

DECLARATION OF TRUST FOR
THE ESTABLISHMENT OF THE
THE TSV #28 HOLDING TRUST

THIS DECLARATION OF TRUST is executed on the date hereinbelow written by BRUCE MULHEARN (hereinafter referred to as "Trustee"), on behalf of * _____ hereinafter referred to as "Trustor" without regard to number or gender), and on behalf of all beneficiaries named herein, to be effective October 18, 1982.

RECITALS

The following facts and allegations are stated by Trustor to be true and correct and are agreed upon by the Trustor and the Trustee:

RECITAL A: The Trustor hereby delivers and transfers to Trustee the property described in Schedule "A", attached hereto and made a part hereof.

RECITAL B: The property subject to this Declaration of Trust is that property referred to above and is referred to as the "Trust Estate" to be held, administered and distributed in trust as provided herein.

RECITAL C: The Trust, as herein created, is totally irrevocable and subject to the rights or powers of only the beneficiary hereof to alter, amend, modify or terminate said Trust created herein, in whole or in part, or as to any of the terms thereof, during the term of said Trust as hereinafter established.

NOW, THEREFORE, in consideration of the covenants herein contained, it is agreed that the Trustee accepts such rights in and title to the Trust Estate as are conveyed or transferred to the Trustee hereunder, without liability or responsibility for the condition or validity of such rights or title, and the Trustee will hold, administer and distribute the Trust Estate, IN TRUST, for the uses and purposes and upon the terms and conditions hereinafter provided.

*D.R.D. DEVELOPMENT, INC.

16911 BELLFLOWER RD.

BELLFLOWER, CALIF. 90603

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ARTICLE I

DISTRIBUTION OF INCOME AND PRINCIPAL

The Trustee under this Declaration of Trust shall hold, manage, invest and reinvest the trust property, and shall collect and receive the income therefrom, and after deducting all necessary expenses incident to the administration of this trust, shall pay and distribute the income and principal as follows:

A. The Trustee shall pay to or apply as much of the net income and principal of the trust as may be requested by the beneficiary hereof. The beneficiary of this trust is:

See Exhibit "B" hereto attached for the names of
all beneficiaries and their allocable interests in
the trust.

Any income not distributed shall be accumulated and added to principal. The Trustee shall pay to the beneficiary the sums requested by said beneficiary. Any payment or application of benefits pursuant to this paragraph shall be charged against the trust as a whole.

B. TERMINATION OF TRUST

This Trust shall terminate, and all undisbursed income and principal be distributed therefrom, upon the completion
and/or sale of the project of which this trust shall become
a partner.

ARTICLE IIPOWERS AND DISCRETIONS OF TRUSTEE

To carry out the purpose of any trust created under this Declaration of Trust and subject to any additions or limitations stated elsewhere in this instrument, the Trustee is vested with the following powers with respect to the Trust Estate and any part of it, in addition to those powers now or hereafter conferred by law:

A. GENERAL POWERS

1. To retain in trust, for such time as deemed advisable, any properties received by the Trustee hereunder during the existence of this Trust, whether or not of the character permitted by law for the investment of trust funds.

2. To purchase, sell, transfer, encumber or lease all of the trust estate. Including, but not limited to, the transfer of the trust estate to any limited or general partnership in exchange for a limited or general partnership interest in the profits and losses of such partnership.

3. To commence or defend such litigation with respect to the trust or any property of the Trust Estate as the Trustee may deem advisable, at the expense of the Trust.

4. To compromise or otherwise adjust any claims or litigations against or in favor of the trust, except as otherwise provided herein.

5. To incur and pay from principal or income all taxes, assessments, costs, charges, fees, and other expenses of every kind in connection with the administration of the Trust hereby created.

B. SPECIAL POWERS

1. Except as otherwise specifically provided in this Declaration of Trust, the determination of all matters with respect to what is principal and income of the Trust Estate and the apportionment and allocation of receipts and expenses between these accounts shall be governed by the provisions of the California Revised Uniform Principal and Income Act from time to time existing. Any such matter not provided for either in this instrument or in the California Revised Uniform Principal and Income Act shall be determined by the Trustee, in the Trustee's discretion.

2. At the time for distribution of any property under this Declaration of Trust, the Trustee shall have the power in the Trustee's absolute discretion to withhold without the payment of interest all or any part of the distribution from the person

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entitled to it, so long as the Trustee shall determine that the property may be subject to conflicting claims, to tax deficiencies, or to liabilities, contingent or otherwise, properly incurred in the administration of the Trust Estate.

3. The Trustee is authorized to employ any custodian, investment adviser, attorney, accountant, or any other agents to assist the Trustee in the administration of any trust herein and to rely on the advice given by these agents. Reasonable compensation for all services performed by these agents shall be paid from the trust for which such services are performed out of either income or principal as Trustee in its discretion shall determine, and shall not decrease the reasonable compensation to which the Trustee is entitled.

COPY

ARTICLE III

GENERAL PROVISIONS

A. SPENDTHRIFT PROVISION

Except as expressly provided elsewhere herein, any beneficiary under this Declaration of Trust may assign, transfer, convey, anticipate, pledge, hypothecate, or otherwise encumber his or her interest hereunder, and the principal or income arising therefrom shall be liable for any debt of any such beneficiary.

B. EXERCISE OF DISCRETION

Where under this Declaration of Trust the Trustee is granted discretion, except as otherwise provided for herein, the Trustee's discretion shall be sole and absolute, and any action taken by the Trustee or refrained from, in good faith shall be binding and conclusive upon all persons and corporations interested herein.

C. GENDER AND NUMBER

As used in this Declaration of Trust, the masculine, feminine, or neuter gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. The term "Trustee" as used herein shall be deemed and is intended to include any succeeding Trustee.

D. HEADINGS

The headings in this instrument are inserted for convenience of reference and are not to be considered in construction of the provisions hereof.

E. SITUS AND JURISDICTION

Any trust herein created may be administered in any State of the United States of America. However, this trust instrument shall be governed and interpreted by the laws of the State of California presently in force.

F. SEVERABILITY

If any provision of this Declaration of Trust is unenforceable, the remaining provisions shall be carried into effect.

G. NOTICES

Unless the Trustee shall have received actual written notice of the occurrence of an event affecting the beneficial interests of this Declaration of Trust, the Trustee shall not be liable to any beneficiary of this Declaration of Trust for distributions in good faith made as though such event had not occurred.

H. EXCULPATORY CLAUSE

The Trustee shall not be liable to any beneficiary under this Declaration of Trust or to the Trustor for any act or default of the Trustee, or of any other Trustee or any other person, unless resulting from the Trustee's own bad faith or gross negligence.

I. LIABILITY OF THIRD PARTIES

No one dealing with the Trustee need inquire concerning the validity of anything he purports to do, or need see to the application of any money paid or any property transferred to or upon the order of the Trustee.

J. COMPENSATION OF TRUSTEE

The Trustee shall be entitled to a reasonable fee as compensation for the Trustee's services rendered each year, or portion of each year. Such compensation shall not exceed 3/4 of 1% of the net value of the Trust Estate as an annual fee, and reasonable compensation for any unusual or extraordinary services rendered by the Trustee, including but not limited to preparation of tax returns and reports. All such compensation shall be paid wholly from principal or wholly from income, or partly from each, as the Trustee deems proper, and the determination of the Trustee shall be conclusive.

K. BOND

The Trustee, and any successor appointed by the beneficiary hereof, shall not be required to furnish any bond or other security for the faithful performance of the duties hereunder.

L. GUARDIAN OR CONSERVATOR

Any election or action required of the Trustor or of any beneficiary under this Declaration of Trust may be performed by his or her legally appointed guardian or conservator.

M. CERTIFICATION

To the same effect as if it were the original, anyone may rely upon a copy of this instrument certified by a Notary Public to be a counterpart of the instrument (and of the writings, if any, endorsed thereon or attached thereto). Anyone may rely upon any statement of fact certified by anyone who appears from the original document or a certified copy to be a Trustee hereunder.

IN WITNESS WHEREOF, the Trustee executes this Declaration of Trust for the Establishment of the TSV #28 HOLDING TRUST on the 18th day of October, 1982, at Los Angeles, California.

Bruce T. Mulhearn
BRUCE MULHEARN, Trustee

I certify that I have read the foregoing Declaration of Trust for the Establishment of the TSV #28 HOLDING TRUST and that it correctly states the terms and conditions under which the Trust Estate is to be held, managed and disposed of by the Trustee. I approve the said Declaration of Trust in all particulars, and request that the Trustee execute it.

Dated: October 18, 1982.

D.R.D. DEVELOPMENT, INC.

By:


Trustor

DONALD BALMAN

President

PROPERTY SCHEDULE

Schedule "A"

Lot 28, as set forth on the third amended Map of Tahoe Village Unit No. 2 filed for record on August 14, 1979 as Document No. 35555, Official Records of Douglas County, Nevada, and further described as units 1 through 9 as set forth on the Condominium map of said Lot 28 recorded as Document No. 53845 filed for record February 26, 1981, Official Records of Douglas County, Nevada.

Together with an undivided 9/9ths interest in and to those portions designated as Common Areas on said Condominium Map of Lot 28, Together with all and singular the tenements, hereditaments, and appurtenants thereunto belonging.



EXHIBIT "B"

Beneficiaries of the TSV #28 Holding Trust

<u>NAME OF PARTNER</u>	<u>CAPITAL CONTRIBUTION</u>	<u>%PROFIT/LOSS</u>
Jack Maurer	\$60,000.	47.619
Julienne Cienfuegos	12,000.	9.524
J.C. Brown	14,000.	11.111
George Broberg	40,000.	31.746

COPY

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 18, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Balman President, and Bruce T. Mulhearn, known to me to be the Secretary, of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature June Riggio



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On October 18, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Bruce T. Mulhearn known to me to be the Trustor of the TSV # 28 HOLDING TRUST dated October 18, 1982 and known to me to be the person whose name is subscribed as Trustor to the within Declaration of Trust for the Establishment of the TSV #28 HOLDING TRUST and acknowledged that he executed the same.

WITNESS my hand and official seal.

June Riggio
Notary Public in and for
said County and State



REQUESTED BY

D. R. D. Dev. Inc.

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

\$ 14.00 pd.

1982 OCT 22 PM 3: 10

SUZANNE BEAUDREAU
RECORDER

*Case of E. Hart
Dep.*

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