

E 142095 B 337 P 71  
Date 13-Jul-2017 02:59PM  
Fee: \$111.00 ACH  
Filed By: CB  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: COTTONWOOD TITLE INSURANCE AGENCY, IN  
Recorded Electronically By Simplifile

WHEN RECORDED MAIL TO:

Maynard, Cooper & Gale, P.C.  
1901 6th Avenue N, Ste 2400  
Birmingham, Alabama 35203

File No.: 93259-TF

ASSIGNMENT OF DECLARANT RIGHTS

Parcel No.	Serial No.	Parcel No.	Serial No.
00-0075-1101	03-WHRIDI-0101	00-0075-1102	03-WHRIDI-0102
00-0075-1103	03-WHRIDI-0103	00-0075-1104	03-WHRIDI-0104
00-0075-1105	03-WHRIDI-0105	00-0075-1107	03-WHRIDI-0107
00-0075-1108	03-WHRIDI-0108	00-0075-1109	03-WHRIDI-0109
00-0075-1110	03-WHRIDI-0110	00-0075-1111	03-WHRIDI-0111
00-0075-1112	03-WHRIDI-0112	00-0075-1113	03-WHRIDI-0113
00-0075-1114	03-WHRIDI-0114	00-0075-1115	03-WHRIDI-0115
00-0075-1116	03-WHRIDI-0116	00-0075-1117	03-WHRIDI-0117
00-0075-1118	03-WHRIDI-0118	00-0075-1119	03-WHRIDI-0119
00-0075-1120	03-WHRIDI-0120	00-0075-1121	03-WHRIDI-0121
00-0075-1122	03-WHRIDI-0122	00-0075-1123	03-WHRIDI-0123
00-0075-1124	03-WHRIDI-0124	00-0075-1125	03-WHRIDI-0125
00-0075-1126	03-WHRIDI-0126	00-0075-1127	03-WHRIDI-0127
00-0075-1128	03-WHRIDI-0128	00-0075-1129	03-WHRIDI-0129
00-0075-1130	03-WHRIDI-0130	00-0075-1131	03-WHRIDI-0131
00-0075-1132	03-WHRIDI-0132	00-0075-1133	03-WHRIDI-0133
00-0075-1134	03-WHRIDI-0134	00-0075-1135	03-WHRIDI-0135
00-0075-1136	03-WHRIDI-0136	00-0075-1137	03-WHRIDI-0137
00-0075-1138	03-WHRIDI-0138	00-0075-1139	03-WHRIDI-0139
00-0075-1140	03-WHRIDI-0140	00-0075-1141	03-WHRIDI-0141
00-0075-1142	03-WHRIDI-0142	00-0075-1143	03-WHRIDI-0143
00-0075-1144	03-WHRIDI-0144	00-0075-1145	03-WHRIDI-0145
00-0075-1146	03-WHRIDI-0146	00-0075-1147	03-WHRIDI-0147
00-0075-1148	03-WHRIDI-0148	00-0075-1149	03-WHRIDI-0149
00-0075-1150	03-WHRIDI-0150	00-0075-1151	03-WHRIDI-0151
00-0075-1152	03-WHRIDI-0152	00-0075-1153	03-WHRIDI-0153
00-0075-1154	03-WHRIDI-0154	00-0075-1155	03-WHRIDI-0155
00-0075-1156	03-WHRIDI-0156	00-0075-1157	03-WHRIDI-0157
00-0075-1158	03-WHRIDI-0158	00-0075-1159	03-WHRIDI-0159
00-0075-1160	03-WHRIDI-0160	00-0075-1161	03-WHRIDI-0161
00-0075-1162	03-WHRIDI-0162	00-0075-1163	03-WHRIDI-0163
00-0075-1164	03-WHRIDI-0164	Parcel A	Parcel B
Parcel C	Parcel D	Parcel E	Parcel F
	00-0003-3330		03-005-015
	00-0005-3058		03-005-015-01

WHEN RECORDED RETURN TO:  
Maynard, Cooper & Gale, P.C.  
1901 6<sup>th</sup> Ave. N, Ste 2400  
Birmingham, Alabama 35203  
Attention: Lee Sheppard, Esq.

Space above for County Recorder's use

**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. Reference is made to that certain Declaration of Covenants, Conditions and Restrictions for Whisper Ridge at Stone Canyon, recorded on June 25, 2008, as Entry No. 112595, Book 265, Page 862 of the books and records of the Recorder of Morgan County, Utah (the "Records"), as assigned pursuant to that certain Assignment and Quitclaim and Conveyance recorded on October 3, 2012, as Entry No. 127141, Book 300, Page 1885 of the Records, as assigned by that certain Assignment of Declarant's Rights recorded on December 11, 2012, as Entry No. 127827, Book 302, Page 1466 of the Records, as amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Whisper Ridge at Stone Canyon recorded on December 11, 2012, as Entry 127826, Book 302, Page 1425 of the Records, as assigned to Assignor with respect to the property described therein (the "Property") by that certain Assignment of Declarant Rights Whisper Ridge at Stone Canyon recorded on April 28, 2014, as Entry 131916, Book 312, Page 512 of the Records, and as amended by that certain Amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Whisper Ridge at Stone Canyon recorded on November 18, 2014, as Entry 133409, Book 315, Page 1848 of the Records (as amended or supplemented from time to time, the "Declaration"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings defined for them in the Declaration.

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B. Assignor is the "Declarant" under the Declaration with respect to the Property and prior to the Effective Date, has not assigned, conveyed or transferred any of its rights as the "Declarant" thereunder.

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

**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 with respect to the Property 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 with respect to the Property 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.

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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 3rd 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: [Notary Seal Box]  
TIMOTHY M. KILLCOYNE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064025635  
MY COMMISSION EXPIRES JULY 03, 2018

[Signature]  
Notary Public



## EXHIBIT "A"

### Legal Description

#### PARCEL 1:

Lots 101 through 105, inclusive, Lots 107 through 164, inclusive, and Parcels A through F, inclusive, of WHISPER RIDGE AT STONE CANYON PHASE 1 SUBDIVISION PRUD, according to the official plat thereof on file and of record in the Morgan County Recorder's Office.

#### PARCEL 2:

The North 495 feet of the Southeast quarter of the Southwest quarter of Section 22, Township 5 North, Range 1 East, Salt Lake Base and Meridian, also described as:

Beginning at a point which is West 1319.87 feet and North 825.00 feet from the South quarter corner of Section 22, Township 5 North, Range 1 East, Salt Lake Base and Meridian and running thence North 484.85 feet; thence North 89°24'46" East 1308.02 feet; thence South 00°30'57" East 498.31 feet; thence West 1312.44 feet to the point of beginning.

TOGETHER WITH a right of way being 30.0 feet on each side of and parallel to the following described centerline as disclosed by that certain Quit Claim Deed recorded February 3, 1995 as Entry No. 67446 in Book M110 at Page 319 of official records:

Beginning at a point South 0°07'42" East 2381.14 feet from the North quarter corner of Section 27, Township 5 North, Range 1 East and running thence North 83°07'06" West 309.82 feet; thence North 61°41'45" West 276.93 feet; thence North 14°05'39" West 249.88 feet; thence North 15°11'39" East 289.68 feet; thence North 03°13'12" East 241.46 feet; thence North 08°55'36" West 576.65 feet; thence North 11°06'18" West 228.19 feet; thence North 18°20'33" West 422.69 feet; thence North 30°13'48" East 130.31 feet; thence North 140.2 feet.

ALSO TOGETHER WITH a right of way appurtenant to Parcel 2, 30 feet wide, being 5 feet East of and 25 feet West of the centerline of an existing water pipe line running through said property as disclosed by that certain Quit Claim Deed recorded February 3, 1995 as Entry No. 67446 in Book M110 at Page 319 of official records.

#### ALSO:

(Property North of Whisper Ridge at Stone Canyon Phase 1 Subdivision PRUD)

This parcel being located in Section 22 and 27, Township 5 North, Range 1 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the South quarter corner of Section 22, Township 5 North, Range 1 East, Salt Lake Base and Meridian and running thence South 00°13'58" West along the quarter section line 1378.05 feet; thence East 11.15 feet; thence South 00°34'30" West 319.37 feet; thence South 15°05'17" East 136.51 feet; thence South 15°05'11" East 452.73 feet; thence South 15°10'00" East 135.77 feet; thence South 38°15'00" East 75.00 feet; thence South 41°30'00" West 29.88 feet; thence North 75°07'24" West 171.95 feet; thence South 43°33'36" West 34.13 feet; thence Southeasterly 59.18 feet along a 144.50 foot radius curve to the left, chord bears South 12°37'47" East for 58.77 feet; thence Southeasterly 22.13 feet along a 111.80 foot radius curve to the right, chord bears South 18°41'02" East for 22.09 feet; thence South 13°01'24" East 637.50 feet to a UDOT right of way line; thence South 70°33'08" West 27.56 feet along

said UDOT right of way line; thence South 77°57'06" West 147.20 feet along said UDOT right of way line; thence Southeasterly 231.51 feet along a 1372.40 foot radius curve to the right (chord bears South 82°47'04" West for 231.23 feet along said UDOT right of way line; thence Northerly along the centerline of Strawberry Creek the following 2 courses: North 21°44'52" East 55.70 feet; thence North 41°08'45" East 49.10 feet; thence North 02°16'28" West 54.97 feet to a point on the Westerly line of Strawberry Creek; thence along said Westerly line the following three courses: North 32°46'31" East 29.48 feet; thence North 45°01'22" East 81.05 feet; thence North 04°25'28" East 38.25 feet; thence North 00°22'15" East 97.89 feet to a

point on the centerline of said Strawberry Creek; thence along said centerline the following four courses: North 16°49'50" West 38.94 feet; thence North 01°38'14" West 48.79 feet; thence North 17°41'20" West 61.16 feet; thence North 17°37'52" East 16.46 feet; thence leaving said centerline and running South 89°22'05" East 132.01 feet; thence North 13°01'24" West 160.43 feet; thence North 00°13'58" East 170.02 feet; thence North 82°45'25" West 309.81 feet; thence North 61°20'04" West 276.93 feet; thence North 13°43'58" West 249.88 feet; thence North 15°33'20" East 289.68 feet; thence North 03°40'30" East 242.04 feet; thence North 08°19'22" West 578.89 feet; thence North 10°32'01" West 228.19 feet; thence North 17°42'21" West 200.95 feet; thence North 17°45'20" West 223.07 feet; thence North 30°49'15" East 130.31 feet; thence North 00°35'27" East 140.20 feet to the section line; thence North 89°24'33" West 607.26 feet; thence North 00°35'27" East 824.97 feet; thence South 89°24'33" East 1312.44 feet; thence South 00°04'30" West 825.00 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion lying Easterly of the line as described in Boundary Line Agreements recorded as Entry Nos. 108328, 108329, 108330, 108331, 108743, 108744, 108745 and 108746, said land lying East of said boundary lines was also reconveyed by a Partial Reconveyance recorded in Book 250 at Page 113.

ALSO LESS: All of Whisper Ridge at Stone Canyon Phase 1 Subdivision PRUD, according to the official plat thereof and of record in the Morgan County Recorder's office.