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F. ANN RODRIGUEZ, RECORDER

Recorded By: KPH

DEPUTY RECORDER

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RUSSO RUSSO SLANIA

6700 N ORACLE RD 100

TUCSON AZ 85704



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WHEN RECORDED MAIL TO:

Bob Schwartz, Esq.  
RUSSO, RUSSO & SLANIA, P.C.  
6700 North Oracle Road, Suite 100  
Tucson, Arizona 85704

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**ASSIGNMENT OF DECLARANT'S RIGHTS**

KNOW ALL MEN BY THESE PRESENTS:

BY THIS ASSIGNMENT OF DECLARANT'S RIGHTS (the "Assignment"), the undersigned, TJ BEDNAR CO., an Arizona corporation ("Assignor"), for valuable consideration, the receipt of which is hereby acknowledged, does hereby assign, transfer, convey and set over to SOUTHERN ARIZONA LAND TRUST, INC., an Arizona non-profit corporation ("Assignee"), whose address is 2033 E. Speedway Blvd., Ste. 203, Tucson, Arizona 85719, any and all of Assignor's right, title and interest as "Owner," "Builder" "Declarant," "Successor Declarant," and/or "Member," along with all "Class B" Membership interests and rights in Vista Montana Estates Owners' Association, an Arizona non-profit Homeowners Association, arising out of the following documents and instruments:

- (a) Declaration of Covenants, Conditions and Restrictions for Vista Montana Estates Phase One. Lots 1-215 and Common Area "A" (Private Streets), "C" (Private Drainage Facilities), "D" (Private Landscape Areas), and "E" (Private Parking & Landscape Areas) According to the Plat of record in the Office of the County Recorder, Pima County, Arizona in Book 58 of Maps and Plats, Page 96; recorded in the Official records of the County Recorder of Pima County, Arizona on October 15, 2004 at Docket 12408, at Page 771, Sequence 20042000309;

(b) First Amendment to Declaration of Covenants, Conditions and Restrictions for Vista Montana Estates; recorded in the Official records of the County Recorder of Pima County, Arizona on December 15, 2004 at Docket 12449, at Page 7523, Sequence 20042411626;

(c) Supplemental Declaration for Vista Montana Estates Phase Two; recorded in the Official records of the County Recorder of Pima County, Arizona on December 15, 2004 at Docket 12249, at Page 7514, Sequence 20042411625;

(d) Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vista Montana Estates; recorded in the Official records of the County Recorder of Pima County, Arizona on August 4, 2005 at Docket 12609, at Page 3575, Sequence 20051500784;

(e) Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vista Montana Estates; recorded in the Official records of the County Recorder of Pima County, Arizona on August 4, 2005 at Docket 12609, at Page 3585, Sequence 20051500785;

(f) Supplemental Declaration for Vista Montana Estates; recorded in the Official records of the County Recorder of Pima County, Arizona on August 22, 2005 at Docket 12621, at Page 6814, Sequence 20051621162;

(g) Declaration of Access Easement; recorded in the Official records of the County Recorder of Pima County, Arizona on May 9, 2005 at Docket 12548, at Page 3588, Sequence 20050890917;

(collectively, the "Documents").

1. Representations and Warranties. Assignor represents, warrants and covenants that:

(a) Assignor has full power, right and authority to execute and deliver this Assignment;

(b) Assignor has not conveyed, transferred, or assigned the Declarant's rights or Class B Membership or any right or interest therein and has not executed any other document or instrument which might prevent or limit Assignee from performing its obligations under the terms and provisions of the Documents and this Assignment;

(c) Assignor shall make no other assignment of the rights or interest's hereby assigned; and

(d) Assignor shall perform and observe, in timely fashion, each and all of the covenants, conditions, obligations and agreement of Assignor as required to affect this Assignment.

2. Power of Attorney. Assignor does hereby make, constitute and appoint Assignee, its successors and assigns, Assignor's true and lawful attorney in fact, in Assignor's name, place and stead, or otherwise:

(a) To do all acts and to execute, acknowledge, obtain and deliver any and all instruments, documents, items or things necessary, proper or required as a term, condition or provision of the Documents or in order to exercise any rights of Assignor under the Documents or to receive and enforce any performance due Assignor under the Documents;

(b) To give any notices, instructions, or other communications in connection with the Documents;

(c) To demand and receive all performances due under or with respect to the Documents and to take all lawful ways and means for the enforcement thereof and to compromise and settle any claim or cause of action involving Assignor arising from or related to the Documents and give acquaintances and others sufficient discharges relating thereto; and

(d) To file any claim or proceeding or to take any other action, either in its own name, in that of its nominee, in the name of Assignor, or otherwise, to enforce performance under or related to the Documents or protect and preserve the right, title and interest of Assignee hereunder.

The power of attorney given herein is a power coupled with an interest and shall be irrevocable. Nonetheless, Assignee shall have no obligation to exercise any of the foregoing rights and powers in any event.

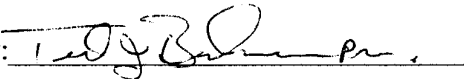
3. Further Assurance. Assignor, upon request of Assignee, shall execute and deliver such further documents and do such further acts as may be reasonably necessary to carry out the intent of this Assignment and to perfect and preserve the rights and interests of Assignee hereunder.

4. Time is of the Essence. Time is of the essence hereof. This Assignment shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns; this Assignment, however, is not intended to confer any right or remedies upon any person other than the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, these presents are executed as of November 30, 2011.

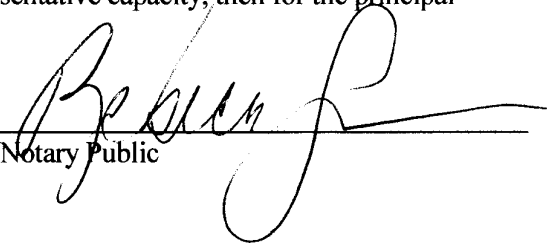
**ASSIGNOR:**

**TJ BEDNAR CO.**

By: 

STATE OF ARIZONA                    )  
  )ss.  
COUNTY OF Pima                    )

This instrument was acknowledged before me this <sup>1<sup>st</sup></sup> ~~30<sup>th</sup>~~ day of <sup>December</sup> ~~November~~, 2011, by the persons above-subscribed, and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

  
Notary Public

My Commission Expires:  
8-20-2014

Notary stamp present, but ink  
may not reproduce

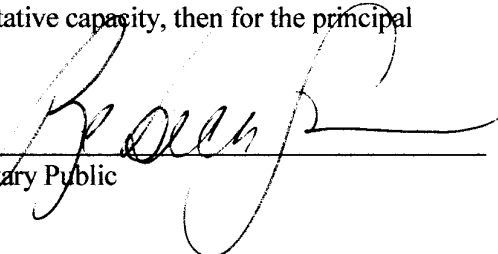
**ASSIGNEE:**

**SOUTHERN ARIZONA LAND TRUST,  
INC., an Arizona non-profit corporation**

By: 

STATE OF ARIZONA                    )  
  )ss.  
COUNTY OF Pima                    )

This instrument was acknowledged before me this 30<sup>th</sup> day of November, 2011, by the persons above-subscribed, and if subscribed in a representative capacity, then for the principal named and in the capacity indicated.

  
Notary Public

My Commission Expires:  
8-20-2014



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