

APN: 1319-30-614-003

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: 16.00
BK-0610 PG-1601 RPTT: 0.00

**RECORDING REQUESTED BY and
AFTER RECORDING MAIL THIS
DECLARATION TO:**

Rachelle J. Nicolle Ltd.
Attorney at Law
1662 Highway 395, Suite 214
Minden, NV 89423



I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. *(Per NRS 239B.030)*

**DECLARATION OF HOMESTEAD
BY TRUSTEES OF TRUST (PERSONAL LIVING TRUST)**

We, BRYAN W. WAGNER and RACHELLE J. NICOLLE, Trustees of the NICOLLE-WAGNER FAMILY TRUST, U/D/T AUGUST 15, 2000, do individually and severally certify and declare that BRYAN W. WAGNER and RACHELLE J. NICOLLE are residing in the dwelling, land and premises located at 758 Milky Way, Unit C, Stateline, NV 89449, and more particularly described as follows:

See "Exhibit A", attached hereto
Legal See "Exhibit Two" Special Warranty Deed for Verbiage attached hereto.
A.P.N. 131930614003

I claim the land and premises hereinabove described, together with the dwelling house thereon, and its appurtenances, (or the described mobile home) as a homestead.

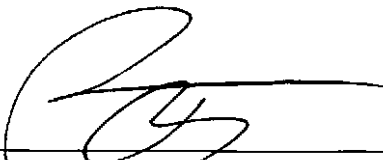
(Mark One)

- No former Declaration of Homestead has been made by me.
 This Declaration of Homestead constitutes an abandonment of any former Declaration of Homestead I may have made in this or in any other state.

MAIL TAX STATEMENTS TO:

Bryan W. Wagner
PO Box 742
Zephyr Cove, NV 89448

IN WITNESS WHEREOF, we have hereunder set our hands on 6-7-2010.



BRYAN W. WAGNER, TRUSTEE

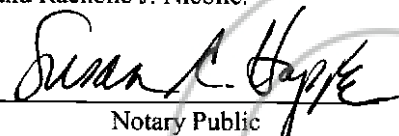


RACHELLE J. NICOLLE, TRUSTEE

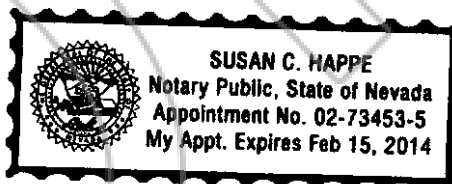
Acknowledgment

State of Nevada)
County of Douglas)

This instrument was acknowledged before me on June 7, 2010, by Bryan W. Wagner and Rachelle J. Nicolle.



Notary Public



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EXHIBIT "A"
Legal Description

All that certain real property situate in the County of Douglas, State of NEVADA, described as follows:

Unit C, as set forth on the Condominium Map of Lot 10 of Second Amended Map of TAHOE VILLAGE UNIT NO. 2, recorded February 2, 1979, as Document No. 29640, Official Records of Douglas County, State of Nevada and Third Amended Map, recorded August 14, 1979, as Document No. 35555

TOGETHER WITH an undivided 1/8th interest in and to that portion designated as Common Area as set forth on the Condominium Map of Lot 10 of Second Amended Map of Tahoe Village Unit No. 2, recorded February 2, 1979, as Document No. 29640, Official Records of Douglas County, State of Nevada.

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SPECIAL WARRANTY DEED
Exhibit "Two"

"Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise."

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- (1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that effect the Property and any portion(s) thereof;
- (5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to changes(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.