

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO:

NAME George Wilkie  
STREET ADDRESS 4153 GEORGE AVE #1  
CITY, STATE & ZIP CODE SAN MATEO, CA. 94403  
TITLE ORDER NO. \_\_\_\_\_ ESCROW NO. \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX \$ #7  
 computed on full value of property conveyed, or  
 computed on full value less liens and encumbrances remaining at time of sale.

Signature of Declarant or Agent Determining Tax \_\_\_\_\_ Firm Name \_\_\_\_\_

Lori Wilkie

(NAME OF GRANTOR(S))

the undersigned grantor(s), for a valuable consideration, receipt of which is hereby acknowledged, do hereby remise, release and forever quitclaim to George Wilkie

(NAME OF GRANTEE(S))

the following described real property in the City of STATELINE, County of DOUGLAS, State of NV:

SEE EXHIBIT A

Assessor's parcel No. 71301-90 (APN 7-130-190)  
Executed on SEPT 28, 1998 at Huntsville AL  
(CITY AND STATE)

STATE OF AL  
COUNTY OF MADISON  
Lori Wilkie

On 9-28-98 before me, VICKIE A. SMITH, Notary Public  
(NAME/TITLE, I.e., "JANE DOE, NOTARY PUBLIC")

personally appeared LORI WILKIE 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.

Vickie A. Smith  
(SIGNATURE OF NOTARY) (SEAL)

MY COMMISSION EXPIRES 6/5/2001

SEAL

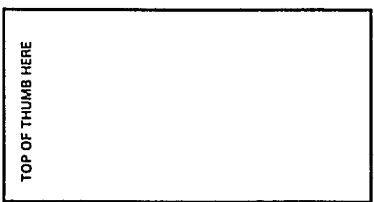
MAIL TAX STATEMENTS TO: \_\_\_\_\_

Before you use this form, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. Wolcotts makes no representation or warranty, express or implied, with respect to the merchantability or fitness of this form for an intended use or purpose.



0451946

BK 1098 PG 3382



- CAPACITY CLAIMED BY SIGNER(S)
- INDIVIDUAL(S)
  - CORPORATE OFFICER(S) \_\_\_\_\_ (TITLES)
  - PARTNER(S)  LIMITED  GENERAL
  - ATTORNEY IN FACT
  - TRUSTEE(S)
  - GUARDIAN/CONSERVATOR
  - OTHER: \_\_\_\_\_

SIGNER IS REPRESENTING: (Name of Person(s) or Entity(ies))

(d) A vote of a majority of the Class A Members to take action to enforce the obligations under the Bond shall be deemed to be the decision of the Association and the Board shall thereafter implement this decision by initiating and pursuing appropriate action.

9.4 **Covenant Not to Encumber.** Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors or assigns shall not encumber the Property after recordation of this Declaration without the vote or written consent of a majority of the Class A Members.

9.5 **Notices.** Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given either when delivered personally at the appropriate address set forth below (in which event, such notice shall be deemed effective only upon such delivery) or 48 hours after deposit of same in any United States post office box in the state to which the notice is addressed, 72 hours after deposit of same in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth below. Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for such Owner appearing in the records of the Association or, if there be none, at the address of the Property. Notices to the Association shall be addressed to the address designated by the Association by written notice to all Owners. Notices to the Managing Agent shall be addressed to the address designated by the Managing Agent by written notice to all Owners. Notices to the Declarant shall be addressed to CAPRI RESORTS, INC., c/o Carl Morrison, 1405 Shorebrook Drive, Seattle, Washington 98166. The addresses and addresses for purposes of this Paragraph 9.5 may be changed by giving written notice. Unless and until such written notice is received, the last address and addressee as stated by written notice or as provided herein, if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

9.6 **Notification of Sale of Interval.** No later than 30 days prior to the sale or transfer of any Interval under circumstances whereby the transferee becomes the Interval Owner thereof, the transferor shall notify the Association in writing and in whatever form, if any, required by the Association of such pending sale or transfer. Such notice shall set forth the name and address of the transferee and transferor, and the date on which sale or transfer is to be consummated. Unless and until such notice is given, the Association shall not be required to recognize the transferee for any purpose, and any action taken by the transferor as an Interval Owner may be recognized by the Association. Prior to receipt of any such notification by the Association or the Managing Agent, any and all communications required or permitted to be given by the Association shall be deemed duly given and made to the transferee if duly and timely made and given to such transferee's transferor.

9.7 **Severability and the Rule Against Perpetuities.** If any provisions of this Declaration, or any section, sentence, clause, phrase or word or the application thereof in any circumstances, shall be held invalid, the validity of such remainder of this Declaration and of the application of such provision, sentence, clause, phrase or word under any other circumstances shall not be affected thereby. If any provision of this Declaration would violate the Rule Against Perpetuities or any other limitation on the duration of the provisions contained herein imposed by law, then such provisions shall be deemed to remain in effect only for the maximum permissible period permitted by law or until 21 years after the death of the last survivor of the now living decedents of former President James E. Carter and of President Ronald Reagan, whichever is later.

9.8 **Successors.** The provisions of this Declaration shall be binding upon all parties having or acquiring any Interval or any right, title or interest therein and shall be for the benefit of each Interval Owner and his heirs, successors and assigns. Each Owner shall be fully discharged and relieved of liability on the covenants herein insofar as such covenants relate to each Interval upon ceasing to own such Interval and paying all sums and performing all obli-

gations hereunder insofar as the same relate to each Interval up to the time his ownership interest terminated.

9.9 **Violation or Nuisance.** Every act or omission whereby any provision of this Declaration, the By-Laws or the Rules and Regulations is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner.

9.10 **Interpretation.** The captions of the ARTICLES, Paragraphs and subparagraphs hereof are for convenience only and shall not be considered to expand, modify or aid in the interpretation, construction or meaning of this Declaration. As used herein the singular shall include the plural and the masculine shall include the feminine and neuter.

9.11 **No Waiver.** The failure to enforce any provision of this Declaration shall not constitute a waiver thereof or of the right to enforce such provision thereafter.

IN WITNESS WHEREOF, the Declarant has hereunto caused this Declaration to be executed this 4th day of February, 1983.

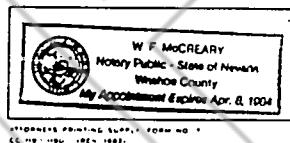
CAPRI RESORTS, INC.  
A Nevada Corporation

By Carl A. Carlson  
Carl A. Carlson, Vice President

Acknowledgment - Corporation

State of Nevada  
County of Douglas  
On this 4<sup>th</sup> day of February in the year 1983, before me W.F. McCreary,  
Notary Public and holder of the office, personally appeared Carl A. Carlson, personally

known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as president (or secretary) or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



W.F. McCreary  
Notary Public for California

## EXHIBIT A

The legal description of the property is as follows:

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

All that certain lot, piece or parcel of land, situate in the County of Douglas, State of Nevada, being a portion of the North 1/2 of the Northwest 1/4 of Section 26 Township 13 North, Range 18 East, M.D.B.&M., described as follows:

Parcel 3, as shown on that amended Parcel Map for John E. Michelsen and Walter Cox recorded February 3, 1981, in Book 281 of Official Records, at page 172, Douglas County, Nevada, as Document No. 53178, said map being an amended map of Parcels 3 and 4 as shown on that certain map for John E. Michelsen and Walter Cox, recorded February 10, 1978, in Book 278 of Official Records at page 591, Douglas County, Nevada, as Document No. 17578.

Assessment Parcel No. 07-130-19-8

**EXHIBIT B**

**CERTIFICATE OF DEDICATION**

(Kingsbury Crossing)

THIS CERTIFICATE is made this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by FIRST COMMERCIAL TITLE, INC., a Nevada corporation, as Trustee of the Kingsbury Crossing Trust, and is made with reference to the following recitals:

A. Trustee is the owner of legal title of that certain real property (the "Property" ) located in the County of Douglas, State of Nevada, comprised of 63 separate living units (each of which is herein called a "Dwelling Unit"). The Property is subject to the covenants, conditions and restrictions contained in that certain Declaration of Timeshare Use executed by CAPRI RESORTS, INC., a Nevada corporation ("Declarant") dated \_\_\_\_\_, 1983, and recorded \_\_\_\_\_, 1983, as Instrument No. \_\_\_\_\_, Official Records of Douglas County, Nevada ("Declaration"), as such Declaration may be amended from time to time.

When Recorded Mail to:

Capri Resorts, Inc.  
P.O. Box 5446  
Stateline, Nevada 89449

Pursuant to Paragraph 1.32 of the Declaration, Declarant has the right to designate which Dwelling Unit will be designated as "Unit" (as defined in the Declaration, which designation shall be evidenced by the recordation of a "Certificate of Dedication". Trustee, as successor-in-interest, is authorized pursuant to Paragraph 1.32 to execute this Certificate.

B. By this Certificate of Dedication, Trustee intends to designate certain of the Dwelling Units as "Units", all as more particularly set forth below:

NOW, THEREFORE, IN FURTHERANCE OF SUCH INTENT, Trustee hereby declares that Dwelling Unit No(s) \_\_\_\_\_ is (are) hereby designated as "Unit(s)". The dedication of the above-referenced Dwelling Units as "Unit(s)" shall be effective upon the recordation hereto and shall continue until such time as the Declaration shall be terminated in accordance with the terms and provisions contained therein or until Trustee (or Declarant after termination of the trust) shall record an instrument revoking such dedication, which instrument shall contain the written consent of the Nevada Division of Real Estate to such revocation.

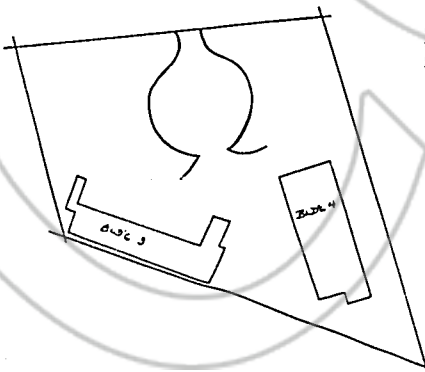
IN WITNESS WHEREOF, Trustee has hereunto caused this certificate to be executed the day and year first above written.

FIRST COMMERCIAL TITLE, INC.,  
a Nevada corporation.

By \_\_\_\_\_

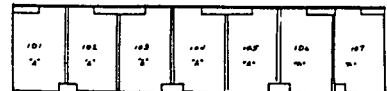
**EXHIBIT C**

**CAPRI RESORTS, INC.**  
**63 DWELLING UNITS**  
**49 "A UNIT TYPES"**  
**14 "B UNIT TYPES"**



07/04/83  
100-221-1153

Exam. C. Aug 20 1983



LOWER FLOOR PLAN BLDG. 11

07/04/83  
100-221-1153

Exam. C. Aug 20 1983

0451946

BK 1098 PG 3384

COPY

REQUESTED BY  
*GW Water proofing*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'98 OCT 16 P4:30

LINDA SLATER  
RECORDER  
\$10<sup>00</sup> PAID *K2* DEPUTY

0451946

BK 1098PG3385