

20

REQUESTED BY
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 AUG 12 PM 2:30

WERNER CHRISTEN
RECORDER

\$20.00 PAID *JK* DEPUTY

APN's 1419-26-310-001 through 1419-26-310-011,
1419-26-410-001 through 1419-26-410-015,
1419-26-710-001 through 1419-26-710-017,
1419-26-810-001 through 1419-26-810-006,
and 1419-26-401-001

APN _____

Recording Requested By:

Stewart Title of Douglas County

1650 N. Lucerne, Ste. 101

Minden, NV 89423

040701091 LH

ASSIGNMENT OF DECLARANT'S RIGHTS
FOR CANYON CREEK MEADOWS
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2.
(Additional recording fee applies)

This cover page must be typed.

0621294

BK0804PG05102

APNs: _____

**Recording Requested by, and
When Recorded, Mail to:**

Sherry A. Wagner
Vice President Operations
MDG Nevada, Inc.
6900 South McCarran Blvd., Suite 1010
Reno, Nevada 89509

**Assignment of Declarant's Rights
for Canyon Creek Meadows**

This Assignment of Declarant's Rights for Canyon Creek Meadows ("**this Assignment**") is made as of the 10th day of August, 2004, by Little Mondeaux Limousin Corporation, a Nevada corporation ("**Original Declarant**"), and Genoa Developer Associates, LLC, a Nevada limited liability company ("**Successor Declarant**").

P R E A M B L E:

A. Original Declarant is the "Declarant" under the Declaration of Covenants, Conditions and Restrictions for Canyon Creek Meadows recorded on February 13, 2004, in the office of the County Recorder of Douglas County, Nevada, in Book 0204, Page 5505, as Document No. 0604581, official records (which, together with any amendments thereto, is herein referred to as the "**Declaration**").

B. Successor Declarant has acquired from Original Declarant that certain real property located in Douglas County, Nevada, more particularly described in **Exhibit "A"** attached hereto and incorporated herein (the "**Successor Declarant's Property**"), which real property constitutes the entirety of the "Property" presently covered by the Declaration (as the term "Property" is defined in the Declaration).

C. As the owner of the Property covered by the Declaration, Successor Declarant now desires to acquire the rights of "Declarant" thereunder. Original Declarant now desires to assign the responsibilities of "Declarant" thereunder. Specifically, by this Assignment, Original Declarant desires to assign to Successor Declarant, and Successor Declarant desires to assume from Original Declarant, all of Original Declarant's rights and obligations under the Declaration, such that following the recordation of this Assignment, Successor Declarant shall henceforth be, and Original Declarant shall no longer be, "Declarant" under the Declaration.

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

1. Original Declarant hereby transfers and assigns to Successor Declarant all of the rights of Declarant, whether created by the Declaration or afforded to a declarant under applicable provisions of Nevada law, and agrees that henceforth Successor Declarant shall be, and Original Declarant shall no longer be, "Declarant" under the Declaration.

2. Successor Declarant hereby assumes all of the obligations of the Original Declarant under the Declaration and under provisions of Nevada law pertaining to declarants under declarations of covenants, conditions and restrictions for residential subdivisions, which obligations first arise on and after the date of recordation of this Assignment in the office of the County Recorder of Douglas County, Nevada, and agrees that henceforth Successor Declarant shall be, and Original Declarant shall no longer be, "Declarant" under the Declaration. Successor Declarant shall indemnify, defend and hold Original Declarant safe and harmless from and against any and all damages, losses, liabilities, costs (including reasonable attorneys fees and court costs), expenses and causes of action which Original Declarant may suffer or incur as a result of the failure of Successor Declarant to perform said obligations.

3. Original Declarant shall remain responsible for the fulfillment of any obligations of Original Declarant under the Declaration and under provisions of Nevada law pertaining to declarants under declarations of covenants, conditions and restrictions for residential subdivisions which arose prior to the date of recordation of this Assignment in the office of the County Recorder of Douglas County, Nevada. Original Declarant shall indemnify, defend and hold Successor Declarant safe and harmless from and against any and all damages, losses, liabilities, costs (including reasonable attorneys fees and court costs), expenses and causes of action which Successor Declarant may suffer or incur as a result of the failure of Original Declarant to perform said obligations.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Original Declarant and Successor Declarant have executed this Assignment as of the day and year first above written.

Original Declarant:

LITTLE MONDEAUX LIMOUSIN CORPORATION,
a Nevada corporation

By: 
Ronald L. Simrek, President

Successor Declarant:

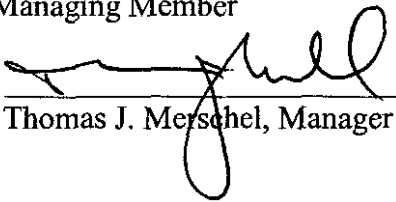
GENOA DEVELOPER ASSOCIATES, LLC,
a Nevada limited liability company

By: **MDG NV Builders, LLC,**
a Nevada limited liability company,
Manager

By: **Montaheno Investment, LLC,**
a Nevada limited liability company,
Co-Managing Member

By: 
Chip L. Bowlby, Manager

By: **Toyon Investments, LLC,**
a Nevada limited liability company,
Co-Managing Member

By: 
Thomas J. Merschel, Manager

STATE OF NEVADA)
)
County of WASHOE)ss.
)
County of ~~Douglas~~)

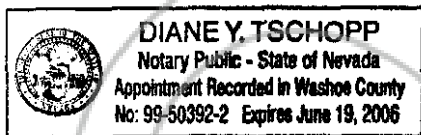
This instrument was acknowledged before me on August 10th, 2004, by Ronald L. Simek as President of Little Mondeaux Limousin Corporation, a Nevada corporation.



Carol S. Ryon
Notary Public
My Commission Expires: 4/14/06

STATE OF NEVADA)
)
County of WASHOE)ss.
)

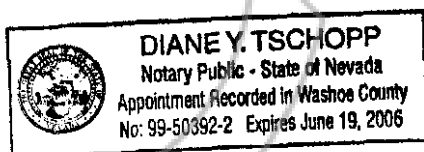
This instrument was acknowledged before me on August 10, 2004, by Chip L. Bowlby as Manager of Montaheno Investments, LLC, a Nevada limited liability company, as Co-Managing Member of MDG NV Builders, LLC, a Nevada limited liability company, as Manager of Genoa Developer Associates, LLC, a Nevada limited liability company.



Diane Y. Tschopp
Notary Public
My Commission Expires: 6/19/06

STATE OF NEVADA)
)
County of WASHOE)ss.
)

This instrument was acknowledged before me on August 10, 2004, by Thomas J. Merschel as Manager of Toyon Investments, LLC, a Nevada limited liability company, as Co-Managing Member of MDG NV Builders, LLC, a Nevada limited liability company, as Manager of Genoa Developer Associates, LLC, a Nevada limited liability company.

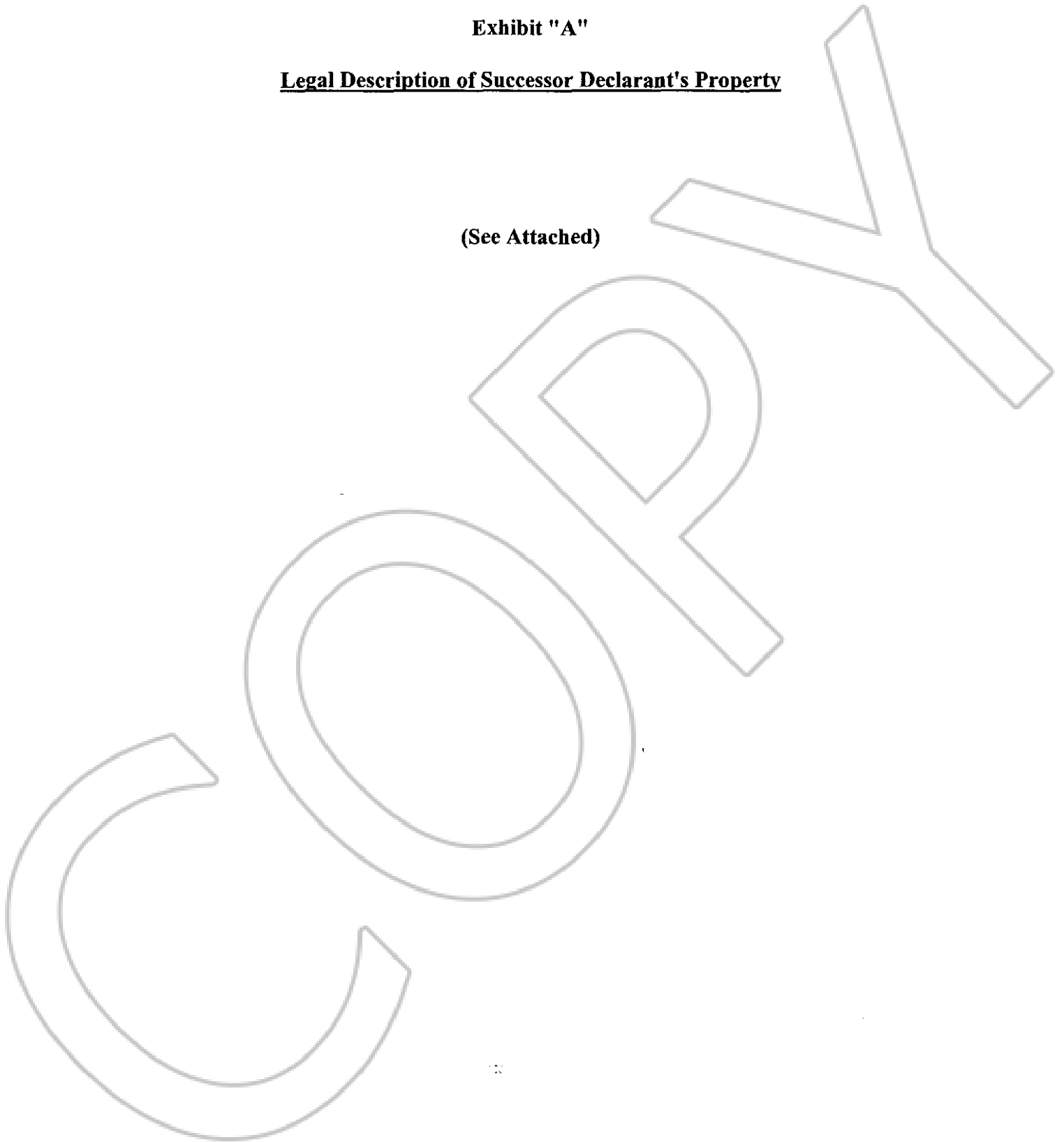


Diane Y. Tschopp
Notary Public
My Commission Expires: 6/19/06

Exhibit "A"

Legal Description of Successor Declarant's Property

(See Attached)



0621294

BK0804PG05107

**LOTS 1 – 44, OPEN SPACE, COMMON AREAS, AND ROADWAYS
CANYON CREEK MEADOWS**

All that real property situate within a portion of Section 26, Township 14 North, Range 19 East, Mount Diablo Meridian, County of Douglas, State of Nevada, described as follows:

Lots 1 – 9, Common Area 1, Block 'A',
Lots 10, 11, Block 'B',
Lots 12 – 27, Common Area 2, Block 'C',
Lots 28, 29, Block 'D',
Lots 30 – 44, Open Space 'A', 'B', Block 'E', and
Common Area 3 and roadways known as Mountain Meadow Drive, Voight Canyon Drive,
Cloudburst Canyon Drive, Daggett Creek Road, Daggett Creek Loop, Antelope Valley Court,
and Acorn Canyon Drive of the Final Subdivision Map and Planned Development PD 00-
16/LDA 02-008 for Canyon Creek Meadows, Phase 1 recorded February 11, 2004 in the office
of Recorder, Douglas County, Nevada as Document No. 604356.

0621294

BK0804PG05108