

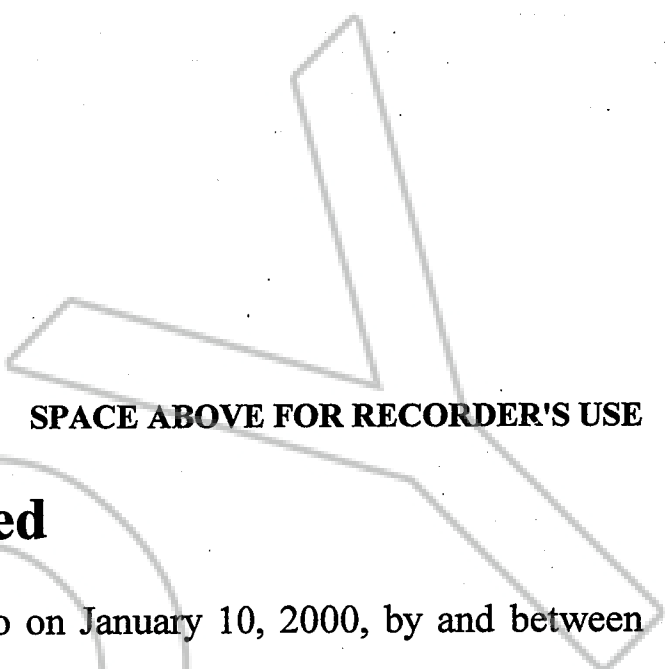
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PREPARED BY:
Coury Macdonald, Esq., Steffan & Macdonald, L.L.C.
4020 University Drive, #207, Fairfax, VA 22030

RETURN TO GRANTEE:
RICHARD R. RIOUX and MARGARET G. RIOUX
11427 Huntsman Drive
Manassas, Virginia 20112

NO TITLE SEARCH PERFORMED:

CONSIDERATION: \$0.00
TAX ID NO.: 34-018-26-72 04-002702



SPACE ABOVE FOR RECORDER'S USE

Warranty Deed

THIS WARRANTY DEED, made and entered into on January 10, 2000, by and between RICHARD R. RIOUX and MARGARET G. RIOUX, **GRANTOR**, and RICHARD R. RIOUX and MARGARET G. RIOUX, Trustees, or their successors in trust, under the RIOUX LIVING TRUST, dated January 10, 2000 and any amendments thereto, **GRANTEE, EITHER OF WHOM MAY ACT**. GRANTEE's address is 11427 Huntsman Drive, Manassas, Virginia 20112. The property being conveyed herein is known as The Ridge Tahoe, Tahoe Village, Unit 3, Douglas County, Nevada.

WITNESSETH

NOW, THEREFORE, that in and for consideration of the conveyance made hereby, the consideration received therefor by the Grantor and other good and valuable consideration paid by the Grantee to the Grantor, including Zero Dollars (\$0.00) cash in hand paid, the receipt of which is hereby acknowledged, the said **GRANTOR**, subject to the matters herein, does hereby bargain, sell, grant, transfer and convey with **GENERAL WARRANTY OF TITLE**, unto the **GRANTEE** all that certain tract or parcel of land, in **FEE SIMPLE ABSOLUTE**, together with all buildings and improvements thereon and privileges and appurtenances thereto belonging, situated, lying and being in Douglas

County, State of Nevada, and particularly described as follows:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION, which Exhibit is attached hereto and made a part hereof by reference thereto, and which property has been platted among the land records of Douglas County, State of Nevada; and

BEING THAT same property acquired by Grantor by Deed dated September 8, 1998 and recorded in Deed Book 988 at Page 4869.

Grantor is the sole beneficiary for life of the Trust held by the Trustees herein.

This conveyance is made expressly subject to the easements, conditions, restrictions and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property hereby conveyed which have not expired by a limitation of time contained therein or have not otherwise become ineffective (the "Real Estate").

TO HAVE AND TO HOLD unto the Grantee, or his or her successors, in trust, with full power and authority to protect and conserve the Real Estate; to sell, contract to sell, and to grant options to purchase the Real Estate, or any part thereof, and any right, title and interest therein on any terms; to exchange the Real Estate or any part thereof for any and other real or personal property upon any terms; to convey the Real Estate or any part thereof by deed or other conveyance to any grantee, with or without consideration; to mortgage, pledge, or otherwise encumber or refi the property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Real Estate or any part thereof from time to time for any period of time, for any rental and upon any other terms and conditions (whether or not extending beyond the term of the Trust); to release, convey, or assign any other right, title or interest of the Trustee whatsoever in and to the Real Estate or any part thereof. All authority, power and discretion herein granted to the Trustee may be exercised by any of the Trustees, individually, without the consent of any other Trustee, with the same

effect as if exercised jointly by all the Trustees. No party dealing with the Trustee, or successor Trustees, in relation to said Real Estate in any manner whatsoever, and, without limiting the foregoing, no party to whom the said Real Estate or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obligated to see to the application of any purchase money, rent or money borrowed, or otherwise advanced on the interest of the Trustee in the Real Estate; required to see that the terms of the Trust have been complied with; obligated to inquire into the authority, necessity or expediency of any act of the Trustee; or privileged to inquire into any of the terms of the Trust.

Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Real Estate shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder that at the time of delivery of such instrument the Trust was in full force and effect; that such instrument was duly executed in accordance with the terms and conditions of the Trust and is binding upon all beneficiaries thereunder; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; that any successor Trustee has been properly appointed and is fully vested with all the title, estate, rights, powers, duties and obligations of their predecessor in trust. The Trustee shall have no individual liability or obligation whatsoever arising from their ownership, as Trustee, of legal title to the Real Estate, or with respect to any act done or contract entered into or indebtedness incurred by him or her in dealing with the Real Estate, or in otherwise acting as Trustee hereunder.

The interest of every beneficiary hereunder and under the Trust, and of all persons claiming under any of them, shall be only in the earnings, income and proceeds arising from the rental, sale or other disposition of the Real Estate. Such interest is hereby declared to be personal property, and no

beneficiary hereunder and under the Trust shall have any right, title or interest, legal or equitable, in or to the Real Estate, as such, but only in the earnings, income and proceeds thereof as provided in the Trust. This Deed and the conveyance hereunder are governed by and to be read and construed with reference to Section 55-17.1 of the Code of Virginia (1950) (the "Code"), as amended as of the date hereof. The Trustees herein shall have the powers set forth in Section 64.1-57 of the Code, which section is hereby incorporated herein by reference.

WITNESS the following signature and seal:

Richard R. Rioux
RICHARD R. RIOUX

Margaret G. Rioux
MARGARET G. RIOUX

STATE OF VIRGINIA

CITY/COUNTY OF ~~FAIRFAX~~ Prince William)

To-Wit:

The foregoing instrument was acknowledged before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, on this January 10, 2000 by RICHARD R. RIOUX and MARGARET G. RIOUX, Trustees and Trustees.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6-30-03

SEAL

AN ALTERNATE YEAR TIMESHARE ESTATE COMPRISED OF:

PARCEL ONE:

An undivided 1/102nd interest in and to that certain condominium as follows:

- (A) An undivided 1/38th interest as tenants-in-common, in and to Lot 34 of Tahoe Village Unit No. 3 as shown on the Eighth Amended Map, recorded as Document No. 156903 of Official Records of Douglas County, State of Nevada. Except therefrom Units 001 to 038 as shown and defined on that certain Condominium Plan recorded June 22, 1987 as Document No. 156903 of Official Records of Douglas County, State of Nevada.
- (B) Unit No. 018 as shown and defined on said Condominium Plan.

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 the modifications 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 the use and enjoyment and incidental purposes over, on and through Lots 29, 39, 40, and 41 as shown on Tahoe Village Unit No. 3 - Seventh Amended Map, recorded April 9, 1986 as Document No. 133178 of Official Records of Douglas County, State of Nevada for all those purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, State of Nevada.

PARCEL FOUR:

- (A) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments in deed 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, - and -
- (B) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Seventh Amended Map of Tahoe Village No. 3, recorded April 9, 1986, as Document No. 133178 of Official Records, Douglas County, State of Nevada.

PARCEL FIVE:

The exclusive right to use a unit of the same Unit Type as described in the Amended Declaration of Annexation of Phase Three Establishing Phase Four, recorded on June 22, 1987, as Document No. 156904 of Official Records of Douglas County, in which an interest is hereby conveyed in subparagraph (B) of Parcel One, 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 for all of the purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Ridge Tahoe, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, during ONE alternate use week during ODD numbered years within the "PRIME season", as said quoted term is defined in the Amended Declaration of Annexation of Phase Three Establishing Phase Four, and is defined in the Fourth Amended and Restated Declaration of Timeshare Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984 as Document No. 96758 of Official Records, as amended.

The above described exclusive rights may be applied to any available unit of the same Unit Type on Lot 34 during said alternate use week within said "use season".

A Portion of APN 42-261-18

0496783

BK0700PG5086

COPY

REQUESTED BY
Stephan & Mac Donald,
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
LLC.

2000 JUL 31 AM 11:05

LINDA SLATER
RECORDER

\$12.⁰⁰ PAID AS DEPUTY

0496783

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