APN: 1318-15-822-007

RPTT: \$ Mail Tax Statement to: Keith and Anita Kenyon 501 Mount Holvoke Pacific Palisades, CA 90272

Recording Requested by and When recorded return to: Inventory Control Elite Resort Transfers, LLC 205 E. Central Blvd., Suite 500D Orlando, FL 32801 Owner No. 96002053 MTR092908-26TA

DOC 12/01/2008 01:52 PM Deputy: OFFICIAL RECORD Requested By: ELITE RESORT TRANSFERS LLC

> Douglas County - NV Karen Ellison - Recorder

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BK-1208



16.00

1.95

GRANT, BARGAIN, AND SALE DEED

Kenneth V. Dole and Carolyn S. Dole, Trusties of Settlors & Trusties Trust dated March 29, whose Post Office Address is 2275 Greer Road, Palo Alto, CA 94303, ("Grantor"), does hereby GRANT, BARGAIN, SELL AND CONVEY to Keith Kenyon and Anita Kenyon, Husband and Wife, whose Post Office address is 501 Mount Holyoke, Pacific Palisades, CA 90272, ("Grantee"), for a consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledge, the real property and

Fractional Interest Letter F consisting of an undivided one-thirteenth (1/13th) ownership interest as tenant in common in Residence Club Unit No. 12301 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, 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.

This property is a portion of that property conveyed to the within Grantor by Deed of Trendwest Resorts, Inc., an Oregon Corporation dated June 20, 2004, recorded August 12, 2004, and recorded in Deed Book 0804, page 4740 in the Office of the County Recorder for Douglas County, State of Nevada.

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

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:

- 1. All general and special taxes for the current year and subsequent years.
- 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, lights, 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.

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 cotenants, 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 f9rth in the Residence Club Declaration.

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IN WITNESS WHEREOF, this instrument has been executed as of this __!is+" day of October , 2008. Signed in the Presence of: Witness # 1 Sign Here Kenneth V. Dole Trustee 2275 Greer Road Palo Alto, CA 94303 Witness # 2 Sign Here Carolyn S. Dole Trustee 2275 Greer Road _Kakloor Palo Alto, CA 94303 NOTARY CALIFORNIA STATE OF COUNTY OF Santa _, 2008, before me, DAPINDER BHAGRATH, Notary Public On this personally appeared Kenneth V. Dole and Carolyn S. Dole Trusties of Settlors & Trusties Trust dated March 29 personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. DAPINDER BHAGRATH COMM, #1545593 NOTARY PUBLIC - CALIFORNIA SANTA CLARA COUNTY My Commission Expires:

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