APN # 023-32 <u>3-111</u>

REQUESTED BY

TST

IN OFFICIAL RECORDS OF
DOUGLAS CO., MEVADA

2004 JUN 29 PM 1:56

WERNER CHRISTEN RECORDER

s 17 PAID JOEPUTY

Recording Requested by:

Name ROBERT MCINTYRE

Address 1591 VENICE DR.

City/State/Zip SOUTH LAKE TAHOE, CA 96150

IRREVOCABLE POWER OF ATTORNEY REGARDING TRANSFER OF (Title of Document)
RESIDENTIAL UNITS

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS, OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or printed.

0617457 BK 0604 PG 14338 FROM-COLDWELL NKER

A-1018

Recording requested by and when recorded mail to:

BOB MC INTILE
1691 VENICE DRIVE
SO.LAKE TAHOE, CA. 96150
{Purchaser}
{Purchaser's Address}

IRREVOCABLE POWER-OF-ATTORNEY REGARDING TRANSFER OF RESIDENTIAL UNITS

THIS IRREVOCABLE POWER-OF-ATTORNEY REGARDING TRANSFER OF UNITS ("Power-of-Attorney") is made as of the <u>28</u> day of <u>MARCH</u> 2004 ("Effective Date"), by and between MEADOW BROOK ASSOCIATES, LP, a Nevada limited partnership ("Seller") and <u>BOB</u> <u>MCLUTYRE</u> ("Purchaser").

WHEREAS, Seller is the owner of that certain real property located in the County of Douglas, State of Nevada, commonly known as Assessor's Parcel No. 1318-22-002-003 (the "Sending Parcel").

WHEREAS, appurtenant to the Sending Parcel are / Residential Units (the "Units"), as defined in the Tahoe Regional Planning Agency ("TRPA") Code of Ordinances

WHEREAS, Seller has conveyed the Units to Purchaser pursuant to that certain Agreement for Purchase and Sale of Residential Units dated MARCH 28 2004.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Seller hereby appoints Purchaser as agent ("Agent") of Seller solely for the limited purposes of transferring the Units or any portion thereof to an appropriate receiving parcel(s) designated by Purchaser and approved by TRPA. Agent is authorized and empowered to execute on behalf of Seller, from time to time, (i) ail declarations of covenants, conditions, and restrictions pertaining to the Units in the form required by TRPA and approved by both TRPA and Seller, and (ii) TRPA applications and other documents reasonably required by TRPA to transfer of the Units from the Sending Parcel to appropriate receiving parcel(s) designated by Purchaser and approved by TRPA.

Seller and Purchaser have agreed the Units may remain banked on the Sending Parcel until transferred to a receiving parcel(s) designated by Purchaser and approved by TRPA, but in no event for longer than <u>MARCH</u> 28., 200 P. Seller has agreed, among other things, not to encumber the Units in any manner (except in favor of Purchaser) and to cooperate in all reasonable ways to facilitate transfer of the Units off the Sending Parcel as required by Purchaser.

The rights and restrictions set forth herein shall be deemed covenants running with the land or as equitable servitudes, as the case may be, shall constitute benefits and burdens to the Sending Parcel, and shall be binding on Seller, its assignees, and all persons acquiring or owning any interest in the Sending Parcel.

This Power-of-Attorney may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Power-of-Attorney effective as of date first set forth above.

SELLER:

MEADOW BROOK ASSOCIATES LP a Nevada limited partnership

By: Lake Vista Apartments, LLC a Nevada limited liability company Its: General Partner

y: 6.1

G. Randy Zane
Its: Managing Member

PURCHASER:

RobeRT d. MCINTYRI

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESS, OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

^		State of <u>CA</u> } SS. County of <u>EL</u> <u>Dosado</u> }
personally y evidence) to be the and acknowledged to ity(ies), and that by	ribed to the within instrument and his/her/their authorized capacity	On 3-30-04 Diant Musser appeared Robert D. personally known to me (or proved to person(s)) whose name(s) is/are subsome that he/she executed the same in
Jusse	ent.	his/her signature(s) on the instrument person(s) acted, executed the instrum WITNESS my hand and office DIANE MUSSER Commission #1310418 Notary Public • Callfornia El Dorado County My Comm. Expires June 24, 2005
Fore me,	, 200 4 , befor	State of Nevada } SS. County of Douglas } SS. On fail 13
evidence) to be the nd acknowledged to ty(ies), and that by	ibed to the within instrument and his/her/their authorized capacity the person(s), or the entity upon be	appeared <u>G. Randy</u> personally known to me (or proved to person(s) whose name(s) is/are subsc me that he/she executed the same in his/her signature(s) on the instrument person(s) acted, executed the instrument
	Notary's Signature	A. KALAMARAS Notary Public - State of Nevada Appointment Recorded in Douglas Co. No: 00-60942-5 Exp. March 1, 2008