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OFFICIAL RECORD

Requested By:  
Northern Nevada Title CC  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: \$42.00  
BK-812 PG-6684 RPTT: 0.00



The undersigned hereby affirms that this document submitted for recording does not contain the Social Security number of any person or persons (NRS 239B.030)  
NORTHERN NEVADA TITLE COMPANY

By: *Tamara Waller*

Print Name/Title: Tamara Waller/Title Officer

APN: 1319-30-530-005  
ORDER NO.: 1097018-LI

FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT: LIMITED POWER OF ATTORNEY

WHEN RECORDED MAIL TO:

2010-3 SFR Venture REO, LLC  
5032 Parkway Plaza Blvd.  
Charlotte, NC 28217



## LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is made in connection with Section 2.2 of that certain Servicing Agreement (the "Servicing Agreement"), by and between RoundPoint Mortgage Servicing Corporation, a Florida corporation ("Servicer"), and SFR 2010-3 Acquisition LLC, a Florida limited liability company ("Manager"), dated as of November 30, 2010. Capitalized terms used but not defined herein shall have the respective meaning ascribed thereto in the Servicing Agreement.

2010-3 SFR Venture, LLC, a Delaware limited liability Company (the "Company") through a single purpose entity that is wholly owned by the Company named 2010-3 SFR Venture REO, LLC (the "Ownership Entity") holds certain Acquired Property and REO Property. Manager has the authority and responsibility to manage such Acquired Property and REO Property for the Company and Ownership Entity as the appointed manager the Company. The Company is the sole member and manager of the Ownership Entity and as the managing member has designated certain officers who have the authority to exercise the powers and duties of the managing member pursuant to the Ownership Entity's Operating Agreement, dated January 3, 2011.

Servicer, pursuant to the Servicing Agreement, has agreed to service, administer, manage, operate, lease, sell or dispose such Acquired Property and REO Property for the benefit of Manager, the Company and the Ownership Entity.

In order for Servicer to perform its obligations under the Servicing Agreement with respect to the servicing, administration, management, operation, leasing, selling or disposition of the Acquired Property and REO Property for the benefit of Manager, the Company and the Ownership Entity, Manager, the Company, the Ownership Entity and Servicer agree that it is necessary for the Ownership Entity to execute and deliver this Limited Power of Attorney.

Ownership Entity hereby makes, constitutes and appoints Servicer, for Ownership Entity's benefit and in Ownership Entity's name, place, and stead, Ownership Entity's true and lawful attorney-in-fact to perform all acts and execute all documents on its behalf as may be customary, necessary and appropriate in connection with Servicer's performance of the servicing, management and administrative obligations set forth in the Servicing Agreement with respect to the Acquired Property and REO Property, subject to the terms and conditions set forth in the Servicing Agreement, including the Servicing Standard as set forth in the Servicing Agreement, and hereby does ratify and confirm to all that the attorney-in-fact hereunder shall lawfully do or cause to be done by authority hereof.

Nothing herein shall give the attorney-in-fact hereunder the right or power to negotiate or settle any suit, counterclaim or action against Manager, the Ownership Entity or the Company. Ownership Entity shall have no obligation to inspect or review any agreement or other document or item executed by the attorney-in-fact hereunder on behalf of Ownership Entity pursuant to this Limited Power of Attorney and as such, the attorney-in-fact hereunder expressly acknowledges that Ownership Entity is relying upon such attorney-in-fact to undertake any and all necessary procedures to confirm the accuracy of any such agreement, document or other item.



Any third party may rely upon a copy of this Limited Power of Attorney, to the same extent as if it were an original, and shall be entitled to rely on a writing signed by the attorney-in-fact hereunder to establish conclusively the identity of a particular right, power, capacity, asset, liability, obligation, property, loan or commitment of such attorney-in-fact for all purposes of this Limited Power of Attorney.

No attorney-in-fact hereunder shall be obligated to furnish a bond or other security in connection with its actions hereunder.

Ownership Entity authorizes Servicer, by and through any of its directors or officers, or any other employee who is duly authorized by Servicer as attorney-in-fact appointed hereunder to certify, deliver and/or record copies and originals of this Limited Power of Attorney.

This Limited Power of Attorney shall be effective from November 30, 2010 and shall remain in full force and effect as a limited and revocable power of attorney, which may be revoked at anytime in writing by Ownership Entity or its successors or assigns, until the date on which the Servicer ceases to act as Servicer under the Servicing Agreement.

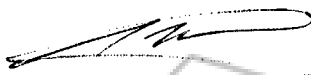
If any provision of this Limited Power of Attorney shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of each of the other provisions hereof shall not be affected thereby.

[Signature Page Follows]



IN WITNESS WHEREOF, Ownership Entity has caused this Limited Power of Attorney to be executed and subscribed in its name as of October 27, 2011.

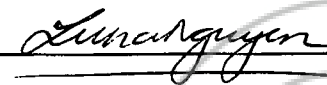
2010-3 SFR VENTURE REO, LLC

By:   
Name: Salvatore Russo  
Title: Vice President

WITNESS:

By:   
Name: Jake Guier

WITNESS:

By:   
Name: Luna Nguyen

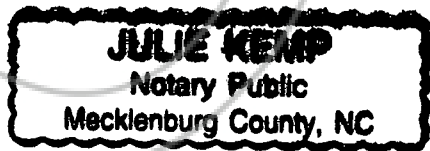
STATE OF NORTH CAROLINA)

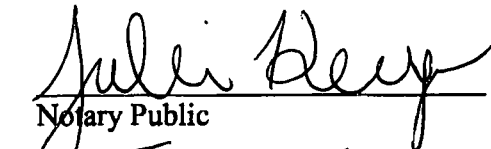
) ss

COUNTY OF MECKLENBURG )

On October 27, 2011 before me personally appeared Salvatore Russo, known to me to be a Vice President of 2010-3 SFR Venture REO, LLC, that executed the preceding Limited Power of Attorney and also known to me to be the person who executed it on behalf of said company, and acknowledged to me that such company executed the preceding Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the year and day in this certificate first written.



  
Notary Public  
Julie Kemp

My commission expires  
October 13, 2016