

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cameron Scott
David Weekley Homes
392 East 6400 South, Suite-200
Murray, UT 84107

Tax Parcel Number: 14-003-0355

ASSIGNMENT OF DECLARANT'S RIGHTS

This **ASSIGNMENT OF DECLARANT'S RIGHTS UNDER THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CEDAR CANYON HOA** (the "**Assignment**") is made as of February 20, 2020 (the "**Effective Date**") between **CND-CEDAR CANYON, LLC**, a Utah limited liability company ("**Assignor**"), and **WEEKLEY HOMES, LLC**, a Delaware limited liability company ("**Assignee**").

A. Assignor is the "Declarant" under that certain Declaration of Covenants, Conditions, and Restrictions for Cedar Canyon HOA, dated November 19, 2019 and recorded on November 22, 2020, as Entry No. 123132:2019 in the Official Records of the Office of the Utah County Recorder, State of Utah ("**Declaration**") against the property more fully described in Exhibit A, attached hereto and incorporated herein by reference.

B. Assignor desires to transfer to Assignee all of Assignor's rights and privileges as might be reserved to the Declarant under the Declaration and Assignee desires to accept the transfer thereof, therefore being the successor in title thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration. Effective immediately, Assignor does hereby absolutely, unconditionally, and irrevocably transfer, assign, quitclaim and set over unto Assignee all of Assignor's right, title, interest, powers, privileges, benefits and options as Declarant in, to and under the Declaration or in any other capacity, in, to, under or arising out of the following documents and instruments:

- a. Governing Documents;

- b. Any registered plan, subdivision plat or record of survey map affecting the Property, or any annexation parcels, filed or registered with the Office of the Utah County Recorder, as such may be amended from time to time; and
- c. Any and all other documents and instruments and any amendments relating to or in any way connected with the governance, operation, organization, control or development of the Property. The Governing Documents, the plats, the maps and all other project-related documents described in this Section 1 are collectively referenced herein as the "**Project Documents**".

Such assignment excluding any obligations or liabilities of Assignor arising prior to the Effective Date (collectively, the "**Assigned Rights**"), so that, from and after the Effective Date, Assignee shall be the Declarant and assume Declarant's obligations for all such purposes under the Declaration.

2. Limited Assumption. Assignee does hereby assume from Assignor, all of Assignor's rights, title and interest and those obligations of Assignor first arising from and after the Effective Date only, as "Declarant", as such term used in the Project Documents, or in any other capacity, in, to, under or arising out of the Assigned Rights and does hereby agree to perform all of the duties, obligations and responsibilities of Declarant under the Declaration first arising from and after the Effective Date.

3. No Liability for Prior or Future Acts. Assignor and Assignee hereby acknowledge and agree that Assignee shall not be liable for any claims, liens, demands, charges, encumbrances, litigation, arbitration, legal costs and fees, and judgments arising directly or indirectly out of any prior or future acts of Assignor. Assignor and Assignee hereby acknowledge and agree that Assignor shall not be liable for any claims, liens, demands, changes, encumbrances, litigation, arbitration, legal costs and fees, and judgments arising directly or indirectly out of any future acts of Assignee.

4. Disclaimed Liability. Assignor and Assignee further acknowledge and agree that Assignee expressly disclaims and assumes no liability or obligations of Assignor with respect to any sales practices, representations, omissions or consumer documents related to the marketing and sale of Lots, including without limitation deeds of trust, Truth in Lending Act and the Real Estate Settlement Procedures Act, deeds of conveyance, disclosure statements, buyer's affidavits and acknowledgments of representation, and promissory notes.

5. No Prior Assignment. Assignor does hereby represent, warrant and covenant to and with Assignee that Assignor has not previously transferred, conveyed or encumbered its interest as Declarant under the Declaration in any manner whatsoever.

6. Miscellaneous. This Assignment shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives and assigns. This Assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Utah. This Assignment may be executed in one or more counterparts, either of which shall constitute an original, but all of which together shall constitute one and the same Assignment.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

ASSIGNOR:

CND-CEDAR CANYON, LLC,
a Utah limited liability company

By: DM Weekley, Inc., a Delaware corporation, its
Manager

By: *[Signature]*
Name: John Burchfield
Title: General Counsel

STATE OF TEXAS)
):ss.
COUNTY OF HARRIS)

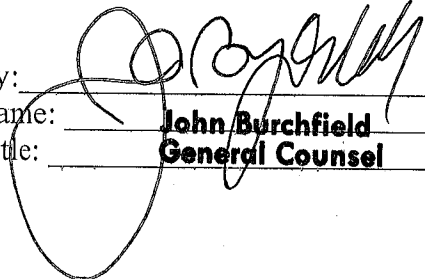
The foregoing instrument was acknowledged before me this 20th day of February, 2020,
by John Burchfield, the General Counsel of DM Weekley
Inc., a Delaware corporation, Manager of CND-Cedar Canyon, LLC, a Utah limited liability
company.



Kristen Mahbubani
NOTARY PUBLIC
My Commission Expires: 7-3-2023

ASSIGNEE:

WEEKLEY HOMES, LLC, a Delaware limited liability company

By: 
 Name: **John Burchfield**
 Title: **General Counsel**

STATE OF TEXAS)
):ss.
 COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 20th day of February, 2020, by John Burchfield, the General Counsel of Weekley Homes, LLC, a Delaware limited liability company.



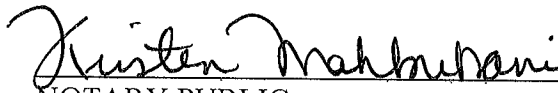

 NOTARY PUBLIC
 My Commission Expires: 7-3-2023

Exhibit A

Legal Description of the Property

LOTS 1 THROUGH 80, INCLUSIVE, PARCELS B, C, D, E AND F, CEDAR CANYON
SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED
NOVEMBER 1, 2019, AS ENTRY NO. 113472:2019 IN THE OFFICIAL RECORDS OF THE
UTAH COUNTY RECORDER, UTAH COUNTY, UTAH.