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OFFICIAL RECORD
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HOLIDAY TRANSFER

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0705 PG- 9020 RPTT: 0.00



Recording Requested By Elizabeth Carpenter
And when recorded please return to me at the address below

✓ Name: Holiday Transfer Services

Address: 3605 Airport Way South, Suite 200

City/State/Zip: Seattle, WA 98134

Real Property Transfer Tax: \$7.80

Special Power of Attorney

(Title of Document)

This page added to provide additional information required by NRS111.312 Sections1-2

This Document Prepared By and
When Recorded Return To:
Elizabeth Carpenter
The Holiday Transfer Services
3605 Airport Way South, Suite 200
Seattle, Washington 98134

SPECIAL POWER OF ATTORNEY

I/We, **SHIRLEY STENSHOEL**, hereby designate **HOLIDAY RESALES INC.**, or any officer, agent, or assign of **HOLIDAY RESALES INC.**, as attorney-in fact.

1. Effectiveness and Duration.

This special power of attorney is effective immediately. This special power of attorney will remain effective until earlier of **JANUARY 27, 2006** or upon closing of the sale of my timeshare interest in **RIDGE TAHOE, THE** (the "Timeshare") as more particularly described on the attached Exhibit A, unless sooner revoked.

2. Revocation.

If I have given a copy of this special power of attorney to my attorney-in-fact, then I may revoke this power of attorney by written notice mailed or delivered to my attorney -in-fact. Otherwise, I may revoke this power of attorney at any time by executing a written document to that effect, but notice of such revocation need not be given to my attorney-in-fact.

3. Specific Authority.

My attorney-in-fact, as a fiduciary, shall have the authority to sell, assign, exchange, convey with or without covenants, quitclaim, or otherwise dispose of; to contract or agree for the disposal of; to contract or agree for the disposal of; or in any manner deal in and with my interest in the Timeshare, and may make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver any instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in furtherance of the sale of the Timeshare, upon such terms and conditions as my said attorney-in-fact shall think proper. In addition, my attorney-in-fact shall have the authority to contact the resort, Management Company, rental office, Exchange Company, or such other entity that manages the Timeshare for reservation, banking, or other information regarding the ownership status or usage of the Timeshare.

4. Ratification and Indemnity

I hereby ratify all that my attorney-in-fact shall lawfully do or cause to be done by virtue of this document, and I shall hold harmless and indemnify my attorney-in-fact from all liability for acts done in good faith.

5. Parties Bound

I declare that any act or thing lawfully done hereunder by my attorney-in-fact shall be binding on me, my heirs and devisees, my legal and personal representatives, and assigns.

6. Reliance on Photocopy.

Third parties shall be entitled to rely upon a photocopy of the signed original hereof as opposed to a certified copy of the same.

7. Applicable Law

This special power of attorney and the rights and obligations herein will be interpreted and construed under the laws of the applicable to contracts made and to be performed in the among residents of that state.



In witness of this, I have signed on Feb 10, 2005.

Shirley Stenshoel
(Signature)
SHIRLEY STENSHOEL

(Signature)

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) ss.

I certify that I know or have satisfactory evidence that SHIRLEY STENSHOEL is/are the person(s) who appeared before me, and said person(s) acknowledged that they/he/she signed this instrument and acknowledged it to be their/his/her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 10th February 2005

[Signature]
(Notary Signature)

Print Name: PRANEETA SHARMA
NOTARY PUBLIC for the State of CALIFORNIA, residing at SAN MATEO

My appointment expires: SEP 7 2005

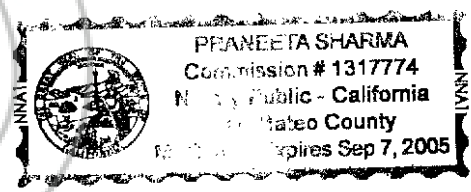


EXHIBIT "A"

A Timeshare estate comprised of:

PARCEL 1:

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

- A. An undivided 1/20th interest as tenants-in-common, in and to Lot 37 of Tahoe Village Unit No. 3 as shown on the Fifth Amended Map, recorded October 29, 1981 as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981, as Document 62661, all of Official Records of Douglas County, State of Nevada. Except therefrom Units 121 to 140 as shown and defined on that certain Condominium Plan recorded as recorded August 20, 1982, as Document No. 70305 of Official Records
- B. Unit No. 138 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. 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 A 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 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 alternate "use week" during Odd numbered years during Swing use season", as said quoted terms are defined 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, State of Nevada.

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

