DOC # 760572
03/22/2010 02:53PM Deputy: GB
 OFFICIAL RECORD
 Requested By:
STEWART TITLE OF NEVADA
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 6 Fee: 69.00
BK-310 PG-4712 RPTT: 0.00

A Portion of APN: See Exhibit "A"

When recorded mail to: Stewart Title of Nevada Holdings Inc. 1070 Caughlin Crossing Reno, NV 89519

Ridge View Group 3-11

FCL NO. & Interval No. See Exhibit "A"

# NOTICE OF DEFAULT AND ELECTION TO SELL UNDER CLAIM OF LIEN FOR UNPAID ASSESSMENTS

### IMPORTANT NOTICE

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally 35 days following recording and mailing of this Notice to the time share owner or to his successor in interest. No Sale date may be set within sixty (60) days from the date of recordation of this Notice of Default and Election to Sell under Claim of Lien for unpaid Assessments and the mailing of a copy of this Notice, (which date of recordation appears on this notice):

The amount is See Exhibit "A" as of January 10, 2008, and will increase until your account becomes current.

While your property is in foreclosure, you must still pay other obligations (such as taxes) required by the Covenants, Conditions and Restrictions. If you fail to make future assessment payments, pay taxes on the property, or pay other obligations as required by the Covenants, Conditions and Restrictions, the Association may insist that you do so in order to reinstate your account in good standing.

Upon your written request, the Association will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and the Association may mutually agree in writing prior to the time the notice of sale is posted to, among other things (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in this paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and the Association permits a longer period, you have only the legal right to stop the sale of property by paying the entire amount demanded by the Association



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To find out the amount you must pay or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Resorts West
P.O. Box 5721
Stateline, NV 89449
Phone: 775-588-3553 Ext.:1810

## REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE is hereby given to: See Exhibit "A", the record owner of the herein described time share interest, that Stewart Title of Nevada Holdings Inc., a Nevada Corporation is the duly appointed Authorized Agent to undertake the non-judicial sale of the herein described time share interest, pursuant to the Notice of Lien Claim dated March 31, 2009 and April 1, 2009.

WHEREAS, THE RIDGE VIEW PROPERTY OWNERS' ASSOCIATION is granted under the Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Crest ('Declaration'), recorded on December 21, 1984, as Document No. 111558 in Book 1284, Page 1993 Official Records, Douglas County, Nevada, a lien in its favor with the power of sale, to secure payment to THE RIDGE VIEW PROPERTY OWNERS' ASSOCIATION of any and all assessments made pursuant to said Declaration; and

That the Notice of Lien Claim secures certain assessments, special assessments together with any interest, penalties, costs, attorney fees, foreclosure fees and costs in favor of the Association and was recorded on the April 23, 2009 as Document No. See Exhibit "A", in Book No. See Exhibit "A", Page No. See Exhibit "A" in the Official Records of Douglas County, Nevada.

That the time share interest covered herein is described on Exhibit "B" attached hereto and made a part hereof.

NOTICE IS FURTHER GIVEN that a default has occurred on the assessments as described in said Notice of Lien Claim and that payment has not been made and that by reason thereof, the Association has directed the authorized agent to record this notice of Default and Election to Sell under Claim of Lien for unpaid Assessments and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to use the trust property to be sold to satisfy the obligations secured thereby.

The sale of all said Exhibit 'B' time share interest will not occur if payment of the total of all outstanding assessments is made, together with payment of costs, fees and expenses incident to the making good of the efficiency in payment, if paid within 90 days following the day upon which this Notice of Default and Election to Sell is recorded in the Office of the County Recorded in which the property is located and a copy of the Notice of Default and Election to Sell is mailed by certified mail with postage prepaid to the owner of the Exhibit 'A' real property.

MAR 1 9 2010

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Dated:

THE RIDGE VIEW PROPERTY OWNERS' ASSOCIATION, a Nevada non-profit corporation By: Resort Realty LLC, a Nevada limited liability company, its Attorney in Fact

Marc B. Preston, Authorized Signature

State of Nevada

County of Douglas )

MAR 1 9 2010

This instrument was acknowledged before me on \_\_\_\_\_ by Marc B. Preston the authorized signer of Resort Realty LLC, a Nevada limited liability company as Attorney in Fact for The Ridge View Owners' Association, a Nevada non-profit corporation.

Notary Public

Notary Public, State of Nevada Appointment No. 06-109217-5 My Appo. Expires Oct. 6, 2010



maes

Laura A. Banks Notary Public, State of Nevada Appointment No. 06-109217-5 My Appt. Expires Oct. 6, 2010

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Exhibit "A" Ridge View - 3-11	Interest	\$87.91 \$82.99
	Delq. Assmnts	\$839.00 \$645.00
	Use Year D	Summer Winter
	Unit No.	9 0
	Cot #	20
	APN No. Lot # Unit No.	010
	Undiv. Int.	1/24 1/24
	Owner of Record	Jennifer Martin Jack R. Meisner and Kristin Marie Meisner
	Page	5787 5808
,	Book	409
	Doc No.	741858 741865
	Interval No.	500191001 500105202
	FCL No.	1016002



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#### EXHIBIT "A"

(50)

A timeshare estate comprised of:

Parcel 1: An undivided 1/51st interest in and to that certain condominium described as follows:

- (A) An undivided 1/24<sup>th</sup> interest as tenants in common, in and to the Common Area of Lot 50, Tahoe Village Unit No. 1, as designated on the Seventh Amended Map of Tahoe Village Unit No. 1, recorded on April 14, 1982, as Document No. 66828, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on Record of Survey of Boundary Line Adjustment map recorded March 4, 1985, in Book 385, Page 160, of Official Records of Douglas County, Nevada, as Document No. 114254.
- (B) Unit No. 010 as shown and defined on said Seventh Amended Map of Tahoe Village, Unit No. 1.

Parcel 2: a non-exclusive easement for ingress and egress and for use and enjoyment and incidental purposes over and on and through the Common Areas of Tahoe Village Unit No. 1, as set forth on said Ninth Amended Map of Tahoe Village, Unit No. 1, recorded on September 21, 1990, in Book 990, at Page 2906, as Document No. 235007, Official Records of Douglas County, State of Nevada.

Parcel 3: the exclusive right to use said condominium unit and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel 1, and Parcel 2 above during one "use week" within the "Winter use season" as said quoted terms are defined in the Declaration of Covenants, Conditions and Restrictions, recorded on December 21, 1984, in Book 1284, Page 1993, as Document No. 111558 of said Official Records, and Amended by instrument recorded March 13, 1985, in Book 385, Page 961, of Official Records, as Document No. 114670. The above described exclusive and non-exclusive rights may be applied to any available unit in the project during said "use week" in said above mentioned "use season".

A Portion of APN: 1319-30-519-010



### **EXHIBIT "A"**

(50)

A timeshare estate comprised of:

Parcel 1: An undivided 1/51st interest in and to that certain condominium described as follows:

- (A) An undivided 1/24<sup>th</sup> interest as tenants in common, in and to the Common Area of Lot 50, Tahoe Village Unit No. 1, as designated on the Seventh Amended Map of Tahoe Village Unit No. 1, recorded on April 14, 1982, as Document No. 66828, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on Record of Survey of Boundary Line Adjustment map recorded March 4, 1985, in Book 385, Page 160, of Official Records of Douglas County, Nevada, as Document No. 114254.
- (B) Unit No. 019 as shown and defined on said Seventh Amended Map of Tahoe Village, Unit No. 1.

Parcel 2: a non-exclusive easement for ingress and egress and for use and enjoyment and incidental purposes over and on and through the Common Areas of Tahoe Village Unit No. 1, as set forth on said Ninth Amended Map of Tahoe Village, Unit No. 1, recorded on September 21, 1990, in Book 990, at Page 2906, as Document No. 235007, Official Records of Douglas County, State of Nevada.

Parcel 3: the exclusive right to use said condominium unit and the non-exclusive right to use the real property referred to in subparagraph (a) of Parcel 1, and Parcel 2 above during one "use week" within the "Summer use season" as said quoted terms are defined in the Declaration of Covenants, Conditions and Restrictions, recorded on December 21, 1984, in Book 1284, Page 1993, as Document No. 111558 of said Official Records, and Amended by instrument recorded March 13, 1985, in Book 385, Page 961, of Official Records, as Document No. 114670. The above described exclusive and non-exclusive rights may be applied to any available unit in the project during said "use week" in said above mentioned "use season".

A Portion of APN: 1319-30-519-019