



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE**

DATE/TIME: 10/29/2010 1445
FEE: \$15.00
PAGES: 6
FEE NUMBER: 2010-102154



WHEN RECORDED RETURN TO:

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R
Greenberg Traurig, LLP
1900 University Avenue, 5th Floor
East Palo Alto, California 94303
Attention: Heather M. Srimal

**ASSIGNMENT AND ASSUMPTION OF
DECLARANT'S RIGHTS AND DEVELOPER'S RIGHTS**

**This recording is to correct a scrivener's error
in the Assignment and Assumption of Declarant's Rights and Developer's Rights that was
recorded on September 7, 2010 as document number 2010-084016.**



**OFFICIAL RECORDS OF
PINAL COUNTY RECORDER
LAURA DEAN-LYTLE**

When recorded return to:

FIDELITY NATIONAL TITLE
ATTN: MICHELLE BURTON
One E. Washington St.
Suite 450
Phoenix, AZ 85004

DATE/TIME: 09/07/2010 1358
FEE: \$14.00
PAGES: 4
FEE NUMBER: 2010-084016



Escrow No. Z1008479

**Assignment and Assumption of
Declarant's Rights and Developers Rights**

WHEN RECORDED RETURN TO:

Attention: _____

**ASSIGNMENT AND ASSUMPTION OF
DECLARANT'S RIGHTS AND DEVELOPER'S RIGHTS**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND DEVELOPER'S RIGHTS ("Assignment") is dated as of the 23rd day of August, 2010 by and between SUNWEST VALLEY DEVELOPERS, INC., an Arizona corporation ("Assignor"), and FNBN-RESCON I LLC, a Delaware limited liability company ("Assignee"). * March 28, 2004
RECITALS ** 2004-043270

A. Assignor is the Declarant and Developer under that certain Declaration of Covenants, Conditions, Restrictions and Easements for McClellan Meadows recorded April 11, 2005 in the Official Records of Pinal County, Arizona as Document No. 2005-039271 (together with any amendments or supplements thereto, collectively, "Declaration"). All capitalized terms in this Assignment shall have the same meanings given them in the Declaration unless otherwise indicated.

1.5 & 1.9 B. Assignor desires to assign, transfer, convey and set over to Assignee, pursuant to Sections of the Declaration, the rights, privileges and obligations of Declarant and Developer under the Declaration, and Assignee desires to accept and assume such assignment, in accordance with the terms and conditions hereinafter set forth.

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

1. Incorporation of Recitals. Recitals A and B are incorporated herein and made a part hereof.
2. Assignment and Assumption of Declarant's and Developer's Rights. Assignor grants, bargains, assigns, sells, conveys, transfers and sets over to Assignee, and Assignee assumes and accepts the assignment and delegation, of all Assignor's right, title, interest, obligation and liability as Declarant and Developer to and under the Declaration. By this assignment, Assignee is not assuming any liability or obligation for the acts or omissions of any entity in its capacity as Declarant or Developer (including, without limitation, Assignor) that previously held any Declarant's or Developer's rights.

3. Counterparts. This Assignment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

4. Representations and Warranties. Assignor represents and warrants to Assignee that Assignor has not previously assigned, pledged or transferred any of Assignor's rights as the Declarant or the Developer under the Declaration with respect to the Property and that Assignor is the current holder of such rights and has the legal right to assign such rights to Assignee.

5. Binding Effect; Governing Law. This Assignment shall be governed by the laws of the State of Arizona, without giving effect to the principles of conflicts of law. This Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

SUNWEST VALLEY DEVELOPERS, INC., an
Arizona corporation

By: [Signature]

Name: STEVE GRECO

Title: PRESIDENT

STATE OF ARIZONA)

) ss.

County of Maricopa)

The foregoing was acknowledged before me this 23 day of AUGUST, 2010, by STEVE GRECO, the PRESIDENT of SUNWEST VALLEY DEVELOPERS, INC., an Arizona corporation, on behalf of the corporation.

[Signature]
Notary Public

My commission expires:

JUNE 14, 2013



ASSIGNEE:

FNBN-RESCON I LLC, a Delaware limited liability company

By: STEARNS BANK NATIONAL ASSOCIATION, Servicing Agent for FNBN-RESCON I LLC

By: [Signature]
Name: MICHAEL R. WHALEN
Its: VICE PRESIDENT

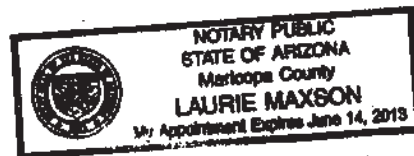
STATE OF ARIZONA)
County of MARICOPA) ss.

The foregoing was acknowledged before me this 23rd day of August, 2010, by Michael Whalen, the Vice President of Stearns Bank National Association, Servicing Agent for FNBN-RESCON I LLC, a Delaware limited liability company, on behalf of the company.

[Signature]
Notary Public

My commission expires:

JUNE 14, 2013





**PINAL COUNTY RECORDER
LAURA DEAN-LYTTLE
31 N PINAL ST - BLDG E
PO BOX 848
FLORENCE AZ 85232
PHONE: 520-866-6830 FAX: 520-866-6831**

STATE OF ARIZONA)) SS
COUNTY OF PINAL)

I hereby certify that this is a true copy of the official records on file in the office of the Recorder of Pinal County located in _____

DKT/PG or Fee No: 2010-084016

Pages: 1 thru 4 of 4

Date: 10/27/10

Witness my hand and official seal:

Laura Dean-Lytle,
Recorder of Pinal County

BY: [Signature]
Deputy Recorder

DO NOT REMOVE FROM DOCUMENT; THIS IS NOW PART OF THE DOCUMENT.