

OFFICIAL RECORD

Requested By:

FIRST AMERICAN TITLE

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 10 Fee: 48.00

BK-0405 PG-11266 RPTT: 0.00



1220-06-001-012  
A.P. Nos 1220-06-001-013  
1220-06-001-006

RECORDING REQUESTED BY  
First American Title Company of Nevada  
142-2189398NMP as to Property A;  
142-2200075NMP as to Property B

WHEN RECORDED MAIL TO  
OWENS MORTGAGE INVESTMENT  
FUND, a California limited partnership  
P. O. Box 2400  
Walnut Creek CA 94595

Loan # 51017

**DEED OF TRUST AND ASSIGNMENT OF RENTS**

This Deed of Trust and Assignment of Rents is made as of **April 20, 2005** and entered into by and between **TRANS-SIERRA INVESTMENTS, INC.**, a Nevada corporation, whose address is **Trans-Sierra Investments, Inc., C/O Gary B. Casteel, P.O. Box 1047, Minden, NV 89423**, hereinafter referred to as "Trustor", and

**INVESTORS YIELD, INC.**, a California Corporation, whose address is 2221 Olympic Blvd., Walnut Creek, CA 94595, hereinafter referred to as "Trustee", and

**OWENS MORTGAGE INVESTMENT FUND**, a California limited partnership, whose address is 2221 Olympic Blvd., Walnut Creek, CA 94595, hereinafter referred to as "Beneficiary"

**WITNESSETH:** That Trustor irrevocably GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, all of Trustor's present and future estate, right, title and interest in and to the following property, rights, privileges and interests, to-wit:

That certain tract of real property (hereinafter referred to as the "Premises") lying in **City of Minden, County of Douglas, State of Nevada, as to Property A; City of South Lake Tahoe, County of El Dorado, State of California, as to Property B** which is more particularly described as follows: (If described on Exhibit "A", then said attachment is incorporated herein by this reference.)

**SEE EXHIBIT 'A' ATTACHED FOR LEGAL DESCRIPTION**

APN's: 1220-06-001-005 & 1220-06-001-006, as to Property A;  
APN's: 029-530-15-100, 029-510-07-100, 029-510-15-100, 029-510-06-100, 029-510-03-100, 029-510-02-100, 029-510-11-100, 029-510-01-100, 029-470-03-100, 029-510-12-100, 029-510-14-100 and 029-470-02-100, as to Property B

**THIS DEED OF TRUST IS EXECUTED IN DUPLICATE, EACH OF WHICH IS DEEMED TO BE AN ORIGINAL INTENDED FOR SIMULTANEOUS RECORDING IN THE COUNTIES DESCRIBED ABOVE, SUCH PARTS TOGETHER CONSTITUTING BUT ONE AND THE SAME INSTRUMENT.**

INITIAL *[Handwritten Signature]* ( ) ( )

**TOGETHER WITH:**

(a) All rights-of-way, easements, tenements, hereditaments, and appurtenances, royalties, mineral, oil and gas rights and profits, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant), sewer and sewer connection rights, pumps and pumping plants and water stock of Trustor belonging to or in any way appertaining to the Premises, and all estate and rights of Trustor in and to the Premises and the reversion and reversions, remainder and remainders thereof and thereto;

(b) All right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Premises;

(c) All right, title and interest of Trustor, now owned or hereafter acquired, in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or used in connection with the Premises;

(d) All buildings, structures and improvements now or at any time hereafter erected, constructed, or situated upon the Premises or any part thereof; and all apparatus, fixtures, equipment, furniture, furnishings, construction materials and all other articles of personal property in which Trustor now has, or at any time hereafter acquires, an interest and which now are, or at any time hereafter are, attached to or situated in, on or about the Premises or used in connection with or in the operation of the premises, including, but not limited to, all heating, cooling, air conditioning, electricity, gas, water, air and light, filtration and plumbing equipment, light fixtures, elevators and elevator equipment, all hot water heaters and water softeners, all floor coverings, all stoves, ovens, refrigerators, freezers, all wells, pumps, pipes, motors, engines and pumping apparatus and equipment fire prevention and extinguishing apparatus, security and access control apparatus, awnings, storm windows, storm doors, screens, blinds, shades, paneling, attached floor coverings, antennas, trees and plants, and all renewals, replacements and substitutions thereof and additions thereto and proceeds thereof which specifically-described property Trustor represents are and shall be and are intended to be a part of the real property;

(e) All of Trustor's accounts, accounts receivable, contract rights, inventory, chattel paper and general intangibles relating to the construction, use, operation or occupancy of the Premises and which are now owned or are hereafter owned or acquired by Trustor and/or in which Trustor now has, or at any time hereafter acquires, an interest in, and all renewals, replacements and substitutions thereof and additions thereto and all proceeds thereof;

(f) All of the Trustor's interest in and to any and all present and future leases and rental agreements, subleases, licenses and tenancies of any portion of the Premises or of any space in any building erected upon the Premises, and the income, receipts, rents, issues and profits of the Premises or arising from the use of enjoyment of all or any portion thereof and of any improvements now or hereafter situated on the Premises; and all security deposits arising from the use or enjoyment of all or any portion of the Premises, and all utility deposits made to procure and maintain utility services to the Premises or any portion thereof;

(g) Any and all awards, payments or other amounts including interest thereon, for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of the Premises or of any improvements now or hereafter situated thereon or any estate or easement therein, and all proceeds of insurance paid on account of partial or total destruction of improvements on the Premises, all of which awards and proceeds are hereby assigned to Beneficiary, which is hereby authorized to collect and receive such awards and proceeds and to give proper receipts and acquittances therefore.

(h) Any licenses, contracts, permits and agreements and related rights and benefits associated with the development and use of the Premises including, but not limited to, construction contracts, rights to plans and specifications for construction, governmental permits, engineering studies and reports, and utility service contracts relating to the construction of improvements on the Premises, or occupancy or use of the Premises; and any licenses, contracts, permits and agreements now or hereafter required or used in connection with the ownership, operation and maintenance of the Premises, and the right to use any trade name, trademark or

service mark now or hereafter associated with the operation of any business of Trustor conducted on the Premises and any grazing or range rights related to or pertaining to the Premises and all proceeds from any of the foregoing

(i) All of Trustor's interest presently owned or hereafter acquired in personal property associated with the development and use of the Premises, including, but not limited to, goods, including building materials located on or off the Premises, inventory, accounts, instruments, documents, intangibles, chattel paper, general intangibles, contract rights, and all items listed above to the extent such items are deemed to be personal property under the **Property A: State of Nevada; Property B: State of California** Uniform Commercial Code, and in the proceeds and products of any of the foregoing

(j) All right, title and interest of Trustor in and to:  
(i) all unearned premiums accrued, accruing, or to accrue under any and all insurance policies now or hereafter obtained by Trustor pursuant to the provisions hereof; and  
(ii) all credits and reimbursements due Trustor from any governmental agency

(k) Any proceeds derived from the sale, transfer, hypothecation, disposition, assignment, lease, or loss of any of the foregoing, to have and to hold unto Trustee, its successors and assigns forever.

All of the real and personal property, rights, privileges and interests described in the foregoing and hereby granted, conveyed and assigned are hereinafter collectively referred to as the "Property".

**FOR THE PURPOSE OF SECURING:**

1. Performance of each agreement of Trustor herein contained.
2. Payment of the indebtedness evidenced by one promissory note of even date herewith in the Principal sum of **THREE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$3,250,000.00)** payable to Beneficiary or order "Note".
3. Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust. Such additional loans shall be secured hereby only if made to the owner of record of said Property at a time when he is such owner of record.

**A. To protect the security of this Deed of Trust, Trustor agrees:**

1. To Keep said Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumeration herein not excluding the general.
2. To provide, maintain and deliver to Beneficiary, fire, casualty, extended coverage (all risk multi-peril coverage) insurance reasonably satisfactory to and with loss payable to Beneficiary. The amount collected under any all risk or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and

attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the same interest rate as set forth in the promissory note(s) secured by this Deed of Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

**B. It is mutually agreed that:**

1. Any award of damages in connection with any condemnation for public use of or injury to said Property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said Property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. 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 performance of any agreement 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, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for 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 order 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 or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand on Trustor, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, as hereinafter defined, may purchase at such sale

In the event the Property consists of several known lots or parcels, Trustor hereby authorizes the trustee to determine the order of sale of said lots or parcels. The presence of Trustor at the sale shall not operate to revoke the authority of the trustee hereunder.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the same interest rate as set forth in the promissory note(s) secured by this Deed of Trust; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the Pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. Beneficiary may, from time to time, as provided by statute, or by a writing, signed and acknowledged by him and recorded in the office of the county recorder of the county in which said land or such part thereof as is then affected by this deed of trust is situated, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

10. If two or more persons be designated as Trustee herein, any, or all, powers granted herein to Trustee may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, his heirs and assigns.

11. If any part of the real property affected by this deed of trust shall be sold or transferred, or agreed to be sold or transferred, said promissory note shall at the option of the holder become due and payable.



12 Should Trustor further encumber the real property described herein, or any part thereof or any interest therein, without first obtaining the written consent of the Beneficiary, then, at the option of Beneficiary, all obligations under the Note may be declared due and payable. Consent to one transaction of this type will not constitute a waiver of the right to require consent to future or successive transactions.

Trustor shall provide Beneficiary with a copy of the proposed promissory note, deed of trust, and/or any other security documents that Beneficiary may reasonably request, prior to Beneficiary considering any request for consent to a further encumbrance(s) on the real property .

13 For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefore.

14. The promissory note secured by this Deed of Trust contains a provision which provides that upon Trustor's failure to make any of the payments required to be paid under the terms of the promissory note and/or Deed of Trust, or in the event Beneficiary, or his agent, advances sums on behalf of the Trustor to protect the security of this Deed of Trust, then said amounts shall accrue additional interest at the rate of 5.00% percentage points above the interest rate in effect under the promissory note at the time of such delinquency or default.

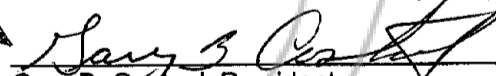
15. (a) Trustor, without expense to Beneficiary, shall, upon receipt of written request from Beneficiary, furnish to Beneficiary: (1) an annual statement of the operation of the property prepared and certified by Trustor, showing in reasonable detail satisfactory to Beneficiary total rents received and total expenses together with an annual balance sheet and profit and loss statement, within one hundred twenty (120) days after the close of each fiscal year of Trustor, beginning with the fiscal year first ending after the date of delivery of this Deed of Trust; (2) within thirty (30) days after the end of each calendar quarter (March 31, June 30, September 30, December 31) interim statements of the operation of the property showing in reasonable detail satisfactory to Beneficiary total rents and other income and receipts received and total expenses for the previous quarter, certified by Trustor; and (3) copies of Trustor's annual state and federal income tax returns within thirty (30) days of filing. Trustor shall keep accurate books and records, and allow Beneficiary, its representatives and agents, upon notice, at any time during normal business hours, access to such books and records regarding acquisition, construction and development of the property, including any supporting or related vouchers or papers, shall allow Beneficiary to make extracts or copies of any thereof, and shall furnish to Beneficiary and its agents convenient facilities for the audit of any such statements, books, and records.


(b) Trustor within three (3) days after a request by Beneficiary in person or within five (5) days after Beneficiary's request by mail, shall furnish Beneficiary or any third party a written statement duly acknowledged of all amounts due on any indebtedness secured hereby, whether for principal or interest on the Note or otherwise, and stating whether any offsets or defenses are claimed by Trustor to exist against the indebtedness secured by this Deed of Trust and covering other matters with respect to any such indebtedness as Beneficiary may reasonably require.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the mailing address that appears on the front page of this document

**TRUSTORS:**

TRANS-SIERRA INVESTMENTS, INC., a Nevada corporation

  
Gary B. Casteel, President

  
Claudia A. Casteel, Secretary



CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGEMENT

STATE OF Nevada

COUNTY OF Douglas

On this 22<sup>ND</sup> day of April in the year of 2005,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

Gary B. Casteel and Claudia A. Casteel

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Patricia A. Stirling  
NOTARY PUBLIC



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
NOTARY PUBLIC

TO BE ATTACHED TO THE DEED OF TRUST AND ASSIGNMENT OF RENTS DATED April 20, 2005

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the County of Douglas, State of Nevada, and is described as follows:

Parcel 1:

Parcel 1 as shown on Parcel Map No. LDA-079, in the County of Douglas, State of Nevada, filed April 15, 2005 as Document No. 641836, in the office of the County Recorder of said County

Parcel 2:

Parcel 2 as shown on Parcel Map No. LDA-079, in the County of Douglas, State of Nevada, filed April 15, 2005 as Document No. 641836, in the office of the County Recorder of said County.

Parcel 3:

A parcel of land located within a portion of the Northwest one-quarter (NW1/4) of Section 6, Township 12 North, Range 20 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the Northwest corner of Section 6 per Parcel Map for June Irene Rolph as recorded in the Office of the Recorder, Douglas County, Nevada on March 16, 1982 as Document No. 65928; thence along the North line of said Section 6 North 89°58'09" East, 1529.20 feet to the Point Of Beginning; thence continuing along said North line North 89°58'09" East, 457.19 feet; thence South 00°31'12" East, 466.73 feet; thence North 89°58'09" East, 466.69 feet to a point on the westerly right-of-way of State Route 88; thence along said westerly right-of-way South 00°31'12" East, 563.21 feet; thence South 89°27'44" West, 44.77 feet; thence along the arc of a curve to the left having a radius of 250.00 feet, central angle of 37°05'13" and an arc length of 161.82 feet; thence South 52°22'31" West, 70.89 feet; thence along the arc of a curve to the right having a radius of 200.00 feet; central angle of 37°05'13" and an arc length of 129.46 feet; thence along the South line of an existing 41 foot ditch irrigation and maintenance easement as shown on the Land Division Map for Ronald L. Simek as recorded in the Office of the Recorder, Douglas County, Nevada in Book 693, at page 7076 as Document No. 311336 South 89°27'44" West, 108.59 feet; thence along said South line of existing ditch easement South 89°11'09" West, 437.52 feet; thence along the centerline of an existing irrigation ditch North 00°38'25" West, 628.28 feet; thence along said centerline North 00°54'59" West, 545.74 feet to the Point Of Beginning.

Note: The above metes and bounds legal description appeared previously in that certain document recorded March 10, 1999 in Book 0399, Page 2498 as Instrument No. 462991.





EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of South Lake Tahoe, County of El Dorado, State of California, described as follows:

Parcel A:

A Condominium estate composed of:

Parcel 1: An undivided 3.1896% interest in and to Lots 5, 8 and 9 of the Park Avenue Subdivision, Phase 1, as more particularly described in that certain Map recorded on June 27, 2000 in Book I of Subdivision Maps, at Page 68 (the "Tract Map").

Excepting and reserving from said Parcel 1 the following:

(a) Residential Unit Nos. 2105, 2106, 2107, 2108, 2109, 2110, 2113, 2114, 2150, 2154, 2158, 2159, 2160, 2165, 2166, 2167, 2171, 2172, 2174, 2177, 2179, 2180, 2184, 2200, 2201, 2202, 2203, 2204, 2209, 2210, 2214, 2216, 2220, 2224, 2227, 2228, 2229, 2234, 2235, 2236, 2240, 2241, 3100, 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3110, 3113, 3114, 3118, 3119, 3122, 3125, 3126, 3130, 3131, 3134, 3138, 3150, 3154, 3158, 3159, 3160, 3165, 3166, 3167, 3171, 3172, 3174, 3177, 3179, 3180, 3181, 3184, 3200, 3201, 3202, 3203, 3204, 3209, 3210, 3214, 3218, 3220, 3224, 3227, 3228, 3229, 3234, 3235, 3236, 3240, 3241, 3243, 3246, 3247, 3249, 3251, 3252, 3256, 3257, 3263, 3400, 3404, 3408, 3414, 3416, 3418, 4100, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4110, 4113, 4114, 4117, 4118, 4150, 4154, 4157, 4158, 4200, 4201, 4202, 4203, 4204, 4209, 4210, 4211, 4214, 4220, 4224, 4227, 4228, 4229, 4234, 4235, 4236, 4240, 4241, 4243, 4246, 4247, 4249, 4251, 4252, 4253, 4256, 4258, 4260, 4262, 4263, 4400, 4408, 4414, 4416, 4418, 5100, 5102, 5103, 5104, 5105, 5106, 5107, 5108, 5109, 5112, 5113, 5114, 5115, 5150, 5152, 5226, 5227, 5228, 5229, 5234, 5235, 5238, 5240, 5241, 5243, 5246, 5247, 5250, 5252, 5253, 5263, 5265.

And Commercial Units Nos. CU-1 through CU-15, inclusive,

all as shown on that certain Condominium Plan recorded on November 21, 2001, as Instrument No. 01-75866, in the Office of the County Recorder of El Dorado County, California (the "Condominium Plan");

(b) A non-exclusive easement for ingress, egress, use and enjoyment over the Common Area, subject to the provisions of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Grand Residence Club at Lake Tahoe, recorded November 26, 2001, as Instrument No. 01-76239 of Official Records of El Dorado County, California (the "Declaration"), together with the right to convey the same to others;

(c) An exclusive right to possession and occupancy and an exclusive easement over all Limited Common Area, as defined in the Declaration and Condominium Plan together with the right to convey the same to others;

(d) All those certain easements referred to in Section 3.10 and 3.11 of the Declaration, together with the right to grant said easements to others;

Parcel 2: Commercial Units CU-1, CU-2, CU-7, CU-9, CU-10, CU-11, CU-12, CU-14, and CU-15, as shown on the Condominium Plan recorded on November 21, 2001 as instrument no. 01-75866, in



the Office of the County Recorder of El Dorado County.

Parcel 3: A non-exclusive easement for ingress, egress, use and enjoyment, subject to the provisions of the Declaration, over the Common Area, (except for all limited Common Area, as defined in the Declaration and Condominium Plan).

Parcel 4: An exclusive right to possession and occupancy and an exclusive easement to use of all Commercial Limited Common Areas specifically appurtenant to Commercial Units CU-1, CU-2, CU-7, CU-9, CU-10, CU-11, CU-12, CU-14, CU-15 and a non-exclusive right to possession and occupancy and a non-exclusive easement to use all Commercial Limited Common Areas appurtenant to all "Commercial units as a class" (as defined in the Declaration), as such Commercial Limited Common Areas are shown on the Condominium Plan or in the Declaration, subject to the provisions of the Declaration.

Parcel 5: A non-exclusive, perpetual, easement to use that certain 50 foot wide section of Lot 3B, as shown on the Tract Map, for vehicular and pedestrian ingress and egress purposes from Park Avenue to Lot 5, as shown on the Tract Map.

Parcel B:

Lots 6 and 7 as shown on the map entitled "Park Avenue Subdivision Phase 1" filed for record June 27, 2000 in Book I of Subdivision Maps, page 68, Official Records of El Dorado County

APN: 029-530-15-100 and 029-510-07-100 and 029-510-15-100 and 029-510-06-100 and 029-510-03-100 and 029-510-02-100 and 029-510-11-100 and 029-510-01-100 and 029-470-03-100 and 029-510-12-100 and 029-510-14-100 and 029-470-02-100

