2857122 BK 6234 PG 2205

WHEN RECORDED, RETURN TO:

Mitchell Fielding 1148 W. Legacy Crossing Blvd., Suite 400 Centerville, Utah 84014 E 2857122 B 6234 P 2205-2210
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/30/2015 5:00:00 PM
FEE \$58.00 Pgs: 6
DEP eCASH REC'D FOR JACK FISHER HOMES

All of lots 101-114, Old Farm at Parkway, Phase I **and** All of Lots 201-219, Old Farm at Parkway, Phase II Serial Numbers 11-706-0101 through 11-706-0114 and Parcel A **and** 11-735-0201 through 0219

AGREEMENT REGARDING THE ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS

This Agreement Regarding the Assignment and Assumption of Declarant Rights (the "Assignment") is made effective as of March 27, 2015 from Oakwood Homes of Utah, LLC, a Delaware limited liability company ("Assignor") to Jack Fisher Development of Northern Utah, LLC, a Utah limited liability company ("Assignee").

Section 1.1 Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns and conveys unto Assignee all of Assignor's right, title and interest as Declarant in, to and under the Covenants, Conditions and Restrictions for Old Farm At Parkway Homeowners Association, recorded on October 10, 2012, as Entry No. 2692496 of the records of the Davis County Recorder, as supplemented by that certain Declaration of Annexation Old Farm At Parkway Homeowners Association, recorded on January 23, 2014, as Entry No. 2786784 of the records of the Davis County Recorder (the "Declaration").

TO HAVE AND TO HOLD the Declarant rights unto Assignee, its successors and assigns, forever, subject, however, to the terms of this Assignment.

Section 1.2 <u>Assignor's Representations</u>. Assignor hereby warrants and represents, for the benefit of Assignee, that Assignor is "<u>Declarant</u>", as defined in the Declaration, having full right and power to assign Assignor's rights as set forth in the Declaration; and there has been no prior assignment of Assignor's rights as set forth in the Declaration to any other person or entity. Assignee hereby accepts the Assignment and assumes all of the rights and obligations as defined in the Declaration with respect to the property subject to the Declaration, from the date this Assignment is executed going forward into the future.

Section 1.3 <u>Indemnification</u>. Assignee shall fully indemnify and hold Assignor harmless from and against any and all claims, actions, losses, damages, fees, costs, expenses and liabilities arising out of or resulting from the future exercise of any of the Declarant rights that are hereby assigned to Assignee. This indemnification and hold harmless protection shall apply in favor of Assignor regardless of whether the Declarant rights are exercised by Assignee or any successor-in-interest or assignee of Assignee.

Section 1.4 <u>Architectural Approval</u>. Assignee agrees to provide Assignor the necessary architectural approval for its plans, which approval shall not be unreasonably withheld; provided, however, approval shall be assumed for homes similar in design and size to those constructed or offered for sale in Phase 1 and Phase 2 of the Old Farm at the Parkway subdivision ("<u>Old Farm</u>"). Additionally, the plans attached hereto as <u>Exhibit "A"</u> are deemed approved by the Assignor, Assignee and any successor-in-interest Declarant (as defined in the Declaration) and therefore suitable for construction in Old Farm. This Section 1.4 shall terminate (including the rights and obligations hereto) after Assignor and Assignee each no longer own a lot or home in Old Farm.

Section 1.5 <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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Section 1.6 Governing Law. This Assignment, and any claim, controversy or dispute arising under or related to this Assignment or the rights, duties and relationship of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Utah.

EXECUTED as of the date first written above.

THE CALL TO CALL THE COLOR SHOP THE COURT OF THE COLOR OF THE COLOR OF THE CALL THE	
	ASSIGNOR:
	OAKWOOD HOMES OF UTAH, LLC
	By: Name: Title:
COUNTY OP SECT FORE) SS	
On this 20 day of March January 200 km who acknowledged himse and that he as s the foregoing instrument for the purposes there	2015, before me, the undersigned, personally appeared elf to be the <u>VILLAR</u> of <u>OCKWER</u> HOMES auch When the being authorized to do so, executed in.
In witness whereof, I have hereunto set	t my hand and official coal
ne without wholout, I have heloume see	TERESAT, BROWN
Illesa De	Notery Public, State of Utah & Commission #862643
Notary Public	My Commission Expires February 02, 2017
	ASSIGNEE:
	JACK FISHER DEVELOPMENT OF NORTHERN UTAH, LLC
	BY: JACK FISHER HOMES, LLC ITS: MANAGER
	By: On H. Wright Title: Managing Partner
STATE OF UTAH)	
) ss	
COUNTY OF DAVIS)	
2914	
On this 29th day of March, 2015, be	efore me, the undersigned, personally appeared Colin H.
	Managing Partner of Jack Fisher Homes, LLC, Manager of
	.C, and that he as such, being authorized to do so, executed
the foregoing instrument for the purposes there	In.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public



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Exhibit "A"

(Attached approved plans)

Granby

D

2,801 Total Sq. Ft.

1,972 Finished Sq. Ft.

829 Basement Sq. Ft.

3 Bedrooms

2.5 Bathrooms

2-Car Garage



Optional Elevations B, C, D





OAKWOOD HOMES 206 East Winchester Street Murray, Utah 84107 801-270-6400







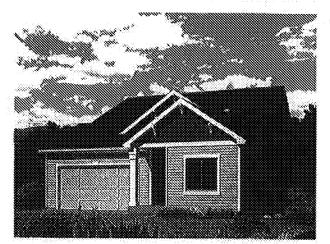
Gunnison

- 3,442 Total Sq. Ft.
- 2,056 Finished Sq. Ft.
- 1,386 Basement Sq. Ft.
- 2 Bedrooms
- 2 Bathrooms
- 2-Car Garage



Optional Elevations B, C, D





OAKWOOD HOMES 206 East Winchester Street Murray, Utah 84107 801-270-6400







Yampa

3,252 Total Sq. Ft.

2,229 Finished Sq. Ft.

1,023 Basement Sq. Ft.

3 Bedrooms



Optional Elevations B, C, D







OAKWOOD HOMES 206 East Winchester Street Murray, Utah 84107 801-270-6400



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