

WHEN RECORDED MAIL TO:

Maynard, Cooper & Gale, P.C.
1901 6th Avenue N, Ste 2400
Birmingham, Alabama 35203
Attn: Lee Sheppard, Esq.

File No.: 93136-TF

12575370
7/13/2017 2:54:00 PM \$85.00
Book - 10577 Pg - 6084-6089
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

ASSIGNMENT OF DECLARANT RIGHTS

In Reference to Tax ID Number(s):

20-11-400-074, 20-11-400-080, 20-11-400-082, 20-11-400-116, 20-11-400-117, 20-11-478-030,
20-11-478-031, 20-11-478-032, 20-11-478-033, 20-11-478-034, 20-11-478-035, 20-11-478-036,
20-11-478-037, 20-11-478-038, 20-11-478-039, 20-11-478-040, 20-11-478-041, 20-11-478-042,
20-11-478-043, 20-11-478-044, 20-11-478-045, 20-11-478-046, 20-11-478-047, 20-11-478-048,
20-11-478-049, 20-11-478-050, 20-11-478-051, 20-11-478-052, 20-11-478-053, 20-11-478-054,
20-11-478-055, 20-11-478-056, 20-11-478-066, 20-11-478-067, 20-11-478-068, 20-11-478-069,
20-11-478-070, 20-11-478-071, 20-11-478-072, 20-11-480-001, 20-11-480-002, 20-11-480-003,
20-11-480-004, 20-11-480-005, 20-11-478-006, 20-11-478-007, 20-11-480-008, 20-11-480-009,
20-11-480-010, 20-11-480-011, 20-11-480-012, 20-11-480-013, 20-11-480-014, 20-11-480-015,
20-11-480-016, 20-11-480-017, 20-11-480-018, 20-11-480-019, 20-11-480-020, 20-11-480-021,
20-11-480-022, 20-11-480-023, 20-11-480-024, 20-11-480-025, 20-11-480-026, 20-11-400-083.

<p>WHEN RECORDED RETURN TO: Maynard, Cooper & Gale, P.C. 1901 6th Ave. N, Ste 2400 Birmingham, Alabama 35203 Attention: Lee Sheppard, Esq.</p>	<p style="text-align: center;">Space above for County Recorder's use</p>
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ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS (this "Assignment") is made as of July 3, 2017 (the "Effective Date"), by and between **OAKWOOD HOMES OF UTAH LLC**, a Delaware limited liability company ("Assignor"), and **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation ("Assignee"). The Assignor and the Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS

A. HWL Westridge, LLC, a Utah limited liability company ("HWL"), recorded that certain Declaration of Covenants, Conditions, and Restrictions for the Villages at Westridge on July 17, 2013, as Entry No. 11686073, in Book 10160, at Page 2578 of the books and records of the Recorder of Salt Lake County, Utah (the "Records"), as amended to revise the legal description subject thereto by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions for the Villages at Westridge recorded on January 22, 2014, as Entry No. 11793690, in Book 10206, at Page 8479 of the Records (as amended or supplemented from time to time, the "Initial Declaration"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings defined for them in the Declaration.

B. Pursuant to that certain Assignment of Declarant Rights, The Villages at Westridge, recorded on April 28, 2014, as Entry No. 11839674, in Book 10226, at Page 3636 of the Records, HWL assigned its rights as Declarant under the Initial Declaration to Assignor.

C. Assignor recorded that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for the Villages at Westridge on March 22, 2017, as Entry No. 12500795, in Book 10540, at Page 4969 of the Records (the "Second Amendment", together with the Initial Declaration, the "Declaration").

D. Assignor is the “Declarant” under the Declaration and prior to the Effective Date, has not assigned, conveyed or transferred any of its rights as the “Declarant” thereunder.

E. Assignor and Assignee have agreed that the Assignor shall assign to the Assignee all of its right, title and interest as Declarant.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. **Assignment; Acceptance and Assumption of Declarant Rights.** Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest as Declarant pursuant to the Declaration. Assignee (a) accepts the foregoing assignment and transfer and (b) assumes and agrees to perform and discharge Assignor’s covenants, agreements and obligations as Declarant to the extent accruing from and after the Effective Date.

2. **Miscellaneous Provisions.**

(a) Assignor and Assignee agree, at the other party’s request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order more effectively to vest in Assignee all of Assignor’s right, title and interest as Declarant under the Declaration, and to evidence Assignee’s assumption of Assignor’s covenants, agreements and obligations as Declarant from and after the Effective Date, or to otherwise carry out the provisions of this Assignment.

(b) All of the terms, provisions and conditions of this Assignment shall be binding on, and shall inure to and be enforceable by, the parties hereto and their respective successors and assigns.

(c) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile, electronic mail, or other means of electronic transmission is to constitute effective execution and delivery of this Assignment as to the Parties.

(d) If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) This Assignment is subject in all respects to the provisions thereof and is not meant to alter, enlarge, or otherwise modify the provisions of that certain Asset Purchase Assignment by and among Assignee, Assignor and the other parties named therein dated of even date herewith.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment effective as of the Effective Date.

ASSIGNOR:

OAKWOOD HOMES OF UTAH LLC

By: [Signature]
Name: PATRICK H. HAMILL
Title: CHIEF EXECUTIVE OFFICER

STATE OF Colorado)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 30th day of July, 2017, by PATRICK H HAMILL, in his capacity as Chief Executive Officer of Oakwood Homes of Utah LLC, a Delaware limited liability company.

SEAL: TIMOTHY M. KILLCOYNE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064025635
MY COMMISSION EXPIRES JULY 03, 2018

[Signature]
Notary Public

ASSIGNEE:

CLAYTON PROPERTIES GROUP II, INC.

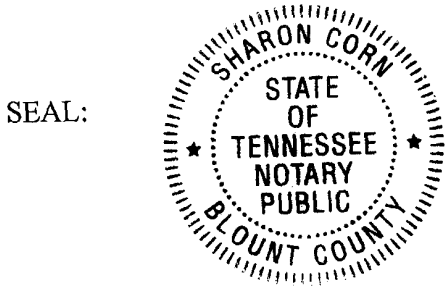
By: [Signature]
Name: MIKE RUTHERFORD
Title: PRESIDENT

STATE OF TENNESSEE)
) ss.
COUNTY OF BLOUNT)

The foregoing instrument was acknowledged before me this 3RD day of JULY, 2017, by MIKE RUTHERFORD in his capacity as PRESIDENT of Clayton Properties Group II, Inc., a Colorado corporation.

[Signature]
Notary Public

My Commission Expires
July 20, 2019



SEAL:

EXHIBIT "A"

LEGAL DESCRIPTION (OVERALL)

LOCATED IN THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ALONG THE SOUTH SECTION LINE, SAID POINT BEING NORTH 89°39'43" WEST, 294.40 FEET ALONG THE SOUTH SECTION LINE AND NORTH 00°17'57" EAST 57.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 89°39'43" WEST, 458.93 FEET; THENCE TO AND ALONG THE EAST BOUNDARY OF WESTRIDGE ESTATES NO. 4A SUBDIVISION AMENDED NORTH 00°02'00" WEST, 996.01 FEET TO THE SOUTHWEST CORNER OF WESTRIDGE ESTATES NO. 1 SUBDIVISION; THENCE ALONG THE SOUTH BOUNDARY OF SAID WESTRIDGE ESTATES NO. 1 SUBDIVISION SOUTH 89°39'41" EAST, 700.00 FEET; THENCE SOUTH 00°02'00" EAST, 540.56 FEET; THENCE SOUTH 89°43'59" WEST, 237.63 FEET; THENCE 4.94 FEET SOUTHWESTERLY ALONG THE ARC OF A 15.00 RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 09°44'22" WEST 4.92 FEET); THENCE SOUTH 00°17'57" WEST, 448.07 FEET TO THE POINT OF BEGINNING.

CONTAINS: 588,301 SQFT OR 13.50 ACRES