

Pt. of
APN#: 1318-15-823-008

MAIL TAX STATEMENTS TO:

Residence Club at South Shore Association, Inc.
c/o Trendwest Resorts, Inc.
11601 Willows Road
Redmond, WA 98052
Attention: Director of Resort Operations

Owner No.: 96002008
Escrow No: _____
Sale Price: \$ 61,269.30
Transfer Tax: \$ 239.85

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 NOV 16 PM 1:06

WERNER CHRISTEN
RECORDER

s/lb PAID DEPUTY

GRANT, BARGAIN, SALE DEED

Robert Cohen and Christie Cohen Husband and Wife, as Community Property ("Grantor") does hereby GRANT, BARGAIN, SELL AND CONVEY to Trendwest Resorts Inc., an Oregon corporation, whose address is 11601 Willows Rd., Redmond, WA 98052 ("Grantee"), for the sum of Sixty One Thousand Two Hundred Sixty Nine Dollars and 30/100 (\$61269.30) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, the real property and interests situated in the County of Douglas, State of Nevada, described as follows:

Fractional Interest Letter **B** consisting of an undivided one-thirteenth (1/13th) ownership interest as tenant in common in Residence Club Unit No. 14204 contained within South Shore, a Nevada condominium project, as identified and established in the Condominium Plat of South Shore, a Commercial Subdivision recorded on December 5, 2002 in Book 1202 at Page 2181, as Document No. 559872 in the office of the County Recorder for Douglas County, State of Nevada, as further described in the Declaration of Condominium – South Shore recorded on December 5, 2002 in Book 1202 at Page 2182 as Document No. 559873 together with the undivided interest in the Common Elements appurtenant to said Fractional Interest, and together with the exclusive right to possession and occupancy of such Residence Club Unit during certain Occupancy Periods in accordance with the Declaration of Covenants, Conditions, Easements and Restrictions for the Residence Club at South Shore recorded on December 5, 2002 in Book 1202 at Page 2217, as Document No. 559874.

TOGETHER with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

1. All general and special taxes for the fiscal year 2004-2005.
2. All of the terms, provisions, conditions, rights, privileges, obligations, easements, liens and limitations on title set forth in the above-described Declarations.
3. Such other covenants, conditions, restrictions, reservations, rights, rights of way, easements and other matters of record, if any, which may now affect the above-described property.

Covenants made hereby by Grantee shall inure to the benefit of Grantor and the Owners of all Fractional Interests in the Project and Residence Club heretofore or hereafter conveyed by Grantor.

GRANTEE, by acceptance hereof and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and comply with all of the covenants, terms, and provisions set forth in the aforesaid Declarations and the rules and regulations made thereunder, including, but not limited to, the obligation to make payment of all assessments as provided for therein. Grantee further waives the common law right as a co-tenant to nonexclusive occupancy of the Project, and acknowledges that ownership of the Fractional Interest conveyed hereby authorizes and entitles Grantee to occupy the Residence Club Unit only in accordance with the Residence Club Declaration, the exhibits thereto, and any other rules and regulations promulgated under the Residence Club Declaration. Grantee acknowledges that Grantee may not subdivide the Fractional Interest or the Residence Club Unit.

GRANTEE, or any other person or entity acquiring any right, lien, title or interest in the Project, shall NOT seek or obtain through any legal procedures, judicial partition of the Project or sale of the Project in lieu of partition. All rights that Grantee might otherwise have as a tenant in common in real property, including but not limited to, the right to possess the commonly held property equally with all other co-tenants, are waived and are subordinate to the terms of the Condominium Declaration and the Residence Club Declaration.

GRANTEE, by accepting this Deed, acknowledges that Grantee is a member of the Condominium Association and the Residence Club Association. Each membership therein shall be appurtenant to Grantee's Fractional Interest and shall be transferred automatically by conveyance of such Fractional Interest. Ownership of such Fractional Interest cannot be separated from the membership in the Condominium Association and the Residence Club Association appurtenant thereto, except as otherwise provided by the Condominium Declaration and the Residence Club Declaration. Any devise, encumbrance, conveyance or other disposition, respectively, of such Fractional Interest shall include Grantee's membership in the Condominium Association and the Residence Club Association and rights appurtenant thereto, whether or not specifically named in the instrument of transfer.

All Owners and their heirs, designees, successors and assigns covenant with Grantor and with each other that no Owner has the power to execute any instrument, or take any action which will encumber the entire Fractional Interest of any other Owner, and that this covenant is hereby incorporated by reference in all future conveyances of the subject property and runs with the land.

Unless otherwise provided herein, all capitalized terms used in this Grant, Bargain, Sale Deed shall have the meanings set forth in the Residence Club Declaration.

The person who signs this deed hereby certifies that this deed and the transfer represented thereby was duly authorized by the Grantor.

GRANTOR:

Robert S. Cohen
Christie A. Cohen

Robert S. Cohen
Christie A. Cohen

STATE OF NEVADA)

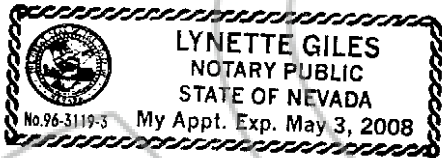
: ss.

COUNTY OF Carson City)

This instrument was acknowledged before me by Robert S. Cohen & Christie A. Cohen on this 2nd day of September, 2004.

Lynette Giles
Notary Public

My commission expires: 5-3-08



Filed at the request of and return to:

Trendwest Resorts, Inc.
ATTN: Contract Administration
3655 131st Ave. SE, 4th Floor
Bellevue, WA 98006