

APN: Portion of 1319-22-000-021

Recording Requested By:
Stewart Vacation Ownership
11870 Pierce St., Suite 100
Riverside, CA 92505

And When Recorded Mail To:
Patricia I. McFail
2009 Forest Park Dr.
Arlington, TX 76001

DOUGLAS COUNTY, NV

2017-897126

Rec:\$20.00

\$20.00 Pgs=7

04/12/2017 08:26 AM

STEWART VACATION OWNERSHIP RIVERSIDE

KAREN ELLISON, RECORDER

188194 / 79782

Space above for Recorder's office

STATUTORY DURABLE POWER OF ATTORNEY

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, CHAPTER XII, TEXAS PROBATE CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

I, CHARLES W. MCFAIL, residing at 2009 Forest Park Drive, Arlington, Texas 76001, appoint PATRICIA I. MCFAIL, residing at 2009 Forest Park Drive, Arlington, Texas 76001, as my agent (attorney in fact) to act for me in any lawful way with respect to all of the following powers except for a power that I have crossed out below.

TO WITHHOLD A POWER, YOU MUST CROSS OUT EACH POWER WITHHELD.

REAL PROPERTY TRANSACTIONS;
TANGIBLE PERSONAL PROPERTY TRANSACTIONS;
STOCK AND BOND TRANSACTIONS;
COMMODITY AND OPTION TRANSACTIONS;
BANKING AND OTHER FINANCIAL INSTITUTION TRANSACTIONS;
BUSINESS OPERATING TRANSACTIONS;
INSURANCE AND ANNUITY TRANSACTIONS;
ESTATE, TRUST, AND OTHER BENEFICIARY TRANSACTIONS;
CLAIMS AND LITIGATION;
PERSONAL AND FAMILY MAINTENANCE;
BENEFITS FROM SOCIAL SECURITY, MEDICARE, MEDICAID, OR
OTHER GOVERNMENTAL PROGRAMS OR CIVIL OR MILITARY
SERVICE;
RETIREMENT PLAN TRANSACTIONS;
TAX MATTERS.

IF NO POWER LISTED ABOVE IS CROSSED OUT, THIS DOCUMENT SHALL BE CONSTRUED AND INTERPRETED AS A GENERAL POWER OF ATTORNEY AND MY AGENT (ATTORNEY IN FACT) SHALL HAVE THE POWER AND AUTHORITY TO PERFORM OR UNDERTAKE ANY ACTION I COULD PERFORM OR UNDERTAKE IF I WERE PERSONALLY PRESENT.

Special Instructions

Special instructions applicable to gifts (initial in front of the following sentence to have it apply):

RM

I grant my agent (attorney in fact) the power to apply my property to make gifts, except that the amount of a gift to an individual may not exceed the amount of annual exclusions allowed from the federal gift tax for the calendar year of the gift.

ON THE FOLLOWING LINES, YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

- (A) This power of attorney is not affected by my subsequent disability or incapacity.
- (B) This power of attorney becomes effective upon my disability or incapacity.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Revocation of the durable power of attorney is not effective as to a third party until the third party receives actual notice of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

Any agent is authorized to resign by filing for record in the office of the County Clerk of Tarrant County, Texas, an instrument to that effect executed and acknowledged by such agent.

If any agent named by me dies, becomes legally disabled, resigns, or refuses to act, I name the following (each to act alone and successively, in the order named) as successor(s) to that agent:

1. Name: TIMOTHY P. MCFAIL
Address: 3240 Ridgefair Drive, Cumming, Georgia 30040
2. Name: MICHAEL GENE MCFAIL
Address: 40 Kingston Drive, Palmyra, Pennsylvania 17078

Notwithstanding any other provision of this instrument or rule of law to the contrary, this power of attorney may be revoked by an instrument executed by me and filed for record in the office of the County Clerk of Tarrant County, Texas.

No agent acting hereunder shall be entitled to any compensation for services rendered as agent.

My agent shall not be obligated to furnish bond or other security.

For all purposes of this power of attorney, a person (including any person appointed to act under this power of attorney and me) shall be considered "incapacitated" if such person has a legal, mental, or physical disability which substantially impairs such person's ability to manage his affairs (or the affairs of my estate) with reasonable care. Proof that a person has become incapacitated may be conclusively established either by the adjudication of a court of competent jurisdiction that such person is an incompetent or by the written opinion certifying to such fact by two physicians, each of whom is not associated in practice with the other, then licensed in good standing to practice medicine in the state in which such person resides and selected by or acceptable to the person named to serve as my agent (or to the person(s) named to serve as my successor agent, if any, if the capacity of any person then acting as my agent be at issue). The language of such certificate shall be sufficient if acceptable to my agent [or successor agent(s)] as indicating with reasonable certainty that such person is incapacitated.

Signed on Aug 6, 2012.

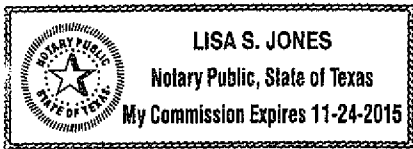
Charles W McFail
CHARLES W. MCFAIL

STATE OF TEXAS

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§
§

COUNTY OF TARRANT

This document was acknowledged before me on the 6th day of August, 2012, by CHARLES W. MCFAIL.



Lisa S Jones
Notary Public, State of Texas

Notary Seal, Printed Name
and Commission Expiration

THE ATTORNEY-IN-FACT OR AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.

**DISCLOSURE STATEMENT
INFORMATION CONCERNING STATUTORY DURABLE
POWER OF ATTORNEY FOR PROPERTY TRANSACTIONS**

THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. Except for the powers that you have crossed out, you are authorizing the person named as your agent (attorney-in-fact) full legal power and authority to act on your behalf, without any court approval or supervision, by taking any and all actions relating to the indicated transactions. **YOU SHOULD NOT APPOINT A PERSON AS YOUR AGENT UNLESS YOU HAVE COMPLETE AND TOTAL TRUST AND CONFIDENCE IN THE PERSON.** If, for example, you give your agent the power to handle real property transactions on your behalf, your agent will be able to bind you on all of the actions set out in § 492 of the Texas Probate Code. In deciding whether you want your agent to have a particular power, **YOU SHOULD READ THE CORRESPONDING STATUTORY PROVISION.** If you have any questions about this document, or about any of the statutory powers, you should address these questions to a member of the DISMUKE, WATERS & SWEET, P.C. law firm, or to some other attorney of your choice. **YOU MAY REVOKE THIS POWER OF ATTORNEY AT ANY TIME IF YOU WISH TO DO SO.**

You may wish to designate an alternate agent in the event that your agent is unwilling, unable, or ineligible to act as your agent. Any alternate agent you designate will have the same authority to make property decisions for you. Even after you have signed this document, you have the right to make property decisions for yourself as long as you are able to do so.

This document does not authorize anyone to make medical or health care decisions for you. Such decisions can be made pursuant to a Medical Power of Attorney, if you have executed one.

Sign below to acknowledge your receipt of this disclosure statement prior to your execution of the Statutory Durable Power of Attorney, to affirm that **YOU HAVE BEEN GIVEN THE OPPORTUNITY (1) TO READ THE ATTACHED STATUTORY POWERS OF ATTORNEY AND (2) TO ASK ABOUT THE SCOPE OF ANY POWERS THAT YOU DO NOT FULLY UNDERSTAND.**



CHARLES W. MCFAIL

STATUTORY DURABLE POWER OF ATTORNEY
DISCLOSURE STATEMENT

EXHIBIT "A"

**LEGAL DESCRIPTION
FOR
DAVID WALLEY'S RESORT**

The land referred to herein is situated in the

State of Nevada

County of Douglas

and is described as follows:

A Timeshare estate comprised of an undivided interest as tenants in common in and to that certain real property and improvements as follows:

An undivided 1/1071st interest in and to all that real property situate in the County of Douglas, State of Nevada, described as follows:

ADJUSTED PARCEL F: A parcel of land located within a portion of the West one-half of the Northeast one-quarter (W ½ NE ¼) of Section 22, Township 13 North, Range 19 East, Mount Diablo Meridian, more particularly described as follows:

Commencing at the one-quarter corner common to Sections 15 and 22, T13N, R19E, M.D.M., a found 1985 BLM brass cap as shown on the Record of Survey prepared by David D. Winchell and recorded September 28, 1989 in the office of the Recorder, Douglas County, Nevada as Document No. 211937; thence South 57°32'32" East, 640.57 feet to the POINT OF BEGINNING; thence North 80°00'00" East, 93.93 feet; then North 35°00'00" East 22.55 feet; then North 10°00'00" West 92.59 feet; thence North 80°00'00" East, 72.46 feet; thence South 10°00'00" East, 181.00 feet; thence South 80°00'00" West, 182.33 feet; thence North 10°00'00" West, 72.46 feet to the POINT OF BEGINNING.

(Reference is made to Record of Survey of Walley's Partners Ltd. Partnership, in the office of the County Recorder of Douglas County, Nevada, recorded September 17, 1998 in Book 998, at Page 3261, as Document No. 449576.)

Together with those easements appurtenant thereto and such easements and use rights described in the Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort recorded September 23, 1998, as Document No. 0449993, and as amended by Document Nos. 0466255, 04852265, 0489957, 0509920 and 0521436, and subject to said Declaration; with the exclusive right to use said interest for one **Use Period** within a **DELUXE Unit** each year in accordance with said Declaration.

Together with a perpetual non-exclusive easement for use and enjoyment in, to and throughout the Common Area and perpetual non-exclusive easement for parking and pedestrian and vehicular access, ingress and egress as set forth in Access Easement and Relocation recorded on May 26, 2006, in Book 0506 at Page 10729, as Document No. 0676008; and Access Easement recorded on July 26, 2006, in Book 0706 at Page 9371, as Document No. 0680633, all of Official Records, Douglas County, Nevada.

Inventory No.: 17-015-43-01