

DOUGLAS COUNTY, NV

2017-905985

RPTT:\$3.90 Rec:\$35.00

\$38.90 Pgs=4

10/24/2017 11:16 AM

LAKESIDE CLOSING SERVICE

KAREN ELLISON, RECORDER

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# **1319-15-000-015**

Mail Tax Statements To:

**1862, LLC.**

**PO Box 158**

**Genoa, NV 89411**

TITLE OF DOCUMENT (DO NOT Abbreviate)

**Warranty Deed**

Title of the Document on cover page must be EXACTLY as it appears on the first page of the document to be recorded.

Recording requested by:

**Lakeside Closing Service, LLC**

Return to:

Name **Lakeside Closing Service, LLC**

Address **PO Box 135337**

City/State/Zip **Clermont, FL 34713**

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

P:\Recorder\FORMS 12\_2010

Prepared by and Return To:  
Lakeside Closing Service, LLC  
PO Box 135337  
Clermont, FL 34713

Contract #

### Warranty Deed

**This Deed** made the 19<sup>th</sup> day of September, 2017, between Brian Waterman Vaccaro and Judith Ann Vaccaro, Husband and Wife as Joint Tenants with Right of Survivorship, whose post office address is 34607 Road 172, Visalia, CA 93292, grantor and 1862, LLC, A Nevada Limited Liability Company, whose address is Post Office Box 158, Genoa, NV 89411, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and in being in the County of Douglas, Nevada to-wit:

The Timeshare unit described below is at the resort commonly known as **1862 David Walley's**.

### See Attached "Exhibit A"

**TOGETHER** with a remainder over in fee simple absolute, as tenant in common with the owners of all the Unit Weeks in the hereafter described Condominium Parcel in that Percentage interest determined and established by Exhibits or successor exhibit, to the aforesaid Declaration of Condominium for the following described real estate located in the County of Douglas and the state of Nevada as follows:

Grantee shall not be deemed a successor or assign of Grantor's rights or obligations under the aforescribed Plan or any instrument referred to therein. Grantee, by acceptance hereof, and by agreement with Grantor, hereby expressly assumes and agrees to be bound by and to comply with all of the covenants, terms, and conditions and provisions set forth and contained in the Plan, including, but not limited to, the obligation to make payment for assessments or the maintenance and operation of the Resort Facility which may be levied against the above described Time Share Interest.

This Conveyance is made Subject to the following:

1. Property taxes for current and all subsequent years;
2. Applicable zoning regulations and ordinances;
3. All of the terms, provisions, conditions, rights, privileges, obligations, easements, and liens set forth and contained in the Plan and all instruments therein referred to as may be subsequently amended;
4. All of the covenants, terms, provisions, conditions, reservations, restrictions, agreements and easements of record, if any, which may not affect the aforescribed property; and

5. Perpetual easements for encroachments now existing or hereafter existing caused by the settlement of improvements or caused by minor inaccuracies in building or rebuilding.

The benefits and obligations hereunto shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever. "Grantor" and "Grantee" are used for singular or plural, as context requires.

TO HAVE AND TO HOLD all and singular the premises, together with the appurtenances, unto the said Grantee and Grantee's successors and assigns forever.

And the Grantor does hereby fully warrant the title to said property and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor(s) has hereunto set the Grantor's hand and seal the day and year first above written.

Grantor: Brian Vaccaro Witness: Vanessa Brown  
                  Brian Waterman Vaccaro  
Grantor: Judi Vaccaro Witness: Vanessa Brown  
                  Judith Ann Vaccaro  
Printed Name: Vanessa Brown  
Witness: Trish Perez  
Printed Name: Trish Perez

State of CA

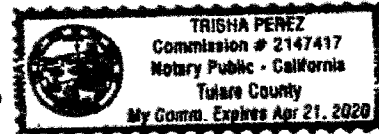
County of Tulare

On this 19 day of September, 2017, before me, Trisha Perez, Notary Public, personally appeared **Brian Waterman Vaccaro and Judith Ann Vaccaro** personally known to me (or 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) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public

My Commission Expires 4/21/20

Seal / Stamp



# Exhibit A

An undivided fee simple ownership interest in and to the following described Time Share Interest that has been created at David Walley's Hot Springs Resort and Spa located in Douglas County, Nevada and more fully described within that certain Fifth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for David Walley's Resort that has been filed of record on August 27, 2001 with the Recorder in and for Douglas County, Nevada in Book 0801 Page 6980, as amended:

**Unit Type: 2bd Phase: 2 Inventory Control No: 36022042390  
Alternate Year Time Share: Annual First Year Use: 2013**

If acquiring a Time Share Interest in Phase I, BUYER will receive fee title to a 1/1071th undivided interest (if annually occurring) or a 1/2142th undivided interest (if biennially occurring) in said Phase.  
If acquiring a Time Share Interest in Phase II, BUYER will receive fee title to a 1/1989th undivided interest (if annually occurring) or a 1/3978th undivided interest (if biennially occurring) in said Phase.  
If acquiring a Time Share Interest in Phase III, BUYER will receive fee title to a 1/1224th undivided interest (if annually occurring) or a 1/2448th undivided interest (if biennially occurring) in said Phase.  
If acquiring a Time Share Interest in the Dillon Phase, BUYER will receive fee title to a 1/1224th undivided interest (if annually occurring) or a 1/2448th undivided interest (if biennially occurring) in said Phase.

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessors Parcel Number(s)  
 a) 1319-15-000-015  
 b) \_\_\_\_\_  
 c) \_\_\_\_\_  
 d) \_\_\_\_\_

2. Type of Property:  
 a)  Vacant Land    b)  Single Fam. Res.  
 c)  Condo/Twnhse    d)  2-4 Plex  
 e)  Apt. Bldg    f)  Comm'l/Ind'l  
 g)  Agricultural    h)  Mobile Home  
 i)  Other Timeshare

FOR RECORDERS OPTIONAL USE ONLY	
DOCUMENT/INSTRUMENT #:	_____
BOOK _____	PAGE _____
DATE OF RECORDING: _____	
NOTES: _____	

3. Total Value/Sales Price of Property: \$ 1000.00  
 Deed in Lieu of Foreclosure Only (value of property) ( \_\_\_\_\_ )  
 Transfer Tax Value: \$1000.00  
 Real Property Transfer Tax Due: \$ 3.90

4. If Exemption Claimed:  
 a. Transfer Tax Exemption per NRS 375.090, Section # \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

**Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature \_\_\_\_\_ Capacity Buyer Agent  
 Signature \_\_\_\_\_ Capacity Seller Agent

**SELLER (GRANTOR) INFORMATION  
(REQUIRED)**

Print Name: Brian Waterman Vaccaro and  
 Address: Judith Ann Vaccaro  
 City: 34607 Road 172  
 State: Visalia, CA 89411

**BUYER (GRANTEE) INFORMATION  
(REQUIRED)**

Print Name: \_\_\_\_\_  
 Address: 1862, LLC.  
 City: PO Box 158  
 State: Genoa, NV 89411

**COMPANY/PERSON REQUESTING RECORDING**

(required if not the seller or buyer)

Print Name: Lakeside Closing Service Escrow # \_\_\_\_\_  
 Address: PO Box 135337  
 City: Clermont State: FL Zip: 34713

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)