DOC # 0657959
10/17/2005 11:55 AM Deputy: KLJ
OFFICIAL RECORD
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HOLIDAY TRANSFER

Douglas County - NV Werner Christen - Recorder

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17.00



APN: 1319-30-644-078

THIS DOCUMENT PREPARED BY

ANNA PATENT AND

WHEN RECORDED RETURN TO:

VName: <u>Holiday Transfer Services</u>

Address: 3605 Airport Way South, Suite 200

City/State/Zip: Seattle, WA 98134

Real Property Transfer Tax: \$19.50

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: Anna Patent The Holiday Transfer Services 3605 Airport Way South, Suite 200 Seattle, Washington 98134

# SPECIAL POWER OF ATTORNEY

I/We, Wayne E. Foley and Ann E. Foley, 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 June 6, 2006 or upon closing of the sale of my timeshare interest in Ridge Pointe Resort (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.

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In witness of this, I have signed on 4/10/	05
	ann E. Doley Signature) ANN E. Foley
STATE OF Washington ) ss.  COUNTY OF King )  I certify that I know or have satisfactory evidence	that Wanne E. Folen
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: 6/10/05	Print Name: Domano Gracional NOTARY PUBLIC for the State of
F. NELSO	ty for my
ON 12-04 P. T. OF WASHINGTON	My appointment expires:

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Hol ID: 33471

### EXHIBIT 'A'

# A TIMESHARE ESTATE COMPRISED OF:

### PARCEL 1:

An undivided 1/51<sup>st</sup> interest in and to that certain condominium as follows:

- (A) An undivided 1/106<sup>th</sup> interest as tenants-in-common, in and to Lot 37 as shown on Tahoe Village Unit No. 3-10<sup>th</sup> Amended Map. Recorded September 21, 1990 as Document No. 235008, Official Records of Douglas County, State of Nevada. Except therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (Inclusive) as shown and defined on that certain Condominium Plan recorded as Document No. 182057, Official Records of Douglas County, State of Nevada.
- (B) Unit No. 169 as shown and defined on said Condominium Plan.

## PARCEL 2:

- (A) a non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe developments in deed re-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 M.D.B. & M. and
- (B) An easement for ingress, egress and public utility purposes, 32' wide, the centerlines 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, and State of Nevada.

## PARCEL 3:

A non-exclusive right to use the real property known as "Common Areas" as shown on Tahoe Village Unit No. 3-10<sup>th</sup> Amended Map, Recorded September 21, 1990 as Document No. 235008 of Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, Range 19 East, M.D.B. & M. 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 modifications thereof; (1) recorded September 28, 1973, as Document No. 69063 in Book 973 Page 812 of Official Records; (2) recorded July 2, 1976, as Document No. 1472 in Book 776 Page 87 of Official Records; and (3) recorded July 26, 1989, as Document No. 207446, in Book 789, Page 3011.

# PARCEL 4:

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, 30, 35, 39, 40 and 41 as shown on Tahoe Village Unit No. 3-10<sup>th</sup> Amended Map, Recorded September 21, 1990 as Document No. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, Range 19 East M.D.M. & M. 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 and as amended from time to time of Official Records of Douglas County, State of Nevada.

#### PARCEL 5:

The exclusive right to use any UNIT of the same Unit Type as described in the Declaration of Annexation of The Ridge Tahoe Phase Five recorded August 18, 1988, as Document No. 184461 of Official Records of Douglas the Douglas County, in which as 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 use week with the <u>PRIME</u> season, as said quoted term is defined in the Declaration of Annexation of The Ridge Tahoe Phase Five.

The above described exclusive right may be applied to any available unit of the same Unit Type on Lot 37 during said use week within said "use season".

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