



When recorded, return to:

STC Holdings, LLC  
3961 Pine Tree Dr.,  
Salt Lake City, UT 84124

### **ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND OBLIGATIONS**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND OBLIGATIONS (this "Assignment") is made effective as of the 23 day of December, 2020 (the "Effective Date"), by and between Shon Colarusso ("Assignor"), and STC Holdings, LLC, ("Assignee").

#### **RECITALS**

A. WHEREAS, Assignor is the Declarant under that certain Amended Covenants, Conditions and Restrictions as well as Bylaws and Articles of Incorporation for the Warner Gateway Homeowner's Association, recorded in the Official Records of Washington County, Utah on July 28, 2020 as Entry No. 20200038923 with regard to community known as the Warner Gateway Subdivision.

B. WHEREAS, Assignor desires to assign, transfer and convey to Assignee and Assignee desires to assume from Assignor all rights, title, interest and obligations of the Declarant as set forth in the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Warner Gateway Subdivision, recorded in the Official Records of Washington County, Utah on July 12, 2018 as Entry No. 20180028662 ("Declaration"), including any amendments thereto, along with all rights, title, interest and obligations of the Declarant as set forth in any of the other governing documents of the Warner Gateway Homeowner's Association ("Association"), along with all rights, title, interest and obligations of the Declarant as otherwise allowed or set forth by law.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, it is agreed as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby assigns,

transfers and conveys unto Assignee, all of Assignor's rights, title, interest and obligations that Assignor has and may have as the Declarant under the Declaration, the governing documents of the Association, or as otherwise allowed or set forth by law.

2. Assumption. Effective as of the Effective Date, Assignee hereby assumes all of Assignor's rights, title, interest and obligations as set forth in the Declaration, the governing documents of the Association, or as otherwise allowed or set forth by law.

3. Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

4. Choice of Law. This Assignment shall be construed in accordance with the laws of the State of Utah, without giving effect to choice of law principles.

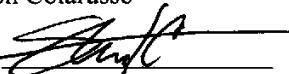
5. Cooperation. Assignor covenants that he will, at any time and from time to time upon written request of Assignee and at the Assignee's sole expense and without the assumption of any additional liability, execute and deliver to the Assignee, and its successors and assigns, any new or confirmatory instruments and take such further acts as the Assignee may reasonably request to fully evidence the assignment contained herein and to enable the Assignee, and its successors and assigns, to fully realize and enjoy the rights and interests assigned hereby.

6. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

EXECUTED as of the date set first forth above.

Assignor:

Shon Colarusso

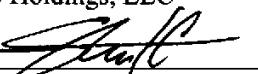
By: 

Name: Shon Colarusso

Its: Individual

Assignee:

STC Holdings, LLC

By: 

Name: Shon Colarusso

Its: Manager

State of Utah )

§

County of Washington)

On this 23 day of December, in the year 2020, before me, Reed D. Scow a notary public, personally appeared Shon Calarusso, and proved on satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Reed D. Scow  
(notary signature)



State of Utah )

§

County of Washington)

On this 23 day of December, in the year 2020, before me, Reed D. Scow a notary public, personally appeared Shon Calarusso, whose identity is personally known to me (or proved on the basis of satisfactory evidence) and who by me duly sworn, did say he is the Manager of STC HOLDINGS,LLC and said document was signed by him in behalf of said Company by Authority of its Bylaws, and said he acknowledged to me said Company executed the same.

Witness my hand and official seal.

Reed D. Scow  
(notary signature)



Exhibit A

Real property encumbered by the Declarations

ALL OF SECTION LOT 15 OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 15 WEST,  
SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 43  
SOUTH RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING  
THENCE N 88°50'54" W ALONG THE SOUTH LINE OF SAID SECTION 1320.06 FEET TO  
THE WEST 1/16 CORNER OF SAID SECTION; THENCE N 1°05'33" E ALONG SAID  
WEST 1/16 LINE 1368.20 FEET TO THE SOUTHWEST 1/16 CORNER OF SAID SECTION;  
THENCE S 88°07'56" E ALONG SAID SOUTHWEST 1/16 LINE 1321.37 FEET TO THE  
SOUTH CENTER 1/16 CORNER OF SAID SECTION; THENCE S 1°08'34" E ALONG SAID  
CENTER SECTION LINE 1351.32 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE SOUTHERN PARKWAY RIGHT OF WAY.

CONTAINS 34.84 ACRES

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