

APR 14/19 - 26 - 301 - 003

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10/01/2007 04:39 PM Deputy: DW

OFFICIAL RECORD

Requested By:

STEWART TITLE

Recorded at the request of, &
after recording please return to:

Genoa Developer Associates, LLC
6900 South McCarran Boulevard
Suite 1010
Reno, Nevada 89509
Attention: Sherry Wagner

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-1007 PG- 0340 RPTT: 0.00



Above Space Reserved for Recording Information

DEED OF TRUST

THIS DEED OF TRUST, is made and delivered as of October 1, 2007, by MONTAÑA HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation ("Trustor"), whose address is 5955 Tyrone Road #1, Reno, Nevada 89502, to STEWART TITLE of NEVADA HOLDINGS, INC., whose office is located at 1663 U.S. Highway 395, Suite 101, Minden, NV 89423 for the benefit and in favor of and GENOA DEVELOPER ASSOCIATES, LLC, a Nevada limited liability company ("Beneficiary").

Trustor hereby IRREVOCABLY GRANTS, CONVEYS AND ASSIGNS unto Trustee, in trust for the benefit of Beneficiary, with power of sale, together with right of entry and possession, the improved real property (the "Property") situated in the unincorporated area of the County of Douglas, State of Nevada, bounded and 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:

Parcel 14A as shown on the Parcel Map LDA 05-022 for Incomparable Holding Company, LLC et al recorded June 21, 2006 in the office of Recorder, Douglas County, Nevada in Book 0606, at Page 7318, as Document No. 677776

TOGETHER WITH: the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust secures all the obligations of Trustor to Beneficiary, including, without limitation, the obligations of Trustor under Trustor's promissory note (the "Note") to Beneficiary dated October 1, 2007 in the principal amount of One Million

Dollars (\$1,000,000) and under the document (the "**Dedication**") entitled *Dedication, Conveyance and Assumption Agreement* dated as of October 1, 2007 (the Note and the Dedication being sometimes hereinafter collectively called the "**Loan Documents**").

If (i) the Property or any part thereof, or any legal or equitable interest therein is sold, conveyed, transferred, leased or alienated by Trustor, whether voluntarily or involuntarily, without the express prior written consent of Beneficiary, which consent Beneficiary may grant or withhold in its sole discretion, irrespective of the date on which the performance of any obligation of Trustor under the Loan Documents matures or becomes due for performance, and/or (ii) any breach or default on the part of Trustor occurs under any obligation of Trustor under the Loan Documents and such breach or default is not completely cured within any applicable grace period (should such a grace period exist), then, at the option of Beneficiary and without demand or notice, all amounts payable under said promissory note shall immediately become due and payable.

Trustor has made and delivered this Deed of Trust FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness evidenced by the Note, including principal, interest and any other amounts payable thereunder; (2) any substitute notes, renewals, reamortizations and extensions of any indebtedness secured by this Deed of Trust; (3) the performance of every obligation and agreement of Trustor contained in or incorporated by the Loan Documents; and (4) the payment of all amounts expended or advanced by Trustee and/or Beneficiary under or pursuant to the terms of this Deed of Trust and/or any of the Loan Documents, together with interest thereon as herein provided.

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. To keep the Property in good condition, working order and repair; not to remove, destroy or suffer the removal or destruction of any building or other improvements or fixtures thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the charter or use of the Property may be reasonably necessary the specific enumerations herein not excluding the general; to observe and perform all obligations of Trustor under any lease of the Property.

2. To provide, maintain and deliver to Beneficiary fire and extended coverage insurance and all other types of insurance of the type and in amounts as Beneficiary may require, with loss payable to Beneficiary. The principal amount of the fire and extended coverage insurance shall be in the minimum amount required for casualty insurance under the Declaration at all times while this Deed of Trust is in effect. Trustor, at the time Trustor delivers this Deed of Trust to Trustee, shall concurrently deliver to Beneficiary a certificate from Trustor's insurance carrier evidencing that the aforesaid coverage is in full force and effect and showing that Beneficiary is named as a loss payee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured

or to the restoration or repair of the Property damaged. If Trustor shall fail to provide satisfactory hazard insurance, the Beneficiary may procure, on Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by Trustor to provide the required coverage, such inability shall constitute an event of default hereunder.

3. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights of powers of Beneficiary or Trustee; Beneficiary or Trustee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Beneficiary's interest therein, in which event Trustor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

4. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

5. To pay the reasonable amount of any attorney's fees, together with costs, incurred by Beneficiary if any obligation secured hereby is referred to an attorney for enforcement of Beneficiary's rights hereunder, or if Beneficiary retains an attorney to advise Beneficiary in connection with this Deed of Trust, or any other agreement related to the indebtedness secured by this Deed of Trust. The fees and costs described herein and elsewhere in this Deed of Trust shall be in addition to those set forth in the loan agreement or any other written agreement between Trustor and Beneficiary.

6. The failure on the part of the Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Trustor, or of Beneficiary's rights hereunder as the result of any sale, agreement to sell, conveyance or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance or alienation at the time of acceptance of such payment.

7. This Deed of Trust 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 any note secured hereby; or, if the note has been pledged, the pledge thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several.

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



9. Beneficiary may, from time to time or at any time, substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the Property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

10. If any one or more of the provisions contained in this Deed of Trust or in any promissory note hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust or said promissory note, but this Deed of Trust and said promissory notes shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

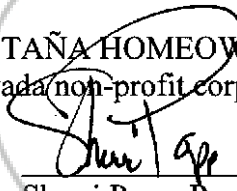
11. The undersigned Trustor agrees that Trustor is entitled only to those notices required by applicable law and requests that a copy of any notice of default and of any notice of sale thereunder be mailed to Trustor at the following address: 5955 Tyrone Road #1, Reno, Nevada 89502.

12. This Deed of Trust may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

TRUSTOR

MONTANA HOMEOWNERS ASSOCIATION,
a Nevada non-profit corporation

By

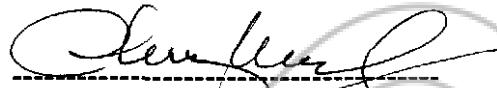


Sherri Pope, President

THE STATE OF NEVADA, COUNTY OF WASHOE IN THE STATE OF, NEVADA

On 9/28, 2007, before me, Sherry A. Wagner, a Notary Public, personally appeared Sherrri Pope, known personally to me (~~or proved to me on the basis of satisfactory evidence~~) to be the persons whose names are subscribed to the within instrument and acknowledged to me that ~~they~~^{she} executed the same in ~~their~~^{her} authorized capacities, and that by ~~their~~^{her} signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



NOTARY PUBLIC/COMMISSIONER OF OATHS
STATE OF NEVADA

(SEAL)

My Commission Expires: June 8, 2009

