

DOC # 829571  
08/27/2013 09:28AM Deputy: PK  
OFFICIAL RECORD  
Requested By:

APN: 1313-30-636-000 PTN

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

VIN  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$18.00  
BK-813 PG-6994 RPTT: 0.00



Escrow# 73042313003A

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Mail Tax Statements To: Cullen Family Vacations, LLC, 5830 East 2nd Street, Casper, WY  
82609

## Limited Power of Attorney

DALE CAPTAIN and LOIS CAPTAIN, whose address is 8545 Commodity Circle,  
Orlando, FL 32819, "Grantor"

Hereby Grant(s) Power of Attorney To:

John Hutchinson

Document Date: 6/6/13

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



**Prepared By: DALE CAPTAIN**

**and Return To:**

Timeshare Closing Services  
8545 Commodity Circle  
Orlando, Florida 32819

RESORT NAME:

Tahoe Village

### **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) DA CA



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 6<sup>th</sup> day of June, 2013.

Penny Olleta  
Witness Signature # 1  
Print Name: Penny Olleta

GRANTOR(S)  
DALE CAPTAIN  
Grantor Signature  
Print Name: DALE CAPTAIN

Brook Puljic  
Witness Signature # 2  
Print Name: Brook Puljic

Lois Captain  
Grantor Signature  
Print Name: LOIS CAPTAIN

State of Minnesota  
County of Becker

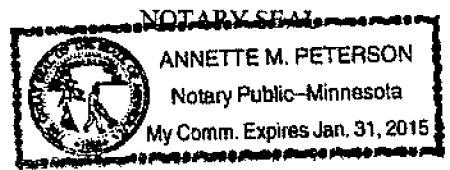
On 6/6/13, 2013, before me, Annette Peterson, Notary Public, personally appeared DALE CAPTAIN and LOIS CAPTAIN, who proved to me on the basis of satisfactory evidence\* to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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 MA that the foregoing paragraph is true and correct.

\* Type of evidence Provided: Drivers License

WITNESS my hand and official seal  
SIGNATURE Annette M Peterson  
Notary Public

COMMISSION EXPIRES: 1/31/2015





## Exhibit "A"

File number: 73042313003A

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;

### PARCEL ONE:

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 1/38 interest as tenants-in-common, in and to Lot 34 of Tahoe Village Unit No. 3, as shown on the Eight Amended Map, recorded as Document Number 156903 of Official Records of Douglas County; excepting therefrom Units 001 to 038 as shown and defined on that certain Condominium Plan recorded June 22, 1987, as Document No. 156903 of Official Records of Douglas County.

(B) Unit No. 033 as shown and defined on said Condominium Plan.

### PARCEL 2:

A non exclusive right to use the real property known as Parcel "A" on the Official Map of Tahoe Village Unit No. 3, recorded January 22, 1973, as Document No. 63805, records of said county and state, for all those purposes provided for in the Declaration of Covenants, Conditions and Restrictions recorded February 14, 1984, as Document No. 96758.

### PARCEL 3:

A non exclusive easement for ingress and egress and recreational purposes and for the use and enjoyment and incidental purposes over, on and through Lots 29,39,40 and 41 as shown on Tahoe Village Unit No. 3- Fifth Amended Map recorded October 29, 1981, as Document No. 61612 as corrected by said Certificate of Amendment, recorded November 23, 1981, as Document No. 62661 of Official Records of Douglas County for all those purposes provided for in the fourth amended and Restated Declaration of Covenants, conditions and Restrictions, recorded February 14, 1984, as Document No. 96758.

### PARCEL 4:

(a) a non exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Development in deed re-recorded December 8, 1981, as Document No. 63026, being over a portion of Parcel 26-A (described in Document No. 01112, recorded June 17, 1976) in Section 30, Township 13 North, Range 19 East, M.D.M.;

(b) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Fifth Amended Map of Tahoe Village No. 3, recorded October 29, 1981, as Document No. 61612 and amended by Certificate of Amendment recorded November 23, 1982, as Document No. 62661, Official Records, Douglas County, State of Nevada.

### PARCEL FIVE:

The exclusive right to use a Unit of the same Unit Type as described in the Amended Declaration of Annexation of Phase Three Establishing Phase Four, recorded on June 22, 1987, as Document No. 156904 of Official Records of Douglas County, in which an interest is hereby conveyed in subparagraph (B) of Parcel One, and the non-exclusive right to use the real property referred to in subparagraph (A) of Parcel One and Parcels Two, Three, and Four above



for all of the Purposes provided for in the Fourth Amended and Restated Declaration of Covenants, Conditions, and Restrictions of the Ridge Tahoe, recorded February 14, 1984, as Document No. 96758 of Official Records of Douglas County, during ONE use week during EVEN numbered years within the "PRIME season", as said quoted term is defined in the Amended Declaration of Annexation of Phase Three Establishing Phase Four.

The above described exclusive and non-exclusive rights may be applied to any available unit of the same Unit Type on Lot 34 during said use week within said use week within said season.

