



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, **Peter B. Bartlett** and **Regina J. Bartlett**, hereby designate **HOLIDAY TRANSFER INC.**, or any officer, agent, or assign of **HOLIDAY TRANSFER 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, 2007** or upon closing of the sale of my timeshare interest in **Ridge Tahoe** (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 8/26/06
(date)

Peter B. Bartlett
(Signature)
Peter B. Bartlett

Regina J. Bartlett
(Signature)
Regina J. Bartlett

STATE OF VERMONT)
COUNTY OF ALBEMARLE) ss.

I certify that I know or have satisfactory evidence that PETER B. BARTLETT
AND REGINA J. BARTLETT 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: 8-26-06

Signature [Signature]
Print Name: SUSAN E MANTON
NOTARY PUBLIC for the State of
VERMONT residing at
1900 RAIL FILL CNT.
CHICOLET, VT 05201
My appointment expires:
11-30-09



SEAL

LEGAL DESCRIPTION
EXHIBIT A

A Timeshare Estate Comprised of:

Parcel One:

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 33 of Tahoe Village Unit No. 3 Fifth Amended Map, recorded October 29, 1981, as Document No. 61612 as corrected by Certificate of Amendment recorded November 23, 1981, as Document No. 62661, all of Official Records Douglas County, State of Nevada, Excepting therefrom Units 121 to 140 on said Amended Map and as corrected by said Certificate of Amendment.
- (b) Unit No. 127 as shown and defined on said last mentioned map as corrected by said Certificate of Amendment,

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, in the Official 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 modification 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 said Tahoe Village Unit No. 3, Fifth Amended Map and as corrected by said Certificate of Amendment.

Parcel Four:

- (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.M., and
- (b) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Fifth Amended Map of Tahoe Village No. 3, recorded October 29, 1981, as Document No. 61612, and amended by Certificate of Amendment recorded November 23, 1981, as Document No. 62661, 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 Parcel Two, Three and Four above, during ONE alternate use week during even/odd numbered year; within the ODD-SUMMER use season, as said terms are 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.