

DEED IN LIEU OF FORECLOSURE

RPTT -0-

Interval #03-019-11-03

THIS INDENTURE, made and entered into this _____ day of _____, 1994, by and between FRANK BONDI, JR. and SARAH J. BONDI, husband and wife, Party of the First Part/Grantor, and RESERVE VI REAL ESTATE PARTNERS L.P., a Delaware limited partnership, Party of the Second Part/Grantee, whose address is: 655 Winding Brook Drive Glastonbury, CT 06033

W I T N E S S E T H:

That the said Party of the First Part, in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States of America to him in hand paid by the said Party of the Second Part, the receipt of whereof is hereby acknowledged, does by these presents, grant, bargain and sell unto the said party of the Second Part, and to his heirs and assigns forever, all that certain real property situate in the County of Douglas, State of Nevada, described as follows:

SEE EXHIBIT 'A' ATTACHED HERETO

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said Party of the Second Part, and to his heirs and assigns forever.

This Deed in Lieu of Foreclosure is an absolute conveyance, the Party of the First Part having sold said land to the Party of the Second Part for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by the Deed of Trust executed by FRANK BONDI, JR. and SARAH J. BONDI, husband and wife to Stewart Title of Douglas County, Trustee, in favor of HARLESK MANAGEMENT, INC., Beneficiary, recorded on the 29th day of September, 1988, in Book 988 at Page 4507 as Document No. 187484, Official Records of Douglas County, Nevada. Party of the First Part declare(s) that this conveyance is freely and fairly made and that there are no agreements, oral or written, other than this Deed in Lieu of Foreclosure between the parties hereto with respect to the property hereby conveyed.

IN WITNESS WHEREOF, the Party of the First Part has executed this conveyance the day and year first hereinabove written.

Frank Bondi, Jr.
Frank Bondi, Jr.

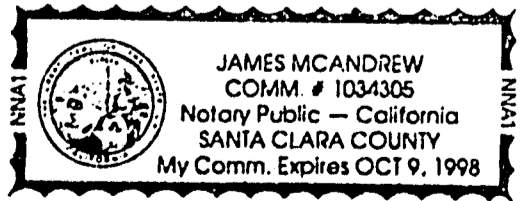
Sarah J. Bondi
Sarah J. Bondi

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) : ss.

On this 23rd day of SEPTEMBER, 1994, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK BONDI, JR. AND SARAH J. BONDI known to me to be the person S described in and who executed the foregoing instrument, who acknowledged to me that They executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

James McAndrew
NOTARY PUBLIC



MAIL TAX STATEMENTS TO: Ridge Sierra P.O.A.
200 Nichols Blvd.
Sparks, NV 89431

347287
BK 0994 PG 5279

AFFIDAVIT

CT

STATE OF ~~NEVADA~~)

: ss

Glastenbury

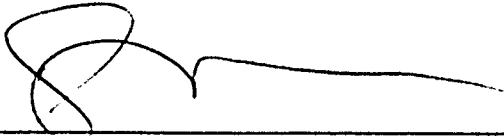
COUNTY OF ~~DOUGLAS~~)

Hartford

RESERVE VI REAL ESTATE PARTNERS L.P., a Delaware limited partnership, by HCC REAL ESTATE XLV, INC., its General Partner by SONDR A R. JENKINS, its Assistant Secretary, Grantee(s) herein, being first duly sworn upon oath, each for himself or herself and not one for the other, deposes and says:

That he or she has read the foregoing Deed In Lieu of Foreclosure and knows the contents thereof, and that every statement contained in the terms, warranties and covenants therein set forth is true of his or her own knowledge; that the parties named as Grantees in executing this Affidavit hereby accept said Deed in Lieu of Foreclosure and agree to its terms and covenants and approve the warranties therein contained.

RESERVE VI REAL ESTATE PARTNERS L.P.,
a Delaware limited partnership

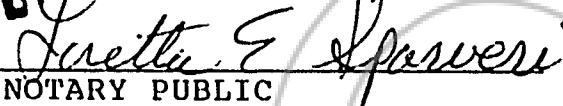


By: HCC Real Estate XLV, Inc.,
General Partner

By: Sondra R. Jenkins
Asst. Sec.

Subscribed, Sworn to and Acknowledged before me
this 28th day of September, 1999.

SEAD


NOTARY PUBLIC

My Commission Expires Mar. 31, 1997

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LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County Douglas, State of Nevada, described as follows:

A timeshare estate comprised of:

PARCEL 1:

An undivided 1/51st interest in and to that certain condominium estate described as follows:

(a) An undivided 1/8th interest as tenants in common, in and to the Common Area of Lot 2 of Tahoe Village Unit No. 3, as shown on the map recorded December 27, 1983, as Document No. 93408, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of boundary line adjustment map recorded April 21, 1986, as Document No. 133713, Official Records of Douglas County, State of Nevada.

(b) Unit No. A3 as shown and defined on said condominium map recorded as Document No. 93408, Official Records of Douglas County, State of Nevada.

PARCEL 2:

A non-exclusive easement for ingress and egress for use and enjoyment and incidental purposes over, on and through the Common Areas as set forth in said condominium map recorded as Document No. 93408, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of Boundary line adjustment map recorded as Document No. 133713, Official Records of Douglas County, State of Nevada.

PARCEL 3:

An exclusive right to the use of a condominium unit and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel 1, and Parcel 2 above, during one "use week" within the "Prime use season" as that term is defined in the First Amended Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Sierra recorded as Document No. 134786, Official Records, Douglas County, State of Nevada (the "C,C & R's"). The above-described exclusive and non-exclusive rights may be applied to any available unit in The Ridge Sierra project during said "use week" in the above referenced "use season" as more fully set forth in the C,C & R's.

PARCEL 4:

A non-exclusive easement for encroachment together with the right of ingress and egress for maintenance purposes as created by that certain easement agreement recorded as Document No. 93659, Official Records of Douglas County, State of Nevada.

A Portion of APN 42-230-03

REQUESTED BY
STEWART TITLE OF DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'94 SEP 30 A9:41

347287

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SUZANNE BEAUCHEAU
900
S. PAIR DEPUTY