

Subject to that portion of said Easement #5 as described above that affects a portion of said Parcel 15.

And subject to a portion of that certain non-exclusive private access easement as described below that affects a portion of said Parcel 15:

**DESCRIPTION
EASEMENT #6 (Prior #4)
50' Wide Non-Exclusive Private
Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A fifty foot (50') wide easement for access purposes located within portions of Sections 26, 27, and 35, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a found 5/8" rebar, no tag, a point on the easterly line of Jacks Valley Road, the northwesterly corner of Parcel 2 as shown on the Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 in the office of Recorder, Douglas County, Nevada as Document No. 284936, said point bears South 32°55'56" West, 2868.09 feet from the northwest corner of Section 35, Township 14 North, Range 19 East, Mount Diablo Meridian;

thence along the easterly line of Jacks Valley Road North 21°17'11" East, 3824.96 feet to the POINT OF BEGINNING;

thence South 48°04'14" East, 137.81 feet;
thence South 67°56'54" East, 136.45 feet;
thence South 76°57'51" East, 115.98 feet;
thence South 43°47'31" East, 408.02 feet;
thence South 69°32'35" East, 488.75 feet;
thence South 45°22'30" East, 538.44 feet;
thence South 33°32'36" East, 651.56 feet;
thence South 48°38'31" East, 411.00 feet;

EXHIBIT A

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thence South 24°30'27" East, 181.95 feet;
thence South 44°27'16" West, 307.50 feet;
thence South 00°39'05" West, 154.48 feet;
thence South 30°05'03" East, 737.69 feet to the terminus of this description.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

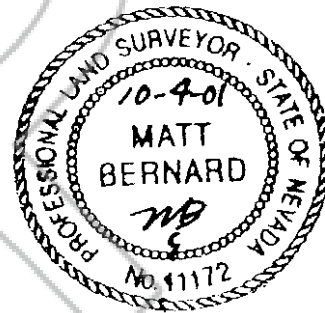


EXHIBIT A

0615451

BK0604PG03671

**DESCRIPTION
ADJUSTED PARCEL 18
(Adjusted APN 1419-26-001-007)**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A parcel of land located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the northeast corner of Section 26, T. 14N., R. 19E., M.D.M., a found 1985 BLM aluminum cap;

thence along the east line of the Northeast one-quarter of said Section 26, South 00°04'53" East, 269.72 feet to the POINT OF BEGINNING;

thence continuing along said east line of the Northeast one-quarter of Section 26, South 00°04'53" East, 1094.52 feet;

thence South 51°26'53" West, 219.93 feet;

thence South 38°11'59" West, 424.00 feet;

thence South 29°10'40" West, 414.00 feet;

thence South 15°07'40" West, 675.92 feet;

thence South 35°39'20" West, 505.84 feet;

thence South 45°22'49" West, 203.08 feet;

thence North 56°39'48" West, 912.76 feet;

thence North 68°08'34" West, 190.71 feet;

thence North 24°08'22" East, 295.87 feet;

thence North 54°27'44" East, 154.84 feet;

thence North 45°55'00" East, 176.80 feet;

thence North 35°25'53" East, 501.96 feet;

thence North 12°47'00" East, 122.02 feet;

thence North 01°32'53" West, 259.09 feet;

thence North 09°02'13" East, 358.27 feet;

thence North 57°07'56" East, 1724.65 feet to the POINT OF BEGINNING, containing 70.45 acres, more or less.

Together with that certain non-exclusive private access easement as described below:

**DESCRIPTION
EASEMENT #1
50' Wide Non-Exclusive Private Access Easement**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

EXHIBIT A

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212-46-99

09/25/01

2 of 2

Adjusted Parcel 18

A fifty foot (50') wide easement for access purposes located within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, the centerline of which is more particularly described as follows:

Commencing at a point on the easterly line of Jacks Valley Road also being a point on the north line of the Northwest one-quarter of Section 26, T.14N., R.19E., M.D.M., from which a found witness corner 1985 BLM aluminum cap bears North 16°32'56" West, 5.36 feet and from which the north one-quarter corner of said Section 26, a found 1985 BLM aluminum cap bears North 89°22'26" East, 1486.06 feet;

thence along said easterly line of Jacks Valley Road South 02°11'08" West, 25.03 feet to the POINT OF BEGINNING;

thence parallel to and offset 25.00 feet from said north line of the Northwest one-quarter of Section 26 North 89°22'26" East, 1487.29 feet;

thence parallel to and offset 25.00 feet from the north line of the Northeast one-quarter of said Section 26 North 89°23'01" East, 1443.75 feet;

thence North 89°22'26" East, 1487.29 feet;

thence North 89°23'01" East, 1443.75 feet;

thence South 00°47'05" East, 325.60 feet;

thence South 09°12'15" West, 223.50 feet;

thence South 20°35'43" West, 511.67 feet;

thence South 09°02'13" West, 372.38 feet;

thence South 72°38'46" West, 451.74 feet to the terminus of this description.

Subject to that portion of said easement as described above that affects a portion of said Parcel 18.

The Basis of Bearing of this description is North 89°23'01" East, the north line of the Northeast one-quarter (NE¼) of Section 26, T.14N., R.19E., M.D.M. per Map of Division Into Large Parcels for Little Mondeaux Limousin Corporation recorded July 31, 1992 as Document No. 284936.

Note: Refer this description to your title company before incorporating into any legal document.

Prepared By: R.O. ANDERSON ENGINEERING, INC.
P.O. Box 2229
Minden, Nevada 89423

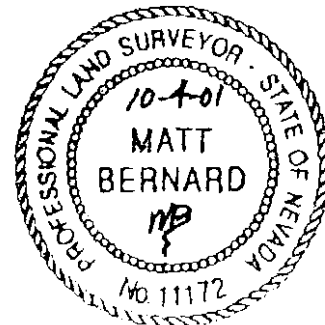


EXHIBIT A

0615451

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Exhibit "D"
Description of Water Rights and Irrigated Acreage

(See attached.)

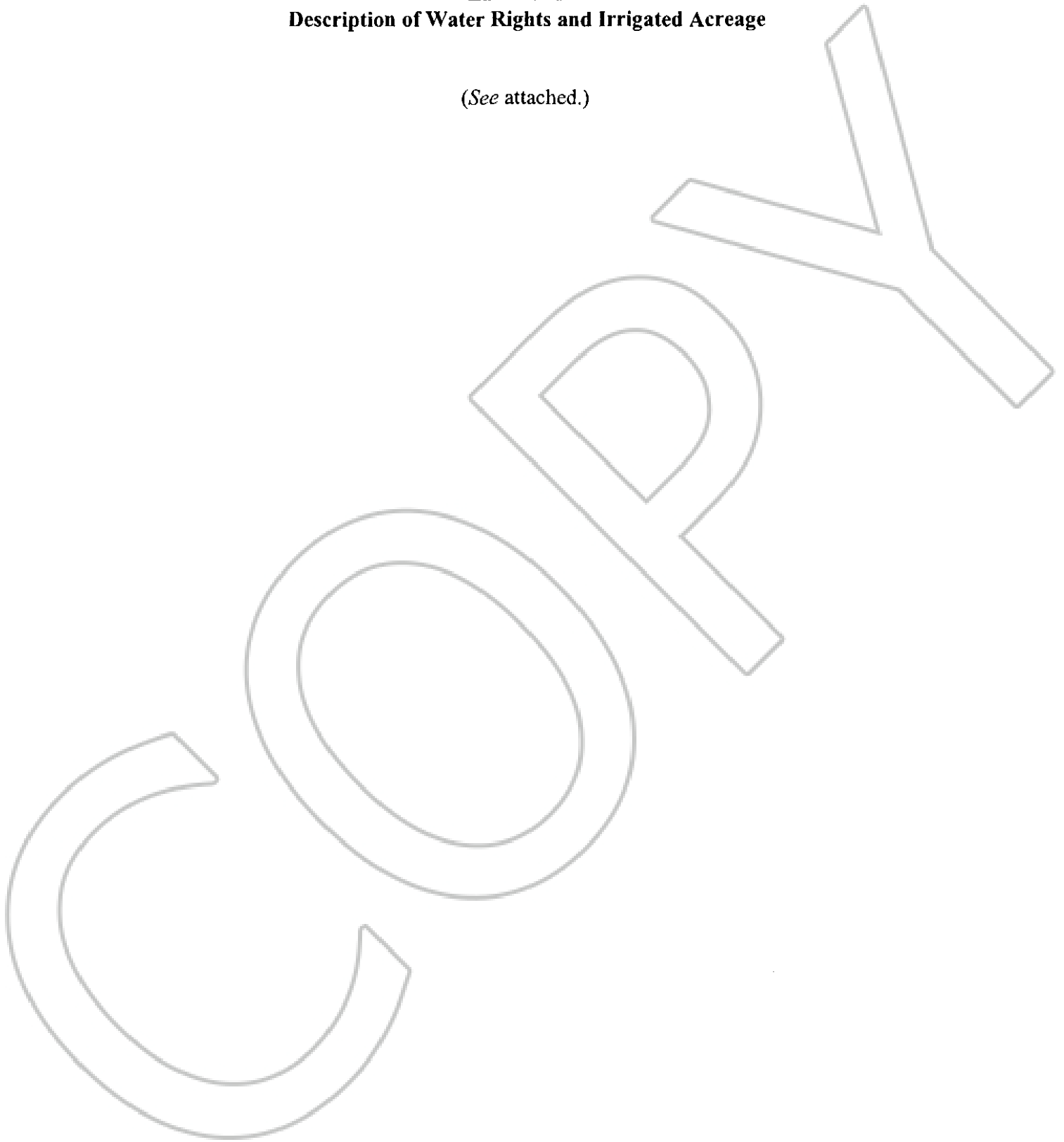


Exhibit D
Description of Water Rights and Irrigated Acreage
(By Parcel)

Permit	Owner	Plat	Reece	LML	Parkins	Wyman	Charney	Charney	LML	Charney	Charney	Marriage	LML	LML	LML	D'Ascoll	Total
	Parcel	1A	1B	1C	1D	2	3	4	5	6	7	8	9	10	11	12	
871	Total Irr Rights	0	1.22	3.98	0.55	0	0	0	0	0	0	0	0	0	0	0	5.66
876	Total Irr Rights	0	0	0	0	0	0	0	0	48.63	2.83	0	0	0	0	0	48.46
877	Total Irr Rights	0	0	0	0	0	0	0	0	0	27.8	0	0	0	0	0	27.8
878	Total Irr Rights	0	0	0	0	0	0	0	0	0	17.79	0	0	0	0	0	17.79
8771	Total Irr Rights	0	0	0	0	0	0	0	0	0	0	53.03	37.42	0	0	1.99	92.44
53441	Total Irr Rights	5.43	8.85	8.7	4.09	16.26	0	0	0	0	0	53.03	0	0	0	0	43.33
53442	Total Irr Rights	4.28	5.96	6.26	0.61	0	2.8	0	0	0	0	0	0	0	0	0	20
53443	Total Irr Rights	15.6	18.54	18.43	10.34	0	83.82	19.12	0	0	0	0	0	0	0	0	168.15
53444	Total Irr Rights	0	0	0	0	0	0	18.84	0	0	0	0	0	0	0	0	18.84
53445	Total Irr Rights	0	0	0	0	0	0	8.23	0	0	0	0	0	0	0	0	9.23
53446	Total Irr Rights	0	0	0	0	0	0	24.57	0	0	0	0	0	0	0	0	24.57
53447	Total Irr Rights	0	0	0	0	0	0	28.56	0	0	0	0	0	0	0	0	28.56
53448	Total Irr Rights	0	0	0	0	0	0	0	0	9.83	10.27	0	0	0	0	0	20.1
53449	Total Irr Rights	0	0	0	0	0	0	0	0	10.6	5.5	30.79	89.45	0	0	0	259.32
53450	Total Irr Rights	25.07	38.33	35.3	15.04	16.26	125.4	32.86	0	0	0	0	0	0	0	0	288.26
53451	Total Irr Rights	0	0	0	0	0	0	0	0	12.2	0	0	0	0	0	0	12.2
53452	Total Irr Rights	0	0	0	0	0	0	0	0	0	31.65	68.87	39.69	0	0	0	151.88
	Supplemental + Non-Supp. Irrigation	50.66	72.9	72.57	30.63	32.52	212.12	132.88	60.58	67.06	108.04	152.69	166.76	2	60.4	13.46	1236.39
	Less U/G Supplemental Rights	25.07	33.35	33.38	15.04	16.26	0	0	0	0	6.5	53.03	39.89	0	0	1.89	223.61
	Total Irr Acreage	25.61	39.55	39.19	15.99	16.26	212.12	132.88	60.58	67.06	102.54	99.86	126.87	2	60.4	11.47	1011.88

Note: Permit 8771 is fully supplemental to Permit 53452

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Exhibit "E"
Map to Support Water Right and Irrigation System Agreement
(Water Rights Summary)

See the map attached as Exhibit "E" to the First Amendment to Declaration of Covenants, Conditions and Restrictions for Little Mondeaux Meadows recorded on June 1, 1998 in the office of the County Recorder of Douglas County, Nevada in Book 0698 at page 0279 as document no. 0441033, official records.



Exhibit "F"
Summary of Irrigation Practices

(See attached.)

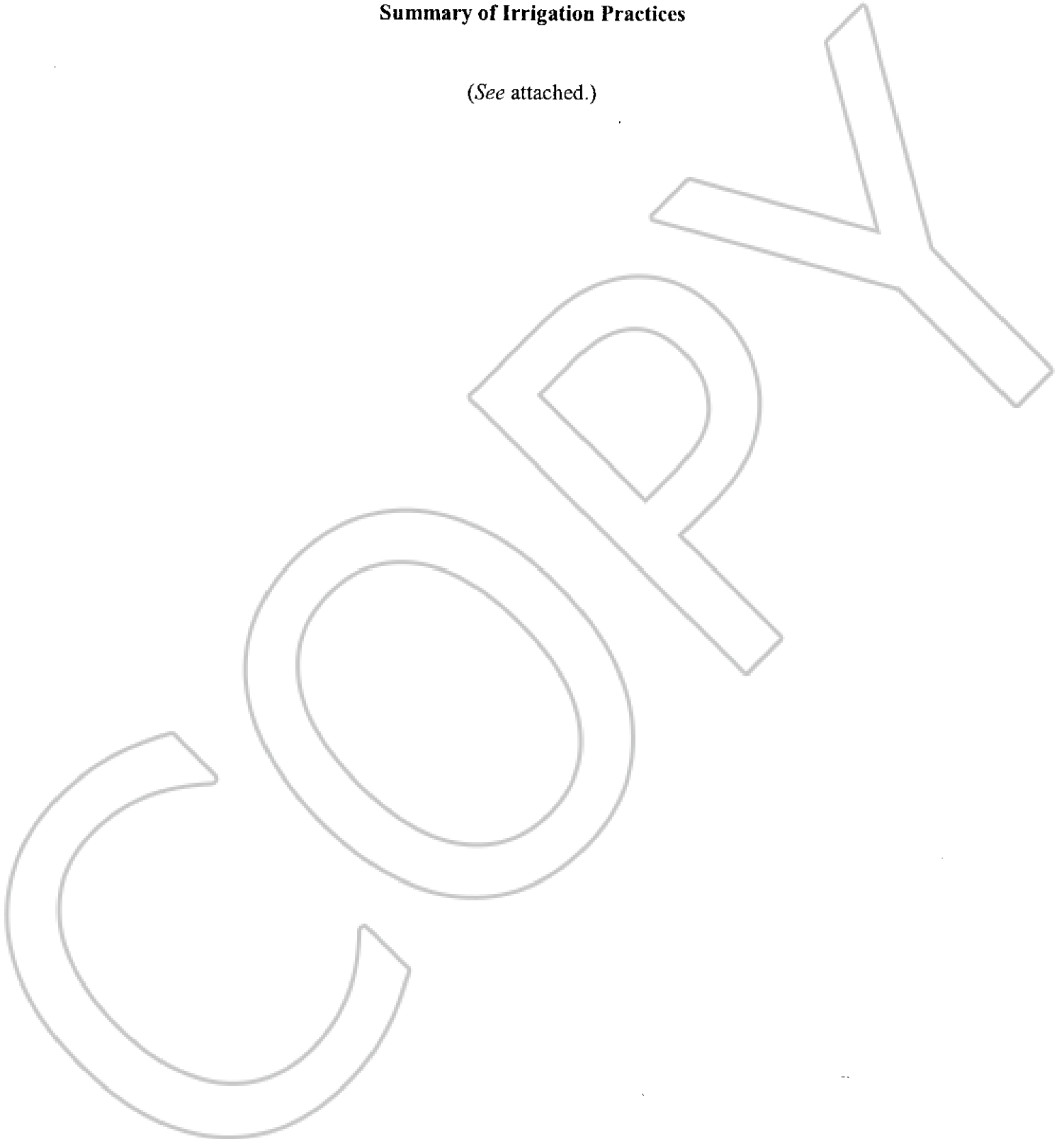


EXHIBIT 'F'
Summary of Irrigation Practices
(Updated June 4, 2003)

The following paragraphs briefly describe the existing irrigation system and the historical methods of its operation.

Since acquiring the subject property in 1986, Little Mondeaux Limousin Corporation has made extensive improvements to the former irrigation system. Specifically, they have constructed thousands of feet of pipelines, installed sprinkler irrigation improvements in areas and flood irrigation improvements where applicable. The extent of these improvements and the areas which said improvements serve is graphically depicted on Exhibit 'G' of these CC&R's.

The existing irrigation system is readily isolated into four separate systems, three of which are the subject of this Water Right and Irrigation System Covenants, Conditions and Restrictions. A general description of these three systems follows;

- System 'A' is the westerly most portion of the irrigation system and serves a portion of parcels 7, 8, and 12. This system formerly served portions of Parcels 15 and 18 however; those areas were severed from irrigation when the Sierra Nevada Golf Course was completed. The source of irrigation waters for lands within System "A" is achieved solely from the existing well under Permit Nos. 53451 and 53452. This well is located on Parcel 12, west of what is commonly referred to as Old Foothill Road. For that area westerly of this old roadway, fixed sprinklers accomplish irrigation. For those areas lying easterly of the old roadway, irrigation is accomplished by flood irrigation using the existing pipelines and alfalfa caps. There are a total of 164.08 irrigable acres within this system.
- System 'B' generally serves those areas of the Ranch that are immediately adjacent to the Carson River and the slough that lies immediately west of the River. Specifically, this system serves portions of parcels 6, 7, 8, 9, 10 and 11. Two river pumps and a slough pump, all as shown on Exhibit 'G', withdraw surface water from the Carson River for irrigation of these areas. From these pumps the irrigation water is distributed through existing pipelines to the various irrigated areas and applied by flood irrigation techniques. There are a total of 374.47 irrigable acres within this system.
- System 'C' provides irrigation service to those parcels located easterly of the Carson River, specifically parcels 1A through 1D, 2, 3 and a relatively small portion of Parcel 4. The remainder of Parcel 4 is served by an independent system and, for the purposes of these CC&R's, is solely operated and maintained by the owner of Parcel 4.

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- The primary source of irrigation water for System C is provided from the existing well at the south property line of Parcel 3. From this well and pump, irrigation waters are delivered to the respective fields by underground pipelines and ditches. Portions of Parcels 1A through 1D and 2 have, in recent years, been irrigated by utilizing a center pivot irrigation system. The pivot system has been removed but the underground pipeline remains in place and is, when extended, available to convey irrigation water to the respective properties. Those areas not irrigated by the former pivot system are flood irrigated. There are a total of 291.32 irrigable acres within this system.



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Exhibit "G"
Map to Support Water Right and Irrigation System Agreement
(Irrigation System)

See the map attached as Exhibit "G" to the First Amendment to Declaration of Covenants, Conditions and Restrictions for Little Mondeaux Meadows recorded on June 1, 1998 in the office of the County Recorder of Douglas County, Nevada in Book 0698 at page 0279 as document no. 0441033, official records.

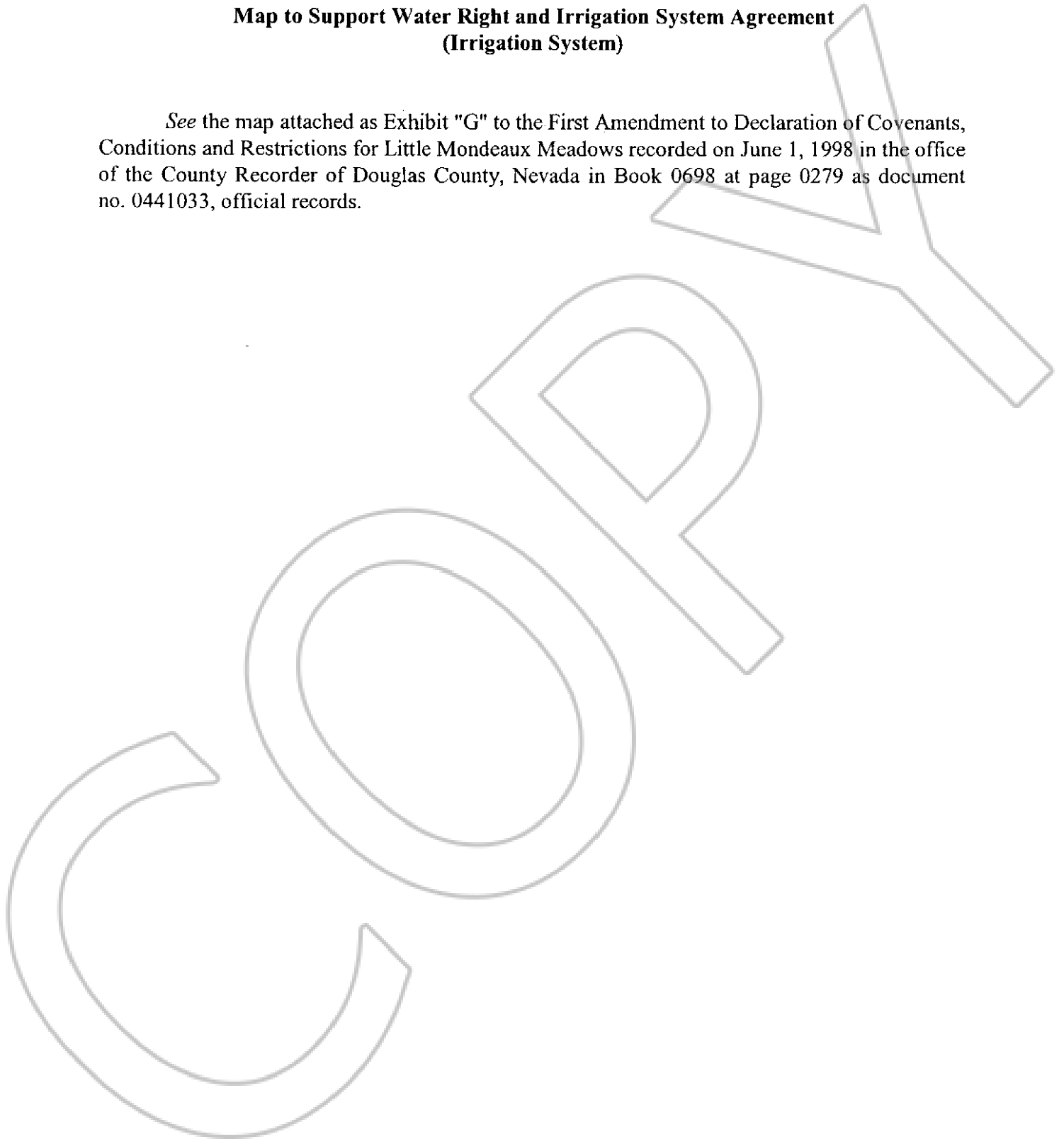


Exhibit "H"
Table of Irrigation Systems Cycles

(See attached.)

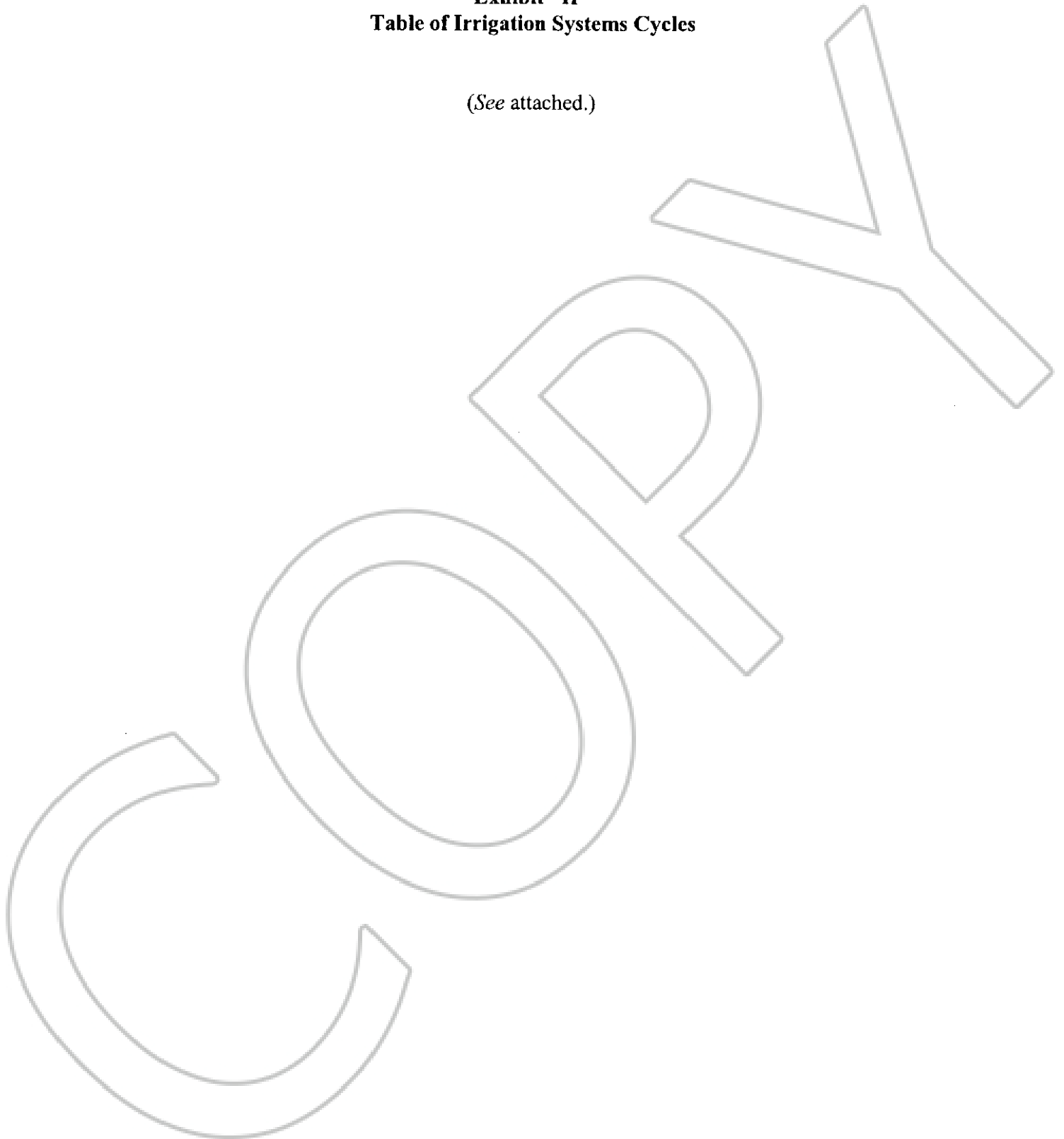


EXHIBIT H

Table of Irrigation Systems and Cycles

	Irrigable Acres	% of Total Irrigable Acres	14-Day Cycle (hours)	Day # for 14-Day Cycle	Time Schedule for 14-Day Cycle Starting Sunday at 0:00 hrs
System A					
<u>Owner</u>					
The Charney 1996 Trust	43.85	26.7%	89.80	1	Sunday, 12:00 AM
D'Ascoli, Vincent & Susan	11.47	7.0%	23.49	3	Wednesday, 5:47 PM
Marriage, Jay D.	68.87	42.0%	141.03	4	Thursday, 5:17 PM
<u>Little Mondeaux Limousin Corp.</u>	<u>39.89</u>	24.3%	81.69	10	Wednesday, 2:18 PM
Total System A	164.08				
System B					
<u>Owner</u>					
Little Mondeaux Limousin Corp.	212.43	56.7%	190.61	1	Sunday, 12:00 AM
The Charney 1996 Trust	131.25	35.0%	117.77	7	Sunday, 10:36 PM
<u>Marriage, Jay D.</u>	<u>30.79</u>	8.2%	27.63	12	Friday, 8:22 PM
Total System B	374.47				
System C					
<u>Owner</u>					
The Charney 1996 Trust	158.26	54.3%	182.53	1	Sunday, 12:00 AM
Perkins, Lonnie & Renea	15.59	5.4%	17.98	7	Sunday, 2:31 PM
Phat Pads, Inc.	25.61	8.8%	29.54	8	Monday, 8:30 AM
Reece, Lawrence L.	38.33	13.2%	44.21	9	Tuesday, 2:03 PM
Wyman, Mark & Krista	16.26	5.6%	18.75	11	Thursday, 10:15 AM
<u>Little Mondeaux Limousin Corp.</u>	<u>37.27</u>	12.8%	42.99	12	Friday, 5:00 AM
Total System C	291.32				

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