

WHEN RECORDED MAIL TO:

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

File No.: 93138-TF

## ASSIGNMENT OF DECLARANT RIGHTS

Tax ID Numbers:

12-835-0101	12-835-0102	12-835-0103	12-835-0104
12-835-0105	12-835-0106	12-835-0107	12-835-0108
12-835-0109	12-835-0110	12-835-0111	12-835-0112
12-835-0113	12-835-0114	12-835-0115	12-835-0116
12-835-0117	12-835-0118	12-835-0119	12-835-0120
12-835-0121	12-835-0122	12-835-0123	12-835-0124
12-835-0125	12-835-0126	12-835-0127	12-835-0128
12-835-0129	12-835-0130	12-835-0131	12-835-0132
12-835-0133	12-858-0201	12-858-0202	12-858-0203
12-858-0204	12-858-0205	12-858-0206	12-858-0207
12-858-0208	12-858-0209	12-858-0210	12-858-0211
12-858-0212	12-858-0213	12-858-0214	12-858-0215
12-858-0216	12-858-0217	12-858-0218	12-858-0219
12-858-0220	12-858-0221	12-858-0222	12-858-0223
12-858-0224	12-858-0225	12-858-0226	12-858-0227
12-858-0228	12-858-0229	12-858-0230	12-858-0231
12-858-0232	12-858-0233	12-858-0234	12-858-0235

<p>WHEN RECORDED RETURN TO: Maynard, Cooper &amp; Gale, P.C. 1901 6<sup>th</sup> Ave. N, Ste 2400 Birmingham, Alabama 35203 Attention: Lee Sheppard, Esq.</p>	<p>Space above for County Recorder's use</p>
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**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. GMW Development, Inc., a Utah corporation ("GMW"), recorded that certain Declaration of Covenants, Conditions, and Restrictions for Tivoli Gardens on August 19, 2015, as Entry No. 2887972, in Book 6333, at Page 909 of the books and records of the Recorder of Davis County, Utah (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.

B. Pursuant to that certain Assignment of Declarant's Rights Tivoli Gardens, recorded on October 1, 2015, as Entry No. 2896552, in Book 6363, at Page 640 of the Records (the "Assignment"), GMW assigned its rights as Declarant under the Declaration to Assignor, including but not limited to such rights as they related to other real property subject to the Declaration which may be subsequently conveyed to Assignor.

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

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

**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 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 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.





## EXHIBIT "A"

### Legal Description

#### Parcel 1:

A portion of the NE1/4 of Section 15, Township 4 North, Range 2 West, Salt Lake Base & Meridian, located in West Valley City, Utah, more particularly described as follows:

Beginning at a point located S0°08'46"W along the Section line 659.54 feet from the Northeast Corner of Section 15, T4N, R2W, S.L.B.& M.; thence S0°08'46"W along the Section line 659.51 feet; thence S89°58'02"W 1,328.30 feet along the south line of the north half of the NE1/4 of said Section 15 to the southeast corner of ANTELOPE RUN Subdivision according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N0°07'52"E along said Plat 330.50 feet; thence S89°52'08"E 100.00 feet; thence S0°07'52"W 85.28 feet; thence S89°52'08"E 260.00 feet; thence N80°40'08"E 60.83 feet; thence S89°52'08"E 110.00 feet; thence N0°07'52"E 83.97 feet; thence N66°04'41"E 87.61 feet; thence N72°34'08"E 83.91 feet; thence S89°49'03"E 166.00 feet; thence N89°59'20"E 60.00 feet; thence S89°52'08"E 379.39 feet; thence N0°08'46"E 263.00 feet; thence N89°58'36"E 33.00 feet to the point of beginning.

#### Parcel 2:

A portion of the NE1/4 of Section 15, Township 4 North, Range 2 West, Salt Lake Base & Meridian, located in Syracuse, Utah, more particularly described as follows:

Beginning at a point located S0°08'46"W along the Section line 659.54 feet and S89°58'36"W 33.00 feet from the Northeast Corner of Section 15, T4N, R2W, S.L.B.& M.; thence S0°08'46"W 263.00 feet; thence N89°52'08"W 379.39 feet; thence S89°59'20"W 60.00 feet; thence N89°49'03"W 166.00 feet; thence S72°34'08"W 83.91 feet; thence S66°04'41"W 87.61 feet; thence S0°07'52"W 83.97 feet; thence N89°52'08"W 110.00 feet; thence S80°40'08"W 60.83 feet; thence N89°52'08"W 260.00 feet; thence N0°07'52"E 85.28 feet; thence N89°52'08"W 100.00 feet to the easterly line of ANTELOPE RUN Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N0°07'52"E along said Plat 329.23 feet to the south line of DESERTSCAPE Subdivision (Amended Lot 1), according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N89°58'36"E along said Plat and extension thereof 1,295.47 feet to the point of beginning.