

DOC # 792649  
11/15/2011 01:25PM Deputy: SG  
**OFFICIAL RECORD**  
Requested By:  
**Preferred Transfers**  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: \$17.00  
BK-1111 PG-3310 RPTT: 0.00



Prepared by and return to:  
Preferred Transfer, LLC  
855 Trosper Rd. Suite 108-322  
Tumwater, WA 98512  
File 53039

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RECORDING COVER PAGE

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Title of Document: **Limited Durable Power of Attorney**

Date of Document: 10/23/1999  
Grantor(s): Anita Agnes Neely  
Grantee(s): **Donald Leroy Neely**

Legal Description:

SEE ATTACHED EXHIBIT "A"



LIMITED DURABLE POWER OF ATTORNEY  
AUTHORIZING TRANSFER OF ASSETS  
TO REVOCABLE LIVING TRUST

APN: 40-360-12 > 1319-30-528-005  
40-360-09 > 1319-30-528-002

TO WHOM IT MAY CONCERN:

ANITA AGNES NEELY ("Principal" herein), presently a resident of Santa Clara County, California, hereby appoints DONALD LEROY NEELY, presently a resident of Santa Clara County, California, as the Principal's true and lawful attorney-in-fact (agent) for the Principal and in the Principal's name, place and stead:

1. To make additions and transfer assets to any and all living revocable trusts of which the Principal is a settlor.

2. To prepare or arrange to have prepared, execute and file any tax returns (or other tax documents, including a power of attorney) for the Principal, including without limitation any federal or state income tax returns or gift tax returns, and to exercise options and elections and claim exemptions on such returns under the applicable tax laws; and to pay, contest, and compromise taxes, penalties, and assessments upon the Principal's property or income and any other taxes payable or claimed to be payable by the Principal.

3. The agent's signature under the authority granted in this power of attorney may be accepted by any third party or organization with the same force and effect as if the Principal were personally present and acting on the Principal's own behalf. No person or organization who relies on the agent's authority under this instrument shall incur any liability to the Principal, the Principal's estate, heirs, successors, or assigns, because of reliance on this instrument.

4. The Principal's estate, heirs, successors, and assigns shall be bound by the agent's acts under this power of attorney.

5. This power of attorney shall not be affected by the principal's subsequent disability or incapacity.

6. If for any reason the agent designated above in this durable power of attorney is unwilling or unable to continue to serve, the following persons are designated and appointed to serve as successor agent in his or her place, such persons to serve in the order listed below:

A. First Alternate Agent: JEFF ZUVICICH



B. Second Alternate Agent: CINDY McCLURE

Third parties who deal with any successor agent shall be entitled to rely on the original power of attorney instrument.

Executed on Oct 23, 1999, at Cupertino, California.

Anita Agnes Neely  
ANITA AGNES NEELY

STATE OF CALIFORNIA     )  
  ) SS.  
COUNTY OF Santa Clara

On Oct 23, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared ANITA AGNES NEELY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature P. Dozier  
P. Dozier

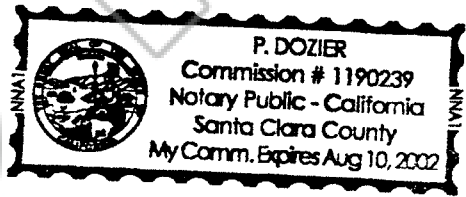




EXHIBIT "A"

(Sierra 05)

05-034-30-02

A timeshare estate comprised of:

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

(A) An undivided 1/6<sup>th</sup> interest as tenants in common, in and to the Common Area of Lot 21 of Tahoe Village Unit No. 1, as shown on the map recorded December 27, 1983, as Document No. 93406, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of Boundary Line Adjustment Map recorded April 21, 1986, as Document No. 133713, Official Records of Douglas County, State of Nevada

(B) Unit No. B1 as shown and defined on said condominium map recorded as Document No. 93406, Official Records of Douglas County, State of Nevada.

PARCEL 2: A non-exclusive easement for ingress and egress and for the use and enjoyment and incidental purposes over, on and through the Common Area as set forth in said condominium map recorded as Document No. 93406, Official Records of Douglas County, State of Nevada, and as said Common Area is shown on the Record of Survey of Boundary Line Adjustment Map recorded as Document No. 133713, Official Records of Douglas County, State of Nevada.

PARCEL 3: An exclusive right to the use of a 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 PRIME "use season" as that term is defined in the Second Amended and Restated Declaration of Timeshare Covenants, Conditions and Restrictions for the Ridge Sierra recorded as Document No. 183661, and as Amended by that certain Addendum recorded as Document No. 184444, Official Records, Douglas County, State of Nevada (the "CC&R's"). The above described exclusive and non-exclusive rights may be applied to any available unit in The Ridge Sierra project during said "USE WEEK" in the above referenced "use season" as more fully set forth in the CC&R's.