DOC# 513916
10/18/2013 02:21PM
Official Record
Requested By
WESTERN TITLE COMPANY
Lyon County - NV
Mary C. Milligan - Recorder
Page: 1 of 7 Fee: $20.00
Recorded By DLW RPTT: $0.00
0513916

APN: 029-452-11 SEE ATTACHED

(The undersigned hereby certify that no social security number is contained herein)

RECORDING REQUESTED BY:

WESTERN TITLE COMPANY
ESCROW No. 60875-PAH

WHEN RECORDED MAIL TO:

Silverado Dayton Valley, Inc.
5525 Kietzke Lane, Suite 102
Reno, NV 89511
Attention: Greg Peitzmeier

(Above Space for Recorder's Use Only)

ASSIGNMENT OF DECLARANT RIGHTS

This ASSIGNMENT OF DECLARANT RIGHTS (this "***Assignment***") is made and entered into by LD LOTS, LLC, a Nevada limited liability company ("***Assignor***"), and Silverado Dayton Valley, Inc., a Nevada corporation("***Assignee***"), with respect to the matters set forth herein and as affects the real property (the "**Property**") legally described in Exhibit "A" attached hereto. Assignor and Assignee may be hereinafter referred to as the "Parties".

RECITALS

WHEREAS, Dayton Valley Investors, LLC, a Nevada limited liability company ("***Dayton***"), predecessor in interest to LAKEMONT LEGADO, LLC, ("Legado"), recorded that certain Declaration of Covenants, Conditions and Restrictions for Legado (as amended and supplemented to date, collectively the "***Declaration***"), a planned community located in Dayton, Nevada (the "***Project***"), on October 12, 2006 as Document No. 393162 in the official records of Lyon County, Nevada (the "***Official Records***"). Capitalized terms used in this Assignment shall have the same meanings ascribed to them in the Declaration, unless defined herein. All references to the "NRS" herein mean and refer to the applicable section of the Nevada Revised Statutes.

WHEREAS, the Declaration identified Dayton as the then owner of the Project and the initial Declarant thereunder. The Declaration also set forth the "Special Declarant Rights" (as defined in NRS 116.089) that are reserved for the benefit, use and exercise of the Declarant under the Declaration (the "***Special Declarant Rights***").

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WHEREAS, it is the parties understanding, without representation or warranty of any kind, that Legado succeeded Dayton with respect to the Special Declarant Rights by operation of law pursuant to NRS 116.3104 and became the successor Declarant under the Declaration by operation of law pursuant to NRS 116/035.

WHEREAS, it is the parties understanding, without representation or warranty of any kind, that LL REO also succeeded to the Special Declarant Rights by operation of law pursuant to NRS 116.3104 and became the successor Declarant under the Declaration by operation of law pursuant to NRS 116.035.

WHEREAS, LL REO conveyed a portion of the Project including the Property to Assignor on February 28, 2012, that Assignor also succeeded to the Special Declarant Rights by operation of law pursuant to NRS 116.3104 and became the successor Declarant under the Declaration by operation of law pursuant to NRS 116.035

WHEREAS, Assignor desires to transfer and assign to Assignee, as of the date that Assignee acquires the Property from Assignor (the "**Effective Date**"), all of the Special Declarant Rights and any other rights, interests and reservations in favor of the Declarant under the Declaration with respect to the Property, and as of the Effective Date, Assignee desires to assume any obligations related thereto.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee acknowledge and agree as follows:

1. **Recitals**. Assignor and Assignee acknowledge and agree that the Recitals included herein above are incorporated into this Assignment and are intended to be a substantive component of this Assignment.

2. **Assignment**. Assignor hereby assigns to Assignee, as successor-in-interest to Assignor with respect to the Property, and as of the Effective Date, any and all rights and interests of the Declarant under the Declaration, including, without limitation, all of the Special Declarant Rights.

3. **Assumption.** Assignee hereby assumes from Assignor, as successor-in-interest to Assignor with respect to the Property, and as of the Effective Date, all of the obligations of Declarant under the Declaration, including, without limitation, those arising from or in connection with the Special Declarant Rights.

4. **Release of Assignor.** From and after the Effective Date, Assignor shall be relieved of any obligations arising from or related to the Special Declarant Rights.

5. **No Amendment**. This Assignment shall not be construed or considered as an amendment to the Declaration, which remains in full force and effect.

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6. **Severability**. Each of the provisions of this Assignment shall be deemed independent and severable, and the validity or partial validity of any provisions or portions thereof shall not affect the validity or enforceability of any other portion thereof.

7. **Counterparts.** This Assignment may be signed in counterparts, which together should be construed as one instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

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IN WITNESS WHEREOF, this Assignment of Special Declarant Rights is executed by Assignor and Assignee to be effective as of the Effective Date.

ASSIGNOR:

LD LOTS, LLC, a Nevada limited liability company

By: Silverado Homes Nevada, Inc.,
a Nevada corporation,
its Manager

By: _____
Name: Thomas G. Evancic
Title: VP

SILVERADO DAYTON VALLEY, Inc., a Nevada corporation

ASSIGNEE:

By: _____
Name: Gregory J. Pattmeier
Title: President

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State of NEVADA
County of WASHOE

On OCT. 18, 2013 before me, P HANSON, a Notary Public in and for said state, personally appeared THOMAS G. EVANCIE, 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) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

P. HANSON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3503-2 - Expires August 30, 2016

State of NEVADA
County of WASHOE

On OCT 18, 2013 before me, P HANSON, a Notary Public in and for said state, personally appeared GREGORY J. PEITZMEIER, 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) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

P. HANSON
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 96-3503-2 - Expires August 30, 2016

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EXHIBIT "A"

PROPERTY DESCRIPTION

All of that certain real property situate in the County of Lyon, State of Nevada, described as follows:

PARCEL 1:

Lots 138 and 171 as shown on the Official Plat of Dayton Valley Country Club Unit 5E, recorded in the Official Records of Lyon County, Nevada, on April 6, 2006 as Document No. 379116.

PARCEL 2:

Lots 300, 301, 302, 312 through 317 inclusive, 326, 327, 328, 331, 332, 333, 334 and 335 as shown on the Official plat of Point Legado Phase 1, recorded in the Official Records of Lyon County Recorder on April 6, 2006 as Document No. 379118.

PARCEL 3:

Lot 32 as shown on the Official Plat of Dayton Valley Country Club Unit 5A, recorded in the Official Records of Lyon County, Nevada on April 19, 2001 as Document No. 259889.

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APN

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