

DOC # 802319
05/14/2012 12:52PM Deputy: AR
OFFICIAL RECORD

Requested By:
First American Title - Com
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 18 Fee: \$31.00
BK-512 PG-2911 RPTT: 0.00



Assessor's Parcel Number:

1220-032-01-007 & 1220-03-201-008

Recording Requested By, and
When Recorded Return To:

Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
NCS-535588-ORL

CO-BORROWER AGREEMENT



CO-BORROWER AGREEMENT

THIS CO-BORROWER AGREEMENT is made as of this 14th day of May, 2012, by and between Crestmore Village Apartments Limited Partnership, a Nevada limited partnership (the "Phase I Owner") and Crestmore Village Phase II Limited Partnership, a Nevada limited partnership (the "Phase II Owner") (collectively, the Phase I Owner and the Phase II Owner are referred to herein as the "Owners" and sometimes individually, as an "Owner").

RECITALS

WHEREAS, the Phase I Owner owns the Crestmore Village Apartments property, more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Phase 1");

WHEREAS, the Phase II Owner owns Phase 2 of the Crestmore Village Apartments property, more particularly described on Exhibit B hereto and incorporated herein by this reference ("Phase 2"); and

WHEREAS, the Owners are, together, receiving a loan from NorthMarq Capital, LLC, a Minnesota limited liability company of even date herewith. The Owners are co-borrowers with respect to such loan and each of Phase I and Phase 2 will be pledged to secure the loan. Lender is requiring Owners enter into this Agreement as a condition of such financing.

WHEREAS, the Owners desire to enter into this Agreement to set forth the terms and conditions of their joint financing of Phase 1 and Phase 2.

NOW THEREFORE, in consideration of the Recitals, the covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, and the parties hereto hereby agree as follows:

1. Definitions.

"Agreement" means this Co-Borrower Agreement and any and all amendments thereto.

"Bankrupt Owner" has the meaning set forth in Section 11(a) hereof.

"Bankruptcy Call Notice" has the meaning set forth in Section 11(a) hereof.

"Fair Market Value" has the meaning set forth in Section 11(c) hereof.

"Lender" means NorthMarq Capital, LLC, its successors or assigns .

"Loan" means that certain loan made by Lender to the Owners, jointly and severally, for the refinancing of the Property pursuant to the Loan Documents.

"Loan Documents" means all of the documents evidencing and securing the Loan.



"Person" means an individual, a partnership, a limited liability company, a trust, an estate, an association, a corporation or any other legal entity.

"Property" means that certain real property commonly known as the Crestmore Village Apartments" located in the City of Douglas County, Nevada, as more particularly described on Exhibit D attached hereto.

"Purchase Price" has the meaning set forth in Section 13(b) hereof.

2. Purposes of Agreement. The purpose of this Agreement is to set forth the terms and conditions of the joint financing of the Property, and to provide for the orderly administration of their rights and responsibilities as to each of the Owners and as to others and to delegate authority and responsibility for the intended further, operation and management of the Property.

3. Nature of Relationship Between the Owners.

(a) The Owners do not intend to create a partnership or joint venture with each other by virtue of this Agreement, and no partnership (including, without limitation, a limited partnership or joint venture) shall be deemed to have been created as a result of this Agreement for any purpose. No Owner, by virtue of this Agreement alone, shall be treated as a partner or joint venturer with any other Owner for any purpose whatsoever, including, but not limited to, federal and state income taxes and Section 303 of the Federal Bankruptcy Code, and this Agreement shall not be construed to suggest otherwise. No Owner shall take any action inconsistent with such intent.

(b) The Owners do not intend to create a partnership or joint venture with the Property Manager, either by virtue of this Agreement or the Management Agreement (as hereinafter defined), and no partnership (including, without limitation, a limited partnership or joint venture) shall be deemed to have been created as a result of this Agreement or the Property Management Agreement for any purpose.

(c) Except as expressly provided herein, no Owner is authorized to act as agent for, to act on behalf of, or to do any act that will bind any other Owner or to incur any obligations with respect to the Property.

4. Term of Agreement. This Agreement shall commence as of the date of first written above and shall terminate upon the earlier of (i) such time as the Owners or their successors-in-interest no longer own the Property; (ii) termination of this Agreement by written agreement signed by all of the Owners at that time; and so long as the Loan is outstanding, no termination by agreement shall be effective without the prior written consent of the Lender, or (iii) the release of the mortgage securing the Loan. The bankruptcy, death, dissolution, liquidation, termination, incapacity or adjudication of incompetence of an Owner shall not cause the termination of this Agreement.



5. Names and Addresses of Owners. The names and addresses and telephone numbers of the Owners are set forth on Exhibit C attached hereto. An Owner may change its address or telephone numbers for purposes of this Agreement by providing written notice of the change, to the other Owner and the Lender pursuant to the notice provisions of Section 15(a) hereof.

6. Joint Expenses.

Each Owner has separately contracted with the Property Manager for property management services. The Property Manager shall allocate to Phase 1 or Phase 2 all costs and expenses for Phase 1 and Phase 2 that the Property Manager determines in good faith are directly chargeable to either such Phase. All costs and expenses of the Property that the Property Manager determines in good faith are not directly chargeable to either such Phase shall be allocated to the Owners proportionally.

7. Owners' Obligations. The Owners each agree to perform such acts as may be reasonably necessary to carry out the terms and conditions of this Agreement, including, without limitation, executing documents required in connection with a sale or refinancing of the Property in accordance with this Agreement, and such additional documents as may be required under this Agreement or may be reasonably required to effect the intent of the Owners with respect to the Property or any loans encumbering the Property.

8. Management. Each Owner acknowledges and agrees that Picerne Management Corporation (the "Property Manager"), shall manage the day-to-day operations of Phase 1 and Phase 2 pursuant to the terms and conditions of that certain Management Agreement dated as of January 21, 2000 and that certain Management Agreement dated as of January 21, 2000 (together the "Management Agreement"). The Property Manager shall have the authority to make all expenditures on behalf of the Owners pursuant to budgets approved by each Owner, as set forth in the Management Agreement. If the Management Agreement is terminated, any new or replacement Property Manager and/or Management Agreement must be unanimously approved by the Owners. All Owners hereby irrevocably appoint Robert M. Picerne as the "Manager" of the Owners and appoint Manager as attorney in fact for the Owners with full power and authority to deal with the Lender or any mortgage lender on the Property and all matters regarding the operation, maintenance and management of the Property.

9. Sale, Purchase or Encumbrance of Property.

(a) Unless otherwise provided in this Agreement, any loan encumbering the Property or any modification of any such loan or any sale of the Property (or portion thereof) shall be subject to unanimous approval by the Owners. By their execution hereof, the Owners confirm their approval of the Loan made (or to be made immediately after the execution of this Agreement) by Lender to the Owners, jointly and severally, secured by, among other things, a first priority mortgage on the Property.

(b) No Owner shall encumber or mortgage or grant a security interest in or to its portion of the Property without the prior written consent of the other Owner. No Owner shall



grant, convey or permit all or any of its interest in and to the Property to become subject to any lien of any kind or nature; and each Owner shall promptly discharge any lien which is involuntarily placed on all or any of its interest in and to the Property.

10. Right to Transfer; Right of First Refusal.

(a) Subject to any restrictions imposed by the Lender in the Loan Documents and in Section 10(b) below, each Owner has the right to transfer and/or encumber its portion of the Property ("Interest") without the agreement or approval of any Person.

(b) If, at any time during the term of this Agreement, any Owner (a "Transferring Party") desires to sell, transfer, assign, or convey all or any portion of its Interest to a person or entity who or that is not then an Owner (each, a "Transfer"), the Transferring Party shall deliver to the non-selling Owner written notice of its desire to complete such Transfer together with a fully executed copy of a bona fide written contract (the "Purchase Contract") with the proposed purchaser. In the event of any proposed Transfer, the non-selling Owner or its designated affiliate (the "Non-Transferring Owner") shall have the exclusive right and option to purchase the Transferring Party's Interest (or the portion thereof or interest therein described in the Purchase Contract) on the terms set forth in the Purchase Contract except as provided below, by so notifying the Transferring Party, within fifteen (15) days following receipt of the Transferring Party's notice (the "Response Period"). If Non-Transferring Party does not notify the Transferring Party, within the Response Period, such failure to notify shall be deemed to constitute the election of the Non-Transferring Party not to purchase any of the Interest subject to the Purchase Agreement. If Non-Transferring Party notifies the Transferring Party of its desire to purchase, the Transferring Party shall be bound to complete the Transfer and Non-Transferring Party shall be bound to purchase the Transferring Party's Interest (or any of the Interests described in the Purchase Contract) in accordance with the provisions of the Purchase Contract, and the closing of the purchase shall take place on the later of (a) the date for closing set forth in the Purchase Contract; or (b) thirty (30) days after the Non-Transferring Party has notified the Transferring Party of the exercise of its right to so purchase (the "Purchase Date"). The closing and payment of costs in connection therewith shall be in accordance with the Purchase Contract, as applicable, except that (i) no brokerage fee or commission shall be payable by the Non-Transferring Party and the purchase price shall be reduced accordingly, (ii) the Non-Transferring Party may elect to purchase the Interests of the Transferring Party (or any of the Interests described in the Purchase Contract) for cash despite any provision in the Purchase Contract for financing of such purchase. No such Transfer shall be made at a price less than the price offered to the Non-Transferring Party or otherwise on provisions less favorable to the Transferring Party than were offered to the Non-Transferring Party without first sending to the Non-Transferring Party a new written notice setting forth such new price and/or provisions, in which event the Non-Transferring Party shall have a further fifteen (15)-day Response Period in which to elect to purchase at the new price and/or provisions. If the Transfer to any such proposed purchaser is not consummated within thirty (30) days after the expiration of the time for closing set forth in the Purchase Contract, any Transfer thereafter, whether to the same or any other purchaser, shall be subject to all the above provisions relating to the right of first refusal of the Non-Transferring Party. No failure of the Non-Transferring Party to exercise its right to purchase in any one or more instances shall constitute a waiver of the right of the Non-Transferring Party to purchase at



the time of any subsequent proposed sale, and the Non-Transferring Party shall continue to enjoy such right of first refusal with respect to any and all subsequent proposed sales. The foregoing right of first refusal shall be terminated upon the foreclosure of the Loan.

(c) Subject to any restrictions imposed by the Lender in the Loan Documents, each Owner can sell all or any portion of its Interest to the other Owner or affiliate at any time on such terms and conditions as they may agree; and such sale shall not be deemed to be a Transfer subject to the requirements of Section 10(b) above.

11. Bankruptcy Option.

(a) If, during the term of this Agreement, an Owner is Bankrupt (a "Bankrupt Owner"), the other Owners shall have the right, to be exercised by written notice (a "Bankruptcy Call Notice") to the Bankrupt Owner, to buy all of the Bankrupt Owner's Interest. Upon receipt of the Bankruptcy Call Notice, the Bankrupt Owner shall be obligated to sell to the Owners that exercised their call right hereunder (each, an "Exerciser") and the Exercisers shall be obligated to purchase the Bankrupt Owner's entire Interest (i) the Fair Market Value of the Property (as determined below); minus (ii) the Seller's proportional share of the balance then due to the Lender (determined as if the Property had been sold for an amount equal to its Fair Market Value) and all transactional and closing fees, costs and expenses. The sale of the Interest of the Bankrupt Owner's to the Exerciser(s) shall be closed in the offices of the Property Manager, or such other location as the Bankrupt Owner and the Exerciser(s) shall mutually agree, within thirty (30) days after the Fair Market Value of Property has been determined in accordance with Section 13 above. At the closing, the Exerciser(s) shall pay the Purchase Price to the Bankrupt Owner, either in cash or other immediately available funds, and the Bankrupt Owner shall convey its Interest, by warranty deed, to the Exerciser(s). The foregoing notwithstanding, if the applicable bankruptcy court or applicable bankruptcy rules require that the fair market value of the Interest of the Bankrupt Owner be determined through an alternate valuation method, the parties may agree that such alternate valuation method shall be used to determine the fair market value of the Property that is subject to such court's jurisdiction in lieu of the procedure as required by such court or the applicable rules.

(b) For the purposes of this Agreement, an Owner shall be considered Bankrupt if such Owner: (i) is unable to pay debts as they come due, including any debt associated with the Property; (ii) admits in writing to his or her inability to pay debts as they come due, including any debt associated with the Property; (iii) make a general assignment for the benefit of creditors; (iv) files any petition or answer seeking to adjudicate it bankrupt or insolvent; (v) seeks liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of its debts; (vi) seeks; consents to or acquiesces in the entry of an order for relief or the appointment of a receiver, trustee, custodian, or other similar official or for any substantial part of its property; (vii) the entry of an order for relief or approving a petition for relief or reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation or the filing of any such petition that is not dismissed in ninety (90) days; or (viii)



entry of any order appointing a trustee, custodian, receiver or liquidator of all or any substantial portion of its property, which order is not dismissed within sixty (60) days.

(c) For purposes of this Section, the Fair Market Value of the Property shall be determined by the mutual agreement of the Seller and the Buying Owner, as of the date of the Offer, in accordance with the then-current use of the Property. Such determination shall be based on the fair market value of the Property, with no adjustment for minority, lack of marketability or similar discounts associated with the Interest of the Seller. If the Seller and the Buying Owner are unable to reach agreement as to the Fair Market Value of the Property, the Seller may seek an appraisal of the Property, as of the date of the Offer. In such event, the Fair Market Value of the Property shall be determined by a qualified appraiser acceptable to the Buying Owner, or if the parties cannot agree, either the Seller or the Buying Owner may give written notice to the other proposing a qualified appraiser. If within twenty (20) days thereof, the parties do not agree in writing on such proposed qualified appraiser and are unable during such period to agree in writing to a different qualified appraiser, each party shall designate one qualified appraiser. The two qualified appraisers shall then mutually select and appoint a third qualified appraiser, whose determination of fair market value of the Property shall be rendered as soon as practicable after selection and shall be final and binding. Each of the Seller and the Buying Owner shall be solely responsible for the fees and expenses of any qualified appraiser selected by it and each shall be responsible for one-half of the fees and expenses of any jointly named appraiser. For purposes hereof, a qualified appraiser is any appraiser who (i) is not an affiliate of any party to the transaction for which the appraisal is obtained, (ii) is of recognized standing, and (iii) has not less than five (5) years experience in appraising assets of the type similar to the Property in Douglas County, Nevada.

(d) If under federal bankruptcy law, similar debtor relief laws, or other laws affecting the Property, the option to purchase granted under this Section 14 is voided or declared unenforceable, the Exercisers shall have a right of first refusal to buy the Interest (or any portion thereof) of the Bankrupt Owner in the event of any proposed transfer by a trustee, receiver, conservator, liquidator, guardian, or other transferee. Such right of first refusal shall provide that the Exercisers may buy the Interest (or portion thereof) of the Bankrupt Owner at the same price and on the same terms as such Fractional Interest (or portion thereof) is proposed to be sold by such trustee, receiver, conservator, liquidator, guardian or other transferee.

12. Mutuality, Reciprocity. All provisions, conditions, covenants, restrictions, obligations and agreements contained herein or in the Management Agreement are made for the direct, mutual and reciprocal benefit of each and every part of the Property; shall create mutual, equitable servitudes and burdens upon the respective interests in the Property of each Owner in favor of the interest of every other Owner; shall create reciprocal rights and obligations between the respective Owners; their Interests; and shall, as to each of the Owners operate as covenants for the benefit of the other Owners pursuant to applicable law. It is expressly agreed that each covenant contained herein or in the Management Agreement (i) is for the benefit of and is a burden upon the interests in the Property of each of the Owners, (ii) benefits and is binding upon each owner having any interest therein derived in any manner through any Owner or successor.



13. Subordination to Loan and Loan Documents. The Owners agree that all of the terms and provisions of this Agreement (including, without limitation, the right of first refusal set forth herein) shall at all times be subject and subordinate to the terms and provisions of the Loan Documents evidencing the Loan until such time as the Loan has been paid in full in accordance with the Loan Documents.

14. Lender as Third Party Beneficiary. Each Owner hereby acknowledges and agrees that Lender is a third party beneficiary of this Agreement with full right and authority to enforce each and all of the terms and obligations of this Agreement against any or all of the Owners.

15. Miscellaneous.

(a) Notices. Any and all notices, designations, consents, offers, acceptances, or any other communication provided for herein: (i) shall be in writing, (ii) shall be delivered either in person, by nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt request, and (iii) shall be addressed to each Owner as designated on Exhibit C attached hereto. Each such notice shall be deemed effective at the time personal delivery, one day after delivery to an overnight courier service or upon receipt or refusal when mailed by registered or certified mail.

(b) Invalidity. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted.

(c) Amendment. No change or modification of this Agreement shall be valid unless the same be in writing and signed by all parties hereto, and so long as the Loan is outstanding, unless the prior written consent of the Lender is first obtained.

(d) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the matters set forth herein, and supersedes any prior agreement or understandings among them and it may not be modified or amended in any manner other than as set forth herein.

(e) Interpretation. In interpreting this Agreement, whenever the context so requires the singular shall include the plural and the plural shall include the singular; and pronouns stated in the masculine, the feminine or the neuter gender shall include the masculine, the feminine and the neuter.

(f) Governing Law. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Nevada and any action relating to or arising out of this Agreement shall be litigated in the jurisdiction where the Property is located.

(g) Binding Effect. Each of the Owners, their permitted successors and assigns, their respective heirs, personal representatives, executors, pledges or trustees, are bound by this Agreement and shall execute any instruments and perform acts or refrain from



performing the acts which may be necessary or proper to carry out the intent and purpose of this Agreement.

(h) Indemnification. Each Owner does hereby indemnify and hold the other Owners harmless from any and all claims, demands, liabilities, causes of action or other costs and expenses of any kind or nature including but not limited to the reasonable attorneys' fees and court costs arising out of or in any way relating to (i) any breach or failure to observe or perform this Agreement by such indemnifying Owner and (ii) any obligations from the ownership of the Property that exceed an indemnified Owner's proportionate share of the obligations of the ownership of the Property, including without limitation all obligations under the Loan Documents, as determined by their respective Interests (except as otherwise provided herein).

(i) Waivers. No act of any Owner shall be construed to be a waiver of any provision of this Agreement, unless such waiver is in writing and signed by the Owner affected. Any Owner hereto may specifically waive any breach of this Agreement by any other Owner, but no such waiver shall constitute a continuing waiver of similar or other breaches. So long as the loan is outstanding, no waiver of any provision of this Agreement shall be effective without the prior written consent of Lender.

(j) Further Assurances. Each party hereto agrees to promptly execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement, and to promptly respond to requests for information from any Owner or the Lender.

(k) Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

(l) Attorneys' Fees and Court Costs. If any party to this Agreement shall take any action to enforce this Agreement or bring an action for any relief against the other party, declaratory or otherwise, arising out of this Agreement, the non-prevailing party shall pay to the prevailing party a reasonable sum for attorneys' fees incurred in bringing such suit and/or enforcing any judgment granted herein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

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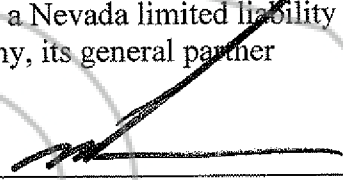


IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above:

CO-BORROWER:

CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, a Nevada limited partnership

By: Picerne Crestmore Village Apartments, L.L.C., a Nevada limited liability company, its general partner

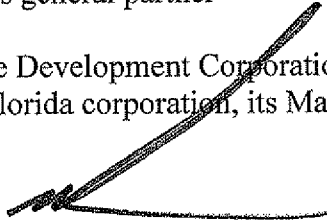
By: 
Robert M. Picerne, Manager

CO-BORROWER

CRESTMORE VILLAGE PHASE II LIMITED PARTNERSHIP, a Nevada limited partnership

By: Picerne Crestmore Village Apartments Phase II, LLC, a Nevada limited liability company, its general partner

By: Picerne Development Corporation of Florida, a Florida corporation, its Manager

By: 
Robert M. Picerne, President



STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

On May 10, 2012, before me, personally appeared Robert M. Picerne, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



Michele Lynne Vice

(Signature of Notary Public)

Michele Lynne Vice

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires: _____

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

On May 10, 2012, before me, personally appeared Robert M. Picerne, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.



Michele Lynne Vice

(Signature of Notary Public)

Michele Lynne Vice

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires: _____



INDEX OF EXHIBITS

Exhibit A – Legal Description of Phase 1

Exhibit B – Legal Description of Phase 2

Exhibit C – List of Owners Names, Addresses and Interests

Exhibit D – Legal Description of Property

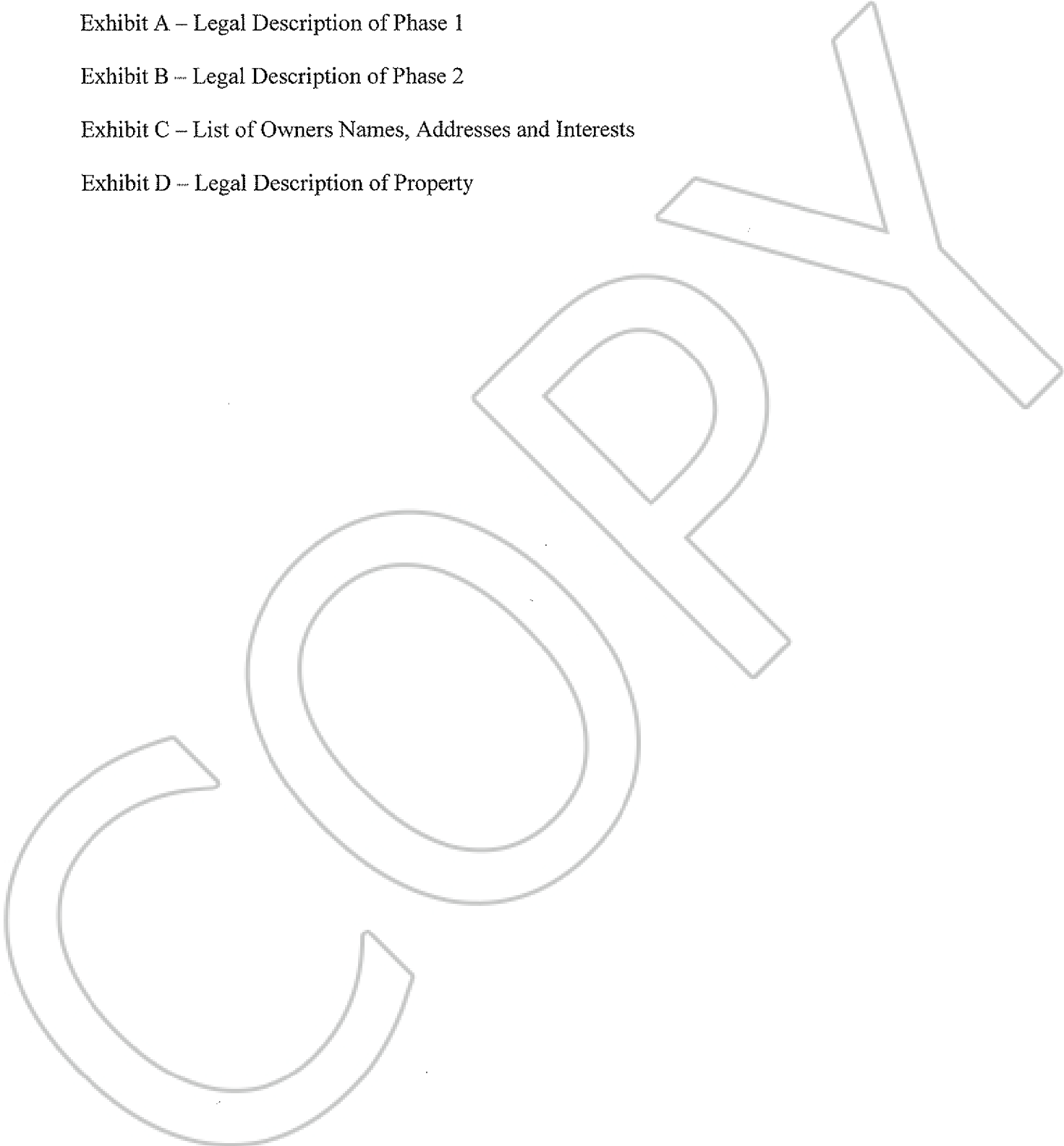




EXHIBIT "A"

Legal Description of Phase 1

PARCEL A

PARCEL 1A

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2D OF PARCEL MAP LDA 00-48 FOR CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, FILED FOR RECORD SEPTEMBER 04, 2001 IN BOOK 901 OF OFFICIAL RECORDS, AT PAGE 65, DOCUMENT NO. 522014.



EXHIBIT "B:

Legal Description of Phase 2

PARCEL 1B

A NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY, AS DESCRIBED IN AND SUBJECT TO THE TERMS OF THAT GRANT OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, ANEVADA LIMITED PARTNERSHIP, AND CRESTMORE VILLAGE APARTMENTS PHASE II LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DATED FEBRUARY 18, 2000, AND RECORDED MARCH 24, 2000, IN OFFICIAL RECORDS BOOK 0300, PAGE 4455, AS DOCUMENT NO. 488529, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 1A ABOVE.

PARCEL B

PARCEL 2A

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1, AS SHOWN ON THE PARCEL MAP FOR HERBIG PROPERTIES LIMITED, RECORDED SEPTEMBER 14, 1999, IN THE OFFICE OF THE RECORDER, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 476559, THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF WATERLOO LANE, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 807.50 FEET, CENTRAL ANGLE OF 47° 52' 49", AN ARC LENGTH OF 674.80 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 26° 58' 30" WEST, 655.34 FEET;

THENCE NORTH 31° 08' 54" WEST, 164.75 FEET;

THENCE SOUTH 54° 40' 31" WEST, 16.61 FEET;

THENCE NORTH 35° 19' 29" WEST, 67.00 FEET;

THENCE NORTH 54° 40' 31" EAST, 122.57 FEET;

THENCE NORTH 00° 21' 36" EAST, 331.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 1;

THENCE ALONG SAID NORTH LINE, SOUTH 89° 19' 44" EAST, 332.71 FEET TO THE POINT OF BEGINNING.

PARCEL 2B

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT TO THE ABOVEDESCRIBED PROPERTY, AS DESCRIBED IN AND SUBJECT TO THE TERMS OF THAT GRANT OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN



CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AND CRESTMORE VILLAGE APARTMENTS PHASE II LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DATED FEBRUARY 18, 2000, AND RECORDED MARCH 24, 2000, IN OFFICIAL RECORDS BOOK 0300, PAGE 4455, AS DOCUMENT NO. 488529, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 2A ABOVE.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 22, 1999, AS DOCUMENT NO. 481240 OF OFFICIAL RECORDS.





EXHIBIT "C"

OWNERS INTERESTS

Owner	Interest
<p><u>Name:</u></p> <p>Crestmore Village Apartments limited partnership, a Nevada limited partnership</p> <p><u>Address:</u></p> <p>247 N. Westmonte Drive Altamonte Springs, FL 32714 (407) 772-0200</p>	<p>Phase I</p>
<p><u>Name:</u></p> <p>Crestmore Village Phase II limited partnership, a Nevada limited partnership</p> <p><u>Address:</u></p> <p>247 N. Westmonte Drive Altamonte Springs, FL 32714 (407) 772-0200</p>	<p>Phase II</p>



EXHIBIT "D"

DESCRIPTION OF PROPERTY

PARCEL A

PARCEL 1A

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2D OF PARCEL MAP LDA 00-48 FOR CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, FILED FOR RECORD SEPTEMBER 04, 2001 IN BOOK 901 OF OFFICIAL RECORDS, AT PAGE 65, DOCUMENT NO. 522014.

PARCEL 1B

A NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT TO THE ABOVE-DESCRIBED PROPERTY, AS DESCRIBED IN AND SUBJECT TO THE TERMS OF THAT GRANT OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AND CRESTMORE VILLAGE APARTMENTS PHASE II LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DATED FEBRUARY 18, 2000, AND RECORDED MARCH 24, 2000, IN OFFICIAL RECORDS BOOK 0300, PAGE 4455, AS DOCUMENT NO. 488529, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 1A ABOVE.

PARCEL B

PARCEL 2A

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 12 NORTH, RANGE 20 EAST, MOUNT DIABLO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF PARCEL 1, AS SHOWN ON THE PARCEL MAP FOR HERBIG PROPERTIES LIMITED, RECORDED SEPTEMBER 14, 1999, IN THE OFFICE OF THE RECORDER, DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 476559, THE POINT OF BEGINNING;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF WATERLOO LANE, ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 807.50 FEET, CENTRAL ANGLE OF 47° 52' 49", AN ARC LENGTH OF 674.80 FEET AND A CHORD BEARING AND LENGTH OF SOUTH 26° 58' 30" WEST, 655.34 FEET;
THENCE NORTH 31° 08' 54" WEST, 164.75 FEET;



THENCE SOUTH 54° 40' 31" WEST, 16.61 FEET;
THENCE NORTH 35° 19' 29" WEST, 67.00 FEET;
THENCE NORTH 54° 40' 31" EAST, 122.57 FEET;
THENCE NORTH 00° 21' 36" EAST, 331.01 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 1;
THENCE ALONG SAID NORTH LINE, SOUTH 89° 19' 44" EAST, 332.71 FEET TO THE POINT OF BEGINNING.

PARCEL 2B

TOGETHER WITH NON-EXCLUSIVE EASEMENT RIGHTS APPURTENANT TO THE ABOVEDESCRIBED PROPERTY, AS DESCRIBED IN AND SUBJECT TO THE TERMS OF THAT GRANT OF RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN CRESTMORE VILLAGE APARTMENTS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, AND CRESTMORE VILLAGE APARTMENTS PHASE II LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP, DATED FEBRUARY 18, 2000, AND RECORDED MARCH 24, 2000, IN OFFICIAL RECORDS BOOK 0300, PAGE 4455, AS DOCUMENT NO. 488529, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. LESS AND EXCEPT THAT PORTION DESCRIBED IN PARCEL 2A ABOVE.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN GRANT, BARGAIN AND SALE DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON NOVEMBER 22, 1999, AS DOCUMENT NO. 481240 OF OFFICIAL RECORDS.

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