

APN No.: 1419-26-311-031; 1419-26-311-032;  
 1419-26-311-033; 1419-26-311-034;  
 1419-26-311-035; 1419-26-311-036;  
 1419-26-311-037; 1419-26-311-038;  
 1419-26-311-039; 1419-26-311-040;  
 1419-26-311-041; 1419-26-311-042;  
 1419-26-311-043; 1419-26-311-044;  
 1419-26-311-045; 1419-26-311-046;  
 1419-26-311-047; 1419-26-311-048;  
 1419-26-311-049; 1419-26-311-050;  
 1419-26-311-051; 1419-26-311-052;  
 1419-26-311-053; 1419-26-311-054;  
 1419-26-311-055; 1419-26-311-056;  
 1419-26-311-057; 1419-26-311-058;  
 1419-26-311-059; 1419-26-311-060;  
 1419-26-311-061; 1419-26-311-062;  
 1419-26-311-063; 1419-26-311-064;  
 1419-26-311-065; 1419-26-311-066;  
 1419-26-311-067; 1419-26-311-068;  
 1419-26-311-069; 1419-26-311-070;  
 1419-26-311-071; 1419-26-311-072;  
 1419-26-311-073; 1419-26-311-074 and  
 1419-26-311-075

Escrow No.: 21024281-COM  
 When Recorded Return to:  
 Gregory K. Cecchi  
 c/o Allied Loan Servicing  
 PO Box 17942  
 Reno, NV 89511

SPACE ABOVE FOR RECORDERS USE

**CONSTRUCTION DEED OF TRUST WITH ASSIGNMENT OF RENTS**  
**(With Acceleration Clause)**  
 (Title of Document)

Please complete Affirmation Statement below:

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

  
 \_\_\_\_\_  
 SIGNATURE

Escrow Agent \_\_\_\_\_  
 TITLE

LORI HENRY

Print Signature This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4

SPACE BELOW FOR RECORDER

RECORDING REQUESTED BY:

Aronowitz Skidmore Lyon  
A Professional Law Corporation

AND WHEN RECORDED MAIL TO:

Allied Loan Servicing  
PO Box 17942  
Reno, NV 89511

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 1419-26-311-031 through  
1419-26-311-075

**CONSTRUCTION DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(With Acceleration Clause)**

This Deed of Trust, made this 15<sup>th</sup> day of February, 2022, between **MOUNTAIN MEADOW ESTATES, LLC**, a Nevada limited liability company, whose address is c/o Carter Hill Homes, LLC, 1625 US Highway 88 STE 102, Minden, NV 89423, herein called **TRUSTOR**, **FIRST CENTENNIAL TITLE CO. OF NEVADA**, whose address is 1450 Ridgeview Dr., Suite 100, Reno, NV 89509, herein called **TRUSTEE**, and **GREGORY K. CECCHI**, an individual, herein called **BENEFICIARY**.

**Witnesseth:** That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to TRUSTEE **IN TRUST, WITH POWER OF SALE**, those certain real properties and improvements thereon located in the county of Douglas, state of Nevada, and more particularly described as:

See "Exhibit A."

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.

**For the Purpose of Securing:**

Performance of the agreement of Trustor for payment of the indebtedness evidenced by one promissory note of even date herewith (the "**Note**"), and any extension or renewal thereof, in the principal sum of **Twenty Million Eight Hundred Ten Thousand Dollars and No/Cents (\$20,810,000.00)** ("**Principal Amount**"), executed by Trustor in favor of Beneficiary.

If, without recorded release from the obligations of this Deed of Trust, the Trustor shall convey or alienate said property or any part thereof or any interest therein or shall be divested of their title in any manner or way, whether voluntary or involuntary any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice shall become due and payable immediately.

**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 enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire 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, and in any suit brought by Beneficiary to foreclose this Deed.

(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.

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 or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That 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 them in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive their right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefor 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 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.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed 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 such reconveyance 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."

(10) That 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 or her 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.

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place 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 such 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.

After deducting all costs, fees and expenses of Trustee and of his Trust, including cost of evidence of title 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 amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named  
Deed of Trust

herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the names of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(13) That 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 owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. 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.

(15) That this Deed of Trust is and will remain in first position and will be superior to any other encumbrances now or hereafter placed on the property.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

**MOUNTAIN MEADOW ESTATES, LLC**



Date: 2/15/2022

By: Carter Hill Homes, LLC  
By: Brandon Hill, Managing Member/President

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

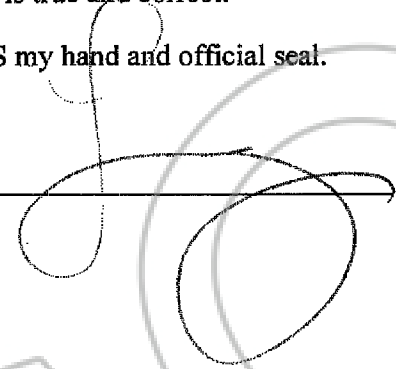
STATE OF Nevada )  
COUNTY OF Washoe ) ss

On February 15, 2022, before me, Lori Henry, a Notary Public, personally appeared Brandon Hill, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**EXHIBIT A**

The Land is described as follows:

**PARCEL 1:**

Lots 31 through 75, inclusive, as shown on the Final Map of a Planned Unit Development DP 18-0201, MOUNTAIN MEADOW ESTATES, filed for record in the Office of the Douglas County Recorder, State of Nevada, on April 14, 2021, as Document No. 2021-965462, Official Records.

Which each lot in Parcel 1 shall have a non-exclusive undivided interest in the following parcels:

**PARCEL 2:**

A sixty foot (60') wide private access and public utility easement as set forth in Grant of Easements recorded May 1, 2006, in Book 506, Page 347, as Document No. 673835, Official Records.

**PARCEL 3:**

A sixty foot (60') wide private access and public utility easement as set forth in Grant of Easements recorded May 1, 2006, in Book 506, Page 377, as Document No. 673836, Official Records.

Parcel ID(s): 1419-26-311-031, 1419-26-311-032, 1419-26-311-033, 1419-26-311-034, 1419-26-311-035, 1419-26-311-036, 1419-26-311-037, 1419-26-311-038, 1419-26-311-039, 1419-26-311-040, 1419-26-311-041, 1419-26-311-042, 1419-26-311-043, 1419-26-311-044, 1419-26-311-045, 1419-26-311-046, 1419-26-311-047, 1419-26-311-048, 1419-26-311-049, 1419-26-311-050, 1419-26-311-051, 1419-26-311-052, 1419-26-311-053, 1419-26-311-054, 1419-26-311-055, 1419-26-311-056, 1419-26-311-057, 1419-26-311-058, 1419-26-311-059, 1419-26-311-060, 1419-26-311-061, 1419-26-311-062, 1419-26-311-063, 1419-26-311-064, 1419-26-311-065, 1419-26-311-066, 1419-26-311-067, 1419-26-311-068, 1419-26-311-069, 1419-26-311-070, 1419-26-311-071, 1419-26-311-072, 1419-26-311-073, 1419-26-311-074, 1419-26-311-075

**REQUEST FOR FULL RECONVEYANCE**

TO ESCROW HOLDER, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes, and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please mail Deed of Trust,  
Note and Reconveyance to:  
\_\_\_\_\_

Do not lose or destroy this DEED OF TRUST or the NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.



**FORM OF LEGAL DESCRIPTION FOR PARTIAL RECONVEYANCES**

The legal description for any partial reconveyances shall be in the following form:

The Land is described as follows:

**PARCEL 1:**

Lot \_\_\_\_, as shown on the Final Map of a Planned Unit Development DP 18-0201, MOUNTAIN MEADOW ESTATES, filed for record in the Office of the Douglas County Recorder, State of Nevada, on April 14, 2021, as Document No. 2021-965462, Official Records.

Along with Lot \_\_\_\_'s interest in the following:

**PARCEL 2:**

A sixty foot (60') wide private access and public utility easement as set forth in Grant of Easements recorded May 1, 2006, in Book 506, Page 347, as Document No. 673835, Official Records.

**PARCEL 3:**

A sixty foot (60') wide private access and public utility easement as set forth in Grant of Easements recorded May 1, 2006, in Book 506, Page 377, as Document No. 673836, Official Records.

Parcel ID: 1419-26-311-0\_\_\_\_