

Recording Requested By:

JACKSON & ABDALAH  
A Professional Corporation

When Recorded, Return To:

JAMES E. JACKSON, ESQ.  
JACKSON & ABDALAH  
A Professional Corporation  
10455 Torre Avenue  
Cupertino, CA 95014

MEMORANDUM OF TRUST AGREEMENT

Memorandum of Trust Agreement dated March 21, 1996,  
between MARION HARDIE, hereinafter called "Settlor", and  
MARION HARDIE, hereinafter called "Trustee".

W I T N E S S E T H ;

WHEREAS, MARION HARDIE has entered into a Trust  
Agreement on March 21, 1996; and

WHEREAS, MARION HARDIE is named therein as Trustee of  
said Trust Agreement; and

WHEREAS, the parties desire to enter into this  
Memorandum of Trust Agreement reciting the terms of said  
Trust.

NOW, THEREFORE, the parties do agree as follows:

1. MARION HARDIE herein agrees that she has entered  
into a Trust Agreement on March 21, 1996, wherein the  
Trustee has the power to distribute to the beneficiaries  
named in the Trust.

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2. That the provisions of said Trust Agreement state that upon the death, resignation, or inability to act of the Trustee, VICKI CLAY LEISSES, shall act as sole Successor Trustee. Upon the death, resignation or inability to act of VICKI CLAY LEISSES, CARYL JEAN MORRISON shall act as sole Successor Trustee. Upon the death, resignation or inability to act of CARYL JEAN MORRISON, HARVEY WAYNE CLAY, JR. shall act as sole Successor Trustee. Upon the death, resignation or inability to act of HARVEY WAYNE CLAY, JR., PATRICIA ANNE CLAY shall act as sole Successor Trustee. No Successor Trustee shall be required to inquire into the accounts of a prior Trustee, and each Successor Trustee shall be held harmless from any acts of a predecessor Trustee.

3. It is further provided therein that the Settlor may convey real and personal property during her lifetime to said Trust Agreement and that the initial Trustee, MARION HARDIE, or the Successor Trustee, shall have the power of sale of any said asset. The Settlor agrees that no real property shall be conveyed to the Trust except by recorded deed to the Trustee herein. Settlor has conveyed the real property set forth in Exhibit A to the Trust.

4. The said Trust Agreement further provides that it may be revoked or modified during the lifetime of the Settlor. The Settlor herein agrees that in the event of any modifications thereto, said modifications shall be attached to the original Trust Agreement and made a part thereof.

IN WITNESS WHEREOF, the parties have hereunto signed  
 this Memorandum of Trust Agreement on March 21, 1996.

SETTLOR:

TRUSTEE:

*Marion Hardie*  
 MARION HARDIE

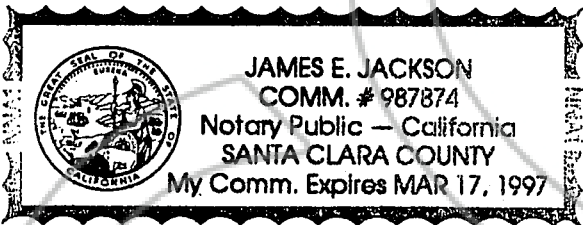
*Marion Hardie*  
 MARION HARDIE

STATE OF CALIFORNIA )  
 ) ss  
 COUNTY OF SANTA CLARA )

On March 21, 1996, before me, James E. Jackson a  
 Notary Public in and for said State, personally appeared  
 MARION HARDIE, 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 she executed the same in her authorized capacity, and  
 that by her signature on the instrument the person, or the  
 entity upon behalf of which the person acted, executed the  
 instrument.

WITNESS my hand and official seal.

*James E. Jackson*  
 Notary Public  
 State of California



## **LEGAL DESCRIPTION**

Real property, Timeshare Estate, located at Tahoe Village Unit No. 3, County of Douglas, State of Nevada, more particularly described as follows:

### **PARCEL ONE:**

An undivided 1/51st interest in and to that certain condominium described as follows:

(a) An undivided 1/20th interest, as tenants-in-common, in and to Lot 32 of Tahoe Village Unit No. 3, Fifth Amended Map, recorded October 29, 1981, as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981, as Document No. 62661, all of Official Records Douglas County, State of Nevada. Except therefrom units 101 to 120 Amended Map and as corrected by said Certificate of Amendment.

(b) Unit No. 101 as shown and defined on said last mentioned map as corrected by said Certificate of Amendment.

### **PARCEL TWO:**

A non-exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22, 1973, as Document No. 63805, records of said county and state, for all those purposes provided for in the Declaration of Covenants, Conditions, and Restrictions recorded January 11, 1973, as Document No. 63681, in Book 173 Page 229 of Official Records and in modification thereof recorded September 28, 1973, as Document No. 69063 in Book 973 page 812 of Official Records and recorded July 2, 1976, as Document No. 1472 in Book 776 Page 87 of Official Records.

### **PARCEL THREE:**

A non-exclusive easement for ingress and egress and recreational purposes and for use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40 and 41 as shown on said Tahoe Village Unit No. 3, Fifth-Amended Map and as corrected by said Certificate of Amendment.

### **PARCEL FOUR:**

(a) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed re-recorded December 8, 1981, as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112, recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East, M.D.M., - and -

(b) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Fifth-Amended Map of Tahoe Village No. 3, recorded October 29, 1981, as Document No. 61612, and amended by Certificate of Amendment recorded November 23, 1981, as Document No. 62661, Official Records, Douglas County, State of Nevada.

### **PARCEL FIVE:**

The Exclusive right to use said UNIT and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel One and Parcels Two, Three, and Four above during ONE "use week" within the SPING/FALL "use season", as said quoted terms are defined in the Declaration of Restrictions, recorded September 17, 1982 as Document No. 71000 of said Official Records.

The above described exclusive and non-exclusive rights may be applied to any available unit in the project, during said use week within said season.

NOTE: For use with First Phase Deeds and Deeds of Trust on Lot 32.

A.P.N. 32-101-22-02

EXHIBIT "A"

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COPY

REQUESTED BY  
Jackron & Abdalah  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

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LINDA SLATER  
RECORDER

\$11.00 PAID 2 DEPUTY

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