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OFFICIAL RECORD
Requested By:

VIN

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00
BK-412 PG-2886 RPTT: 0.00



APN: 1319-30-720-001 PTN

Recording requested by: Gregory E. Lippincott
and when recorded Mail To:
Timeshare Closing Services, Inc.
8545 Commodity Circle
Orlando, FL 32819

Escrow# 73011912013A

Mail Tax Statements To: Haynes Family Holdings, LLC, 123 West 1st Street, Suite 675,
Casper, Wyoming 82601

Limited Power of Attorney

**Gregory E. Lippincott and Constance L. Lippincott, whose address
is 8545 Commodity Circle, Orlando, FL 32819, "Grantor"**

Hereby Grant(s) Power of Attorney To:

John Hutchinson

Document Date: 3/16/12

**The following described real property, situated in Douglas County,
State of Nevada, known as Ridge Tahoe , which is more particularly
described in Exhibit "A" attached hereto and by this reference made
a part hereof.**



Prepared By: Gregory E. Lippincott

and Return To:

Timeshare Closing Services
8545 Commodity Circle
Orlando, Florida 32819

RESORT NAME:

Ridge Tahoe

Limited Durable Power of Attorney

Know all men by these presents: That the undersigned, ("**Grantor(s)**") being of legal age, **do(es) hereby constitute and appoint John Hutchinson ("Grantee")** also of legal age, as Grantor(s) true and lawful attorney-in-fact for and on behalf and in Grantor(s) name, place and stead to do any and all of the following acts:

To perform any and all acts necessary to convey the real and personal property legally described in the attached **Exhibit A** and made a part hereof ("property"). This power includes, but is not limited to, contacting the resort on Grantor(s) behalf, contacting the resort and/or management company for the resort and/or contacting the vacation club and/or membership and/or management company for the vacation club and/or membership, as applicable, for any purpose including, but not limited to, obtaining the following: any owner documents; copies of all declarations of condominium and any amendments; copies of all By-Laws of the condominium and any amendments; copies of all rules and regulations of the condominium and any amendments; copies of all documents establishing the resort and/or timeshare and any amendments; copies of all By Laws of the resort and/or timeshare and any amendments; copies of all rules and regulations of the resort and/or timeshare and any amendments; copies of all documents establishing the cooperative and any amendments; copies of all By Laws of the cooperative and any amendments; copies of all rules and regulations of the cooperative and any amendments; copies of all leases as to my interest in the cooperative; copies of all documents establishing the vacation club and/or membership and any amendments; copies of all By-Laws of the vacation club and/or membership and any amendments; copies of all rules and regulations of the vacation club and/or membership and any amendments; and/or copies of all leases as to my interest in the vacation club and/or membership. This power also includes, but is not limited to, contacting the resort on Grantor(s) behalf and making inquiries into the status of accounts and/or obtaining statements of the accounting and/or budgets and/or annual reports affecting this property, changing the address of record, obtaining information related to the property, making reservations, banking or depositing weeks, points or any other usage, ordering death certificates, collecting proceeds, paying expenses, executing any and all documents, notarial, affidavit or otherwise related to the property, in the names as written below or in other form, engaging legal counsel at no cost to Grantor for any issues related to the property, and all other issues that are deemed necessary in Grantee's discretion to carry out the transfer of said property. This power shall not be affected by the disability of the Grantor(s). Grantee has the power to perform all and every act and thing fully and to the same extent as the Grantor(s) could do if personally present, with full power of substitution and revocation, including but not limited to transferring, selling, conveying, assigning or gifting the property.

(Grantor(s) initials)



And the Grantor(s) do(es) hereby ratify and confirm all whatsoever that the said attorney-in-fact or duly appointed substitute shall do or cause to be done by virtue of the powers hereby granted.

IN WITNESS WHEREOF, this instrument has been executed as of this 16th day of March, 2012.

TR. CONE

Witness Signature # 1

Print Name: TRAVIS CONE

GRANTOR(S)

Gregory E. Lippincott

Grantor Signature

Print Name: Gregory E. Lippincott

Renee Keester

Witness Signature # 2

Print Name: Renee Keester

Constance L. Lippincott

Grantor Signature

Print Name: Constance L. Lippincott

State of California)

County of Inyo)

On March 16, 2012, before me, Denise M. Hayden Notary Public, personally appeared Gregory E. Lippincott and Constance L. Lippincott, who 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) in the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

* Type of evidence Provided: DRIVERS LICENSE

WITNESS my hand and official seal

SIGNATURE

Denise M. Hayden

Notary Public

NOTARY SEAL

COMMISSION EXPIRES: 10-25-14

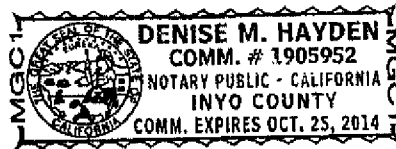




Exhibit "A"

File number: 73011912013A

TOGETHER with the tenants, hereditaments and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof;

SUBJECT TO any and all matters of record, including taxes, assessments, easements, oil and mineral reservations and leases, if any, rights of way, agreements and the Fourth Amended and Restated Declaration of Timeshare Covenants, Conditions and Restrictions dated January 30, 1984 and recorded February 14, 1984, as Document No. 96758, Book 284, Page 5202, Official Records of Douglas County, Nevada, as amended from time to time, and which Declaration is incorporated herein by this reference as if the same were fully set forth herein;

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements and improvements as follows:

(A) An undivided 1/20th interest as tenants-in-common, in and to Lot 32 of Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 101 through 120 (inclusive) as shown on 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; and (B) Unit No. 105 as shown and defined on said last mentioned map as corrected by said certificate of Amendment; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended and described in the Recitation of Easements Affecting The Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declaration; with the exclusive right to use said interest in Lots 31, 32 or 33 only, for one week every other year in Odd - numbered years in the Swing "Season" as defined in and in accordance with said Declaration.