

DOUGLAS COUNTY, NV

2022-979598

RPTT:\$3.90 Rec:\$40.00

\$43.90 Pgs=4

01/10/2022 10:08 AM

LAKESIDE CLOSING SERVICE

KAREN ELLISON, RECORDER

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 42-285-05

Mail Tax Statements To:
Living Trust of the Melancholy Family,
PO Box 784468,
Winter Garden, FL 34787

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:  
Steven F Burgess and Sylvia Burgess  
9322 St George Road  
Peyton, CO 80831

Contract #

### Warranty Deed

**This Deed** made the 17<sup>th</sup> day of September 2021, between Steven F Burgess and Sylvia Burgess, Husband and Wife, as Joint Tenants with Right of Survivorship, whose post office address is 9322 St George Road, Peyton, CO 80831, grantor and the Living Trust of the Melancholy Family, Dated April 1, 2021, whose post office address is PO Box 784468, Winter Garden, FL 34787, 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 **Tahoe Village**.

### 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 of 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: Steven F Burgess Witness # 1 Nicholas Partida  
Steven F Burgess Printed Name Nicholas Partida

Grantor: Sylvia Burgess Witness # 2 Jessica Kassel  
Sylvia Burgess Printed Name Jessica Kassel

State of COLORADO

County of EL PASO

On this 17<sup>th</sup> day of September, 2001, before me, Courtney King, Notary Public, personally appeared Sylvia Burgess and Steven F Burgess 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 [Signature]

My Commission Expires 07/28/2025

Seal /Stamp

Courtney Kathryn King  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20214029985  
MY COMMISSION EXPIRES 07/28/2025

EXHIBIT "A" (37)

A TIMESHARE ESTATE COMPRISED OF:

PARCEL ONE

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

- (A) An undivided 1/106th 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. 147 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 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 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 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 right may be applied to any available unit of the same Unit Type on Lot 37 during said use week within said "use season".

A Portion of APN 42-285-05

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessors Parcel Number(s)  
 a) 42-285-05  
 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

<b>FOR RECORDERS OPTIONAL USE ONLY</b>	
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: Steven F Burgess and  
 Address: Sylvia Burgess,  
 City: 9322 St George Road,  
 State: Peyton, CO 80831

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

Print Name: \_\_\_\_\_  
 Address: Living Trust of the Melancholy Family,  
 City: PO Box 784468,  
 State: Winter Garden, FL 34787

**COMPANY/PERSON REQUESTING RECORDING**

(required if not the seller or buyer)

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

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