

RIDGE CREST LEGAL

An Alternate Timeshare estate comprised of:

PARCEL 1: An undivided 1/102nd interest in and to that certain condominium estate described as follows:

(a) An undivided 1/26th interest as tenants in common, in and to the Common Area of Ridge Crest condominiums as said Common Area is set forth on that certain condominium map recorded August 4, 1988 in Book 888 of Official Records at Page 771, Douglas County, Nevada, as Document No. 183624.

(b) Unit No. 107 as shown and defined on said condominium map recorded as Document No. 183624, 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 Area as set forth in said condominium map recorded as Document No. 183624, 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 "ALTERNATE USE WEEK" within the odd numbered years as that term is defined in the Declaration of Timeshare Covenants, Conditions and Restrictions for The Ridge Crest recorded April 27, 1989 as Document No. 200951 of Official Records, Douglas County, State of Nevada (the CC&R's). The above described exclusive and non-exclusive rights may be applied to any available unit in The Ridge Crest project during said "alternate use week" as more fully set forth in the CC&R's.

A Portion of APN 40-370-07

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

'99 MAY 21 AIO:42

0468526

BK0599PG4333

LINDA SLATER
 RECORDER
 \$ 8.00 PAID At DEPUTY

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS IS A DEED OF TRUST, made this March 31, 1999 by and between Michael D. Bertrand, Jr. and Marlene A. Bertrand,
husband and wife as joint tenants with right of survivorship

Trustor, to STEWART TITLE of Douglas County, A Nevada Corporation, Trustee for HARICH TAHOE DEVELOPMENTS, a Nevada general partnership,
dba SUNTERRA RESORTS - THE RIDGE CREST, Beneficiary,

WITNESSETH:

That the trustor does hereby grant, bargain, sell and convey unto the Trustee with power of sale all that certain property situated in Douglas County, Nevada
as follows:

(See Exhibit "A" attached hereto and incorporated herein by this reference)
AND ALSO all the estate, interest, and other claim, in law and in equity, which the Trustor now has or may hereafter acquire in and to said property TOGETHER
with the tenements, hereditaments and appurtenances thereunto belonging to or appertaining, and any reversion, reversions or remainders and all rents, issues
and profits of said real property, subject to the rights and authority conferred upon Beneficiary hereinafter set forth to collect and apply such rents, issues and profits.
FOR THE PURPOSE OF SECURING:

FIRST: Payment of an indebtedness in the sum of \$ 6,255.00, evidenced by a Promissory Note of even date herewith, with interest thereon, according to the
terms of said Promissory Note, which Promissory Note is by reference made a part hereof, is executed by the Trustor, delivered to Beneficiary, and payable to the
order of Beneficiary and any and all modifications, extensions and renewals thereof.

SECOND: Payment of all RIDGE CREST PROPERTY OWNERS ASSOCIATION assessments, dues and membership fees as they become due.
THIRD: Payment of such additional sums with interest thereon as may be hereafter loaned by Beneficiary to Trustor as additional advances under this Deed of
Trust by the Promissory Note or Notes of Trustor, and payments of any monies advanced or paid out by Beneficiary or by the Trustee to or for Trustor pursuant to the
provisions of this Deed of Trust, and payment of all indebtedness of the Trustor to the Beneficiary or to the Trustee to or for Trustor pursuant to the provisions
of this Deed of Trust, and payment of all indebtedness of the Trustor to the Beneficiary or to the Trustee which may exist or be contracted for during the life of this
instrument, with interest, and also as security for the payment and performance of every obligation, covenant, promise or agreement contained herein or contained
in any Promissory Note or Notes secured hereby, or any agreement executed simultaneously with this Deed of Trust.

FOURTH: The expenses and costs incurred or paid by Beneficiary or Trustee in preservation or enforcement of the rights and remedies of Beneficiary and the
duties and liabilities of Trustor hereunder, including, but not limited to, attorneys' fees, court costs, witnesses' fees, expert witnesses' fees, collection costs and
expenses paid by Beneficiary or Trustee in performing for Trustor's account any obligations of Trustor or to collect the rents or prevent waste.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor promises and agrees: to pay when due all assessments, dues and membership fees assessed by or owing to RIDGE CREST PROPERTY
OWNERS ASSOCIATION upon the above-described premises and shall not permit said claims to become a lien upon the premises; to comply with all laws
affecting said premises and not commit or permit any acts upon the premises in violation of any law, covenant, condition or restriction affecting said premises.
Trustor promises and agrees to pay when due all annual operating charges, assessments and fees levied by THE RIDGE TAHOE PROPERTY OWNERS ASSOCIATION
(RTPOA) pursuant to the membership agreement between Trustor and RTPOA.

2. Annually, Trustor agrees to cause to be delivered to Beneficiary or to collection agent of Beneficiary a certified copy of the original policy or policies
of insurance purchased by RIDGE CREST PROPERTY OWNERS ASSOCIATION with copies of paid receipts.

3. Trustor promises and agrees that if default in the payment when due of any installment of principal or interest, or obligation in accordance with the
terms of any Promissory Note secured hereby, or in the performance of any of the covenants, promises or agreements contained herein; or of the Trustor becomes
insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by or against the Trustor, or if a proceeding be voluntarily
or involuntarily instituted for reorganization or other debtor relief provided for by the bankruptcy act; OR IF THE TRUSTOR SHALL SELL, TRANSFER,
HYPOTHECATE, EXCHANGE OR OTHERWISE BE DIVESTED OF TITLE TO THE ABOVE DESCRIBED PREMISES IN ANY MANNER OR WAY, WHETHER
VOLUNTARILY OR INVOLUNTARILY, WHETHER BY THE OPERATION OF LAW OR OTHERWISE; EXCEPT BY DESCENT OR DEVISE; then upon the
happening of any such event, the Beneficiary, at its option, may declare all Promissory Notes, sums and obligations secured hereby immediately due and payable without
demand or notice, irrespective of the maturity dates expressed therein, and Beneficiary or Trustee may record a notice of such breach or default and elect to cause
said property to be sold to satisfy the indebtedness and obligations secured hereby.

4. The following covenants, Nos. 1, 3, 4 (interest 18%), 5, 6, 7 (reasonable attorneys' fees), 8 and 9 of NRS 107.030, when not inconsistent with covenants and
provisions contained herein, are hereby adopted and made a part of this Deed of Trust.

5. The rights and remedies hereby granted shall not exclude any other rights or remedies granted by law, and all rights and remedies granted hereunder or
permitted by law shall be concurrent and cumulative.

6. The benefits of the covenants, terms, conditions and agreements herein contained shall accrue to, and the obligations thereof shall bind the heirs, representatives,
successors and assigns of the parties hereto and the Beneficiary hereof.

7. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all other genders, and the term
"Beneficiary" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

8. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts to collect the
rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in perfor-
mance of any obligation hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default Beneficiary may at any
time without notice, either in person, or by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any such security of the indebted-
ness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue or otherwise collect such rents, issues and profits, including
those past due and unpaid, and apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness
secured hereby, and in such other as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits
and the application thereof as aforesaid, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

9. The trusts created hereby are irrevocable by the Trustor.

10. Beneficiary hereby agrees that in the event of default under the terms of this deed of trust and upon the return to Beneficiary the Exhibit "A" real property that the
liability of Trustor shall be limited to all monies paid to date of the return of Exhibit "A" real property and that no deficiency judgment shall lie against the Trustor.

11. This Deed of Trust may not be assumed without prior written consent of Beneficiary. Should Beneficiary not declare all sums due in accordance with Paragraph 3
above, then this Deed of Trust may only be assumed when the following conditions have been met: the payment to Beneficiary or assigns of an assumption fee of \$150.00
per interval week; credit approval of the assuming party; completion of an acceptance form and statements of acknowledgements by the assuming party of all
condominium documents; and execution of an assumption agreement.

IN WITNESS WHEREOF, the Trustor has executed this Deed of Trust the day and year first above written.

STATE OF NEVADA, COUNTY OF DOUGLAS

TRUSTOR:

On March 31, 1999 personally appeared before me, a Notary Public,

Michael D. Bertrand, Jr.
Marlene A. Bertrand

Michael D. Bertrand, Jr. Marlene A. Bertrand

personally known to me, (or proved to me on the basis of satisfactory
evidence) who acknowledged that they executed the above instrument.

Signature _____
(Notary Public)

If executed by a Corporation the Corporation Form of Acknowledgement must be used.

Title Order No. _____

Escrow or Loan No. 49-107-45-72

SPACE BELOW THIS LINE FOR RECORDERS USE ONLY

Notarial Seal

WHEN RECORDED MAIL TO:

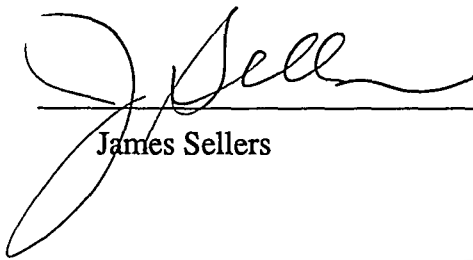
STATE OF NEVADA

COUNTY OF DOUGLAS

On this 31 day of March 1999, James Sellers, personally appeared before me, whom I know personally to be the person who signed this certificate while under oath, being sworn by me, and swears that he/she was present and saw


Michael D. Bertrand, Jr. and Marlene A. Bertrand

sign the attached document and that it is their signature.




James Sellers

Signed and sworn to before me by James Sellers, this 31 day of March 1999.



Notary Public

 DRURY H. BLAIR JR.
Notary Public - State of Nevada
Recorded in Douglas County - Non Resident
No: 98-4530-5 - Expires September 15, 2002

0468527

BK0599P64335