

WHEN RECORDED RETURN TO:

Black Ridge Cove, LLC
475 South Donlee Drive
St. George, Utah 84770

**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS
FOR
BLACK RIDGE COVE**

This ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS (the “**Assignment**”) is executed on the date set forth below (the “**Effective Date**”), by and between and Black Ridge Cove, LLC, a Utah limited liability company (the “**Assignor**”) and Richmond American Homes of Utah, Inc., a Colorado corporation (the “**Assignee**”) pursuant to the provisions of the Declaration described in Recital A below.

RECITALS

A. Assignor is the Declarant under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Black Ridge Cove that was recorded in the Washington County Recorder’s Office on June 18, 2021 as Entry No. 20210042426 (together with all amendments, the “**Declaration**”) against the real property located in Washington County, Utah, and more particularly described on Exhibit A attached hereto and incorporated by this reference (the “**Property**”).

B. Assignor desires to transfer to Assignee all of Assignor’s rights and privileges as the Declarant under the Declaration, and Assignee, as the successor in title to the Property from Assignor, desires to accept the transfer thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms; Status of Recitals; Exhibits. Capitalized terms used and not otherwise defined in this Assignment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above constitute a portion of the terms of this Assignment. All Exhibits are attached hereto and incorporated herein by this reference.

2. Assignment. Assignor hereby, without recourse, representation or warranty, transfers, assigns, and sets over unto Assignee all of Assignor’s right, title, interest, powers, privileges, benefits and duties as Declarant in, to and under the Declaration and the following additional documents:

- a. Any subdivision plat or record of survey map affecting the Property, or any annexation parcels, filed in the official records of the Washington County Recorder, as such may be amended from time to time; and
- b. Any and all other documents and instruments relating to or in any way connected with the governance, operation, organization, control or development of the Property. The

Declaration, plats, maps, and all other documents described in this *Section 2* are collectively referenced herein as the "Governing Documents".

2. Limited Assumption. From and after the Effective Date, Assignee shall be the Declarant and assume all of the Declarant's duties and obligations under the Governing Documents. Assignee hereby agrees to perform all of the duties, obligations and responsibilities of Declarant under the Declaration 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 liabilities, claims, or obligations of Declarant arising out of the acts of Assignor prior to the Effective Date, and Assignor shall not be liable for any liabilities, claims, or obligations of Declarant arising out of the acts of Assignee from and after the Effective Date.

4. No Prior Assignment. Assignor represents and warrants that Assignor has not previously transferred, conveyed or encumbered its interest as Declarant under the Declaration.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and assigns. Assignor acknowledges and agrees that Assignee may assign, sell, transfer, pledge, hypothecate, or otherwise grant any right, title, or interest whatsoever in its rights arising under this Assignment, in Assignee's sole and subjective discretion.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. Any action or claim arising out of the assignment or this Agreement may be instituted and maintained only in the courts of the Fifth Judicial District Court, Washington County, Utah, and the Parties consent to the exclusive jurisdiction of said courts.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which, collectively, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by a duly authorized representative this 17th day of December, 2021.

Black Ridge Cove, LLC, a Utah limited liability company

By: Tech Ridge Management, LLC, a Utah limited liability company
Its: Manager

By: Issac B. Barlow

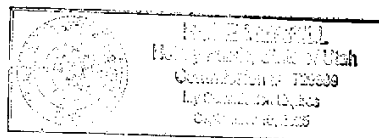
Its: Manager

STATE OF Utah)
)
County of Washington) ss.

The foregoing instrument was acknowledged before me this 17 day of December 2021, by Issac B. Barlow the Manager of Tech Ridge Management, LLC, a Utah limited liability company which is the manager of Black Ridge Cove, LLC, a Utah limited liability company.

Hope Merrill
Notary Public

My commission expires:
Sep. 10, 2025



HOPE MERRILL
Commission #720399
EXPIRES SEPT. 10, 2025

IN WITNESS WHEREOF, the Assignee has caused this Assignment to be executed by a duly authorized representative this 21 day of December, 2021.

**RICHMOND AMERICAN HOMES OF
UTAH, INC.,**

a Colorado corporation

By: *Paul J. Peterson*

Name: PAUL J. PETERSON

Its: REGION PRESIDENT

STATE OF UTAH)

COUNTY OF SALT LAKE) ss.

On the 21 day of December, 2021, personally appeared before me
PAUL PETERSON who by me being duly sworn, did say that she/he is the
DIVISION PRESIDENT of RICHMOND AMERICAN HOMES OF UTAH, INC., and
that the foregoing instrument is signed on behalf of said company and executed with all
necessary authority.

Kay Van Wagoner
Notary Public

My commission expires: 07-28-2023

Residing at: SALT LAKE COUNTY

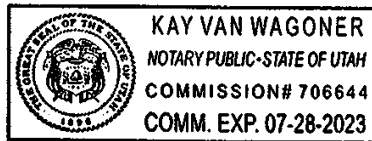


EXHIBIT A

Description of the Property

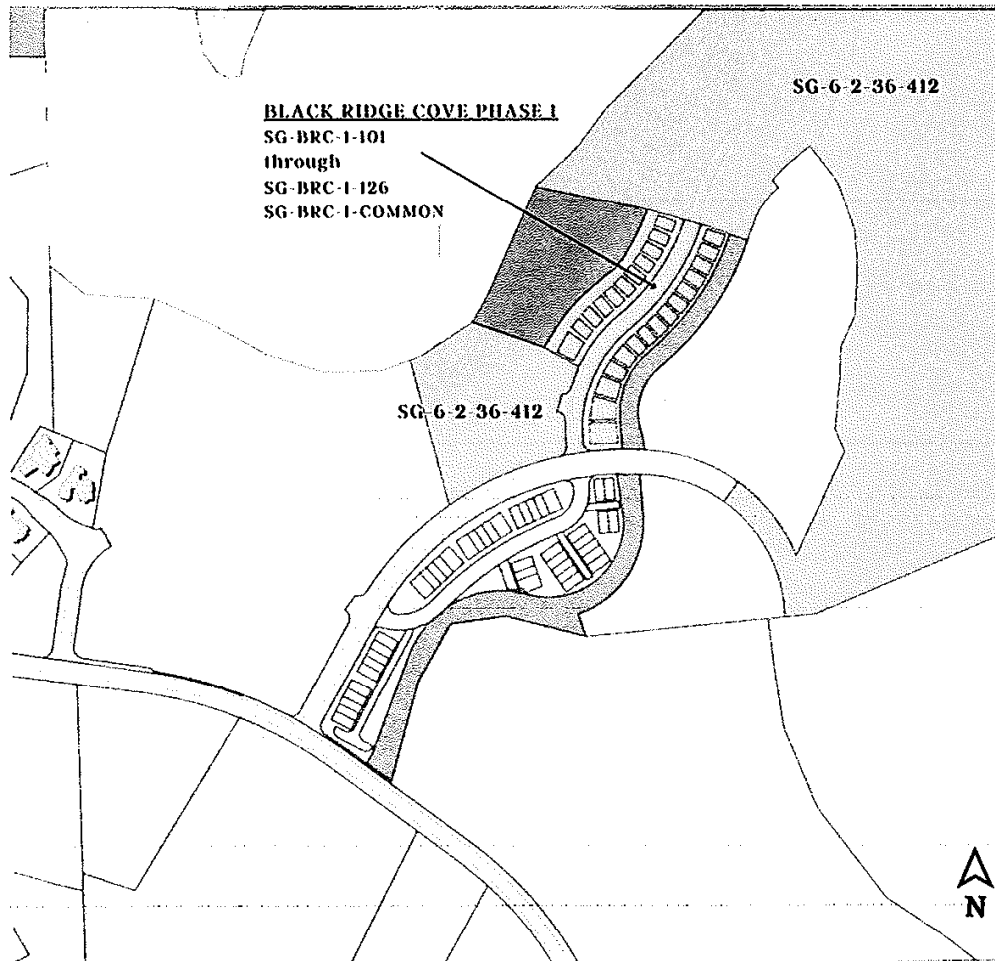
Black Ridge Cove Phase 1

All of **BLACK RIDGE COVE PHASE 1**, according to the official plat filed in the office of the Washington County Recorder on April 29, 2021 as Entry Number 20210041881, including Lots 101 through 126, **Parcel Numbers: SG-BRC-1-101 through SG-BRC-1-126**, and

SG-BRC-1-COMMON

and

PARCEL SG-6-2-36-412



Black Ridge Cove Phase 3

Beginning at a point which is North 88°42'05" West 427.07 feet along the North section line from the North 1/4 corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base and Meridian and running thence South 00°02'53" West 127.70 feet to the point of curvature of a curve to the right having a radius of 320.00 feet; thence Southwesterly 314.53 feet along the arc of said curve through a central angle of 56°18'57" to the point of reverse curvature of a curve to the left having a radius 455.00 feet; thence Southwesterly 82.86 feet along the arc of said curve through a central angle of 10°26'03" to a point of non-tangency; thence South 43°03'45" West 45.52 feet to a point on the arc of a non-tangent curve to the right having a radius of 377.50 feet; thence Southeasterly 26.47 feet along the arc of said curve through a central angle of 04°01'03", the radial direction bears South 52°13'55" West, to a point on the arc of a non-tangent curve to the left having a radius of 243.00 feet; thence Southwesterly 110.15 feet along the arc of said curve through a central angle of 25°58'14", the radial direction bears South 39°02'50" East, to the point of compound curvature of a curve to left having a radius of 440.57 feet; thence Southwesterly 49.15 feet along the arc of said curve through a central angle 06°23'30" to a point on the arc of a non-tangent curve to the right having a radius of 792.42 feet; thence Southwesterly 19.81 feet along the arc of said curve through a central angle of 01°25'56", the radial direction bears North 71°13'44" West, to a point of non-tangency; thence North 69°01'10" West 139.47 feet; thence North 73°42'30" West 50.11 feet; thence North 72°52'24" West 111.20 feet; thence North 77°04'30" West 329.61 feet; thence North 48°14'56" East 164.96 feet; thence North 38°14'53" East 130.39 feet; thence North 46°40'04" East 404.74 feet to a point on said North section line; thence South 88°42'05" East 422.70 feet along said North section line to the point of beginning.

Contains 8.10 acres.

Black Ridge Cove Phase 7

Beginning at a point which is North 88°42'05" West 1539.80 feet along the North section line and South 00°00'00" East 888.04 feet from the North 1/4 corner of Section 36 Township 42 South Range 16 West of the Salt Lake Base and Meridian and running thence South 69°01'34" East 219.99 feet; thence South 59°47'16" East 113.90 feet to a point on the arc of a non-tangent curve to the left having a radius of 420.00 feet; thence Southwesterly 64.00 feet along the arc of said curve through a central angle of 08°43'52", the radial direction bears South 63°24'17" East, to the point of reverse curvature of a curve to the right having a radius of 25.00 feet; thence Southwesterly 33.66 feet along the arc of said curve through a central angle of 77°08'13" to a point of non-tangency; thence South 19°12'24" West 52.00 feet to a point on the arc of a non-tangent curve to the right having a radius of 25.00 feet; thence Southeasterly 40.79 feet along the arc of said curve through a central angle of 93°29'31", the radial direction bears South 01°20'35" West, to the point of reverse curvature of a curve to left having a radius of 420.00 feet; thence Southeasterly 76.04 feet along the arc of said curve through a central angle of 10°22'24" to a point on the arc of a non-tangent curve to the right having a radius of 25.00 feet; thence Southwesterly 36.95 feet along the arc of said curve through a central angle of 84°40'26", the radial direction bears South 84°27'49" West, to the point of reverse curvature of a curve to the left having a radius of 885.00 feet; thence Southwesterly 350.15 feet along the arc of said curve through a central angle of 22°40'09" to a point of non-tangency; thence North 13°33'10"

West 431.17 feet; thence North $71^{\circ}06'16''$ East 36.45 feet; thence North $58^{\circ}01'42''$ East 173.82 feet to the point of beginning.

Contains 3.69 acres.