

DOC # 20230038643

Assignment Page 1 of 6  
Gary Christensen, Washington County Recorder  
12/29/2023 11:36:58 AM Fee \$ 40.00  
By CSB DEVELOPMENT HH LLC



Recorded at the Request of:  
CSB Development HH, LLC  
765 South Skylake Drive  
Woodland Hills, UT 84653

Record against the Property  
described in Exhibit A

After Recording mail to:  
Jenkins Bagley Sperry, PLLC  
285 W. Tabernacle, Ste. 301  
St. George, UT 84770

**ASSIGNMENT OF DECLARANT'S RIGHTS UNDER THE JUNE 5, 2020,  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HURRICANE HEIGHTS TOWNHOMES AND RATIFICATION OF THE JULY 6, 2020,  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR  
HURRICANE HEIGHTS TOWNHOMES**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS AND RATIFICATION OF THE  
JUNE 5, 2020, DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR HURRICANE HEIGHTS TOWNHOMES ("Assignment") is made this 29 day of  
December, 2023 ("Effective Date"), by and between Hurricane Heights Townhomes,  
LLC, a Utah limited liability company ("Assignor"), and CSB Development HH, LLC, a Utah  
limited liability company ("Assignee")

**RECITALS**

WHEREAS, Hurricane Heights Townhomes, LLC purported to encumber the real property  
located in Washington County, Utah and described in the attached **Exhibit A** through the filing,  
as the "Declarant", of that certain *Declaration of Covenants, Conditions, and Restrictions for  
Hurricane Heights Townhomes*, recorded in the Office of the Washington County Recorder on  
June 5, 2020, as Document Number 20200028167 (the "CC&Rs"); and

WHEREAS, CSB Development HH, LLC encumbered the real property located in  
Washington County, Utah and described in the attached **Exhibit A** through the filing, as the  
"Declarant", of that certain *Declaration of Covenants, Conditions, and Restrictions for Hurricane  
Heights Townhomes*, recorded in the Office of the Washington County Recorder on July 6, 2020,  
as Document Number 20200034126; and

WHEREAS, Hurricane Heights Townhomes, LLC desires to quitclaim to and assign to  
CSB Development HH, LLC all Declarant rights held by Hurricane Heights Townhomes, LLC in  
and to Phase 1 of the Project known as the Hurricane Heights Townhomes; and

WHEREAS, CSB Development HH, LLC desires to receive and assume from Hurricane Heights Townhomes, LLC any and all of the rights and obligations that Hurricane Heights Townhomes, LLC may have as Declarant for Phase 1 and for any other Phase under the CC&Rs with respect to the real property located in Washington County, Utah described in attached Exhibit A (the "Property"); and

WHEREAS, CSB Development HH, LLC intends to ratify the *Declaration of Covenants, Conditions, and Restrictions for Hurricane Heights Townhomes*, recorded in the Office of the Washington County Recorder on July 6, 2020, as Document Number 20200034126 as the sole and exclusive Declaration to be deemed one of the Governing Documents as set for the in Section 1.10 of Article 1 of the CC&Rs;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein as part of this Assignment.

2. Assignment. Assignor hereby transfers, conveys, quitclaims and assigns to Assignee any and all of the rights and obligations that Assignor has, may have, or may have had as a Declarant under the CC&Rs (the "Assigned Interest").

3. Assumption. In consideration of the foregoing assignment, Assignee hereby assumes and agrees to pay, discharge, and perform any and all obligations of Assignor under the CC&Rs referred to in the First relating to the Assigned Interest.

4. Assignee's Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless of and from all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, arising as a result of (i) any act, omission or obligation of Assignee as Declarant under the CC&Rs, (ii) Assignee's exercise of rights quitclaimed under this Assignment, or (iii) this Assignment.

5. Assignors' Indemnification of Assignee. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless of and from all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, arising as a result of (i) any act, omission or obligation of Assignor as Declarant under the CC&Rs, (ii) Assignor's exercise of rights quitclaimed under this Assignment, or (iii) this Assignment.

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

Assignment of Declarant Rights of the June 5, 2020, Declaration of Covenants, Conditions, and Restrictions for Hurricane Heights Townhomes and Ratification of the July 6, 2020, Declaration of Covenants, Conditions, and Restrictions for Hurricane Heights Townhomes

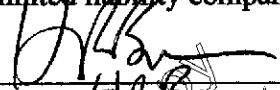
7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.

8. **Legal Counsel.** Assignor and Assignee hereby agree that they have executed this Assignment voluntarily, without coercion or duress of any kind, and have had the opportunity to consult with independent counsel regarding same.

9. **Counterparts.** This Assignment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

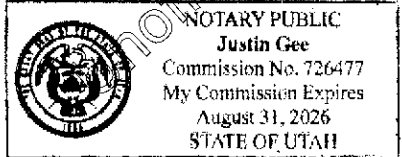
IN WITNESS WHEREOF, the parties hereto execute this Assignment as of the Effective Date.

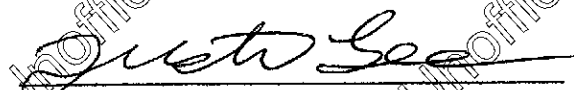
Assignor: **Hurricane Heights Townhomes, LLC, a Utah limited liability company**

  
By: \_\_\_\_\_  
Its: M. B. [Signature]

STATE OF UTAH  
County of Utah :ss.

On this 20 day of December, 2023, personally appeared before me H Russell Brown, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the authorized representative of **Hurricane Heights Townhomes, LLC**, a Utah limited liability company, and that he/she executed the foregoing document on behalf of said company, and he/she acknowledged before me that the company/corporation executed the same for the uses and purposes stated therein.



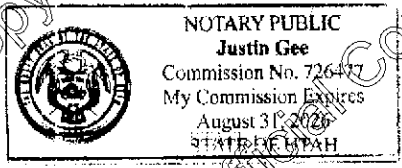
  
Notary Public

Assignee: **CSB Development HH, LLC, a Utah limited liability company**

[Signature]  
By: Russell Brown  
Title: Member

STATE OF UTAH )  
 ) : ss  
COUNTY OF Utah )

On this 20 day of December, 2023, personally appeared before me Russell Brown, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the authorized representative of **CSB Development HH, LLC, a Utah limited liability company**, and that he/she executed the foregoing document on behalf of said company, and he/she acknowledged before me that the company/corporation executed the same for the uses and purposes stated therein..



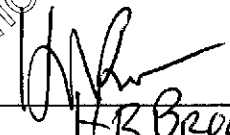
[Signature]  
Notary Public

**RATIFICATION OF THE JULY 6, 2020, DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HURRICANE HEIGHTS TOWNHOMES**

CSB Development HH, LLC, a Utah limited liability company, as the assignee of the rights and obligations under that certain *Declaration of Covenants, Conditions, and Restrictions for Hurricane Heights Townhomes*, recorded in the Office of the Washington County Recorder on June 5, 2020, as Document Number 20200028167.

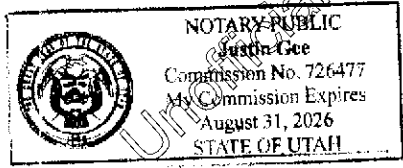
**HEREBY RATIFIES AND ADOPTES** the *Declaration of Covenants, Conditions, and Restrictions for Hurricane Heights Townhomes*, recorded in the Office of the Washington County Recorder on July 6, 2020, as Document Number 20200034126 as the sole and exclusive Declaration and intends that it be deemed one of the Governing Documents defined in Section 1.10 of Article 1 thereof.


**CSB Development HH, LLC,**  
a Utah limited liability company

By:   
Title: Member

STATE OF UTAH )  
 )  
 ) : ss  
COUNTY OF Utah )

On this 20 day of December, 2023, personally appeared before me H R & Sell Brown, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the authorized representative of CSB Development HH, LLC, a Utah limited liability company, and that he/she executed the foregoing document on behalf of said company, and he/she acknowledged before me that the company/corporation executed the same for the uses and purposes stated therein.



  
Notary Public

**EXHIBIT A  
Legal Description**

All of Lots 101 – 130, together with all Common Area, HURRICANE HEIGHTS TOWNHOMES 1 AMD (H), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County Recorder, State of Utah.

Parcel Numbers: H-HHT-1-101 THROUGH H-HHT-1-130