

DOC # 839435  
03/13/2014 12:13PM Deputy: AR  
OFFICIAL RECORD  
Requested By:

APN: 1319-30-720-001 PTN

Recording requested by: James Bayorgeon  
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-314 PG-1872 RPTT: 0.00



Escrow# 73060513005A

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

## Limited Power of Attorney

**James T. Bayorgeon and Jeanne M. Collins, whose address is 8545 Commodity  
Circle, Orlando, FL 32819, "Grantor"**

**Hereby Grant(s) Power of Attorney To:**

**John Hutchinson**

**Document Date: 08/28/2013**

**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: JAMES T. BAYORGEON**

**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)



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 28<sup>th</sup> day of AUGUST, 2013.

[Signature]  
Witness Signature # 1  
Print Name: Jean Janssen

GRANTOR(S)  
[Signature]  
Grantor Signature  
Print Name: JAMES T. BAYORGEON

[Signature]  
Witness Signature # 2  
Print Name: Thomas J Janssen

[Signature]  
Grantor Signature  
Print Name: JEANNE M. COLLINS

State of WISCONSIN )  
County of OUTAGAMIE )

On AUGUST 28, 2013, before me, Thomas J Janssen, Notary Public, personally appeared JAMES T. BAYORGEON and JEANNE M. COLLINS, 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 WISCONSIN that the foregoing paragraph is true and correct.

\* Type of evidence Provided: DRIVERS LICENSE - PASSPORT

WITNESS my hand and official seal  
SIGNATURE [Signature]  
Notary Public  
Thomas J. Janssen  
COMMISSION EXPIRES: is permanent



Thomas J. Janssen  
Notary Public  
State of Wisconsin



## Exhibit "A"

File number: 73060513005A

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;

### A TIMESHARE ESTATE COMPRISED OF:

#### PARCEL ONE:

An undivided 1/51st interest in and to that certain condominium as follows:

(A) An undivided 1/106ths interest as tenants-in-common, in and to Lot 37 as shown on Tahoe Village Unit No. 3-10th Amended Map, recorded September 21, 1990 as Document no. 235008, Official Records of Douglas County, State of Nevada. Except therefrom Units 039 through 080 (inclusive) and Units 141 through 204 (Inclusive) as shown and defined on that certain Condominium Plan recorded as Document no. 182057, Official Records of Douglas County, State of Nevada.

(B) Unit No. 069 as shown and defined on said last Condominium Plan.

#### PARCEL TWO:

(A) A non-exclusive easement for roadway and public utility purposes as granted to Harich Tahoe Developments 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.B. & M.; and

(B) An easement for ingress, egress and public utility purposes, 32' wide, the centerline of which is shown and described on the Seventh Amended Map of Tahoe Village No. 3, recorded April 9, 1986, as document no. 133178 of Official Records, Douglas County, State of Nevada.

#### PARCEL THREE:

A non-exclusive right to use the real property known as "Common Area" as shown on Tahoe Village Unit no. 3-10th Amended Map, Recorded September 21, 1990 as Document no. 235008 of the Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13 North, range 19 East, M.D.B. & M. for all those purposes provided for in the Declaration of Covenants, Conditions, and Restrictions recorded January 11, 1973, as Document no. 63681, in book 173, page 229 of Official Records and in modifications thereof: (1) recorded September 28, 1973, as document no. 69063 in book 973 page 812 of Official Records; (2) recorded July 2, 1976, as document no. 1472 in book 776 page 87 of Official Records; and (3) recorded July 26, 1989, as document no. 207446, in book 789, page 3011.

#### PARCEL FOUR:

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, 30, 35, 39, 40, and 41 as shown on Tahoe Village Unit no. 3 - 10th Amended Map, recorded September 21, 1990 as Document no. 235008 of Douglas County Recorder's Office, Douglas County, Nevada, within Section 30, Township 13th North, Range 19 East M.D.B. & M., 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 and as amended from time to time of Official Records of Douglas County, State of Nevada.



**PARCEL FIVE:**

The exclusive right to use any unit of the same unit type as described in the Declaration of Annexation of The Ridge Tahoe Phase Five, recorded on August 18, 1988, as Document no. 184461 of Official Records of Douglas the 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 within the "PRIME SEASON", as said quoted term is defined in the Declaration of Annexation of The Ridge Tahoe Phase Five.

The above described exclusive rights may be applied to any available unit of the same Unit Type on Lot 37 during said use week within said "use season".

