



\*W3264429\*

When recorded, return to:

Ogden 3, LLC  
1835 W. 1500 S.  
Salt Lake City, UT 84104

E# 3264429 PG 1 OF 4  
Leann H. Kilts, WEBER COUNTY RECORDER  
21-Nov-22 0341 PM FEE \$132.00 DEP SI  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

**ASSIGNMENT AND ASSUMPTION OF  
DECLARANT RIGHTS AND OBLIGATIONS**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS AND OBLIGATIONS (“Assignment”) is made effective as of the 18 day of November, 2022, (“Effective Date”), by and between STC HOLDINGS, LLC, a Utah limited liability company (“Assignor”), and OGDEN 3, LLC, a Utah limited liability company (“Assignee”).

**RECITALS**

A. WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions, and Restrictions for Winston Park, recorded in the Official Records of Weber County, Utah on August 3, 2022 as Entry No. 3248722 (“Declaration”), as well as bylaws and articles of incorporation for the Winston Park Homeowners Association, Inc. (“Association”), with regard to the residential subdivision known as the Winston Park Subdivision in Weber County Utah.

B. WHEREAS, Assignor desires to assign, transfer and convey to Assignee all rights, powers, privileges, title, interest and obligations of the Declarant as set forth in the Declaration and in any of the other governing documents of the Association including but not limited to articles of incorporation and bylaws, along with all rights, powers, privileges, title, interest and obligations of the Declarant as otherwise allowed or set forth by law.

**ASSIGNMENT AND ASSUMPTION**

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

1. Assignment. Assignor hereby releases and relinquishes any and all claims to and assigns, transfers and conveys unto Assignee, all of Assignor’s rights, powers, privileges, 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. Assignee hereby assumes all of Assignor’s rights, powers, privileges, 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 arising after the Effective Date.

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 it will, at any time and from time to time upon written request of Assignee 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 first set forth above.


Assignor:

STC HOLDINGS, LLC

By:   
Shen Colarusso, President

Assignee:

OGDEN 3, LLC

By:   
Wade Rumsey, a Manager

State of Utah )  
 )§  
County of Salt Lake

On this 18 day of November, 2022, before me, Sarah Feddersen a notary public, personally appeared Shon Colarusso, 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 President of STC HOLDINGS, LLC and said document was signed by him on behalf of said company, and acknowledged to me that said company executed the same.

Witness my hand and official seal.



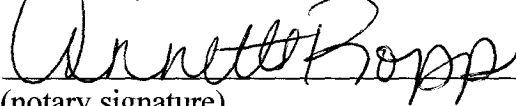
(notary signature)



IDAHO  
State of ~~Utah~~ )  
 )§  
County of BONNEVILLE

On this 16<sup>th</sup> day of November, 2022, before me, Annette Ropp a notary public, personally appeared, Wade Rumsey 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 Ogden 3, LLC and said document was signed by him on behalf of said company, and acknowledged to me said company executed the same.

Witness my hand and official seal.



(notary signature)



Exhibit A

Real property encumbered by the Declaration

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. SAID TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING FENCE LINE EXTENDED DEFINED AS THE WESTERLY BANK OF A SLOUGH, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE QUARTER SECTION LINE 152.35 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE BEGINNING AT A POINT ON THE EXISTING FENCE LINE EXTENDED DEFINED AS THE WESTERLY BANK OF A SLOUGH, SAID POINT BEING NORTH 89°15'08" WEST ALONG THE QUARTER SECTION LINE 152.35 FEET FROM THE NORTHEAST CORNER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EXISTING FENCE AND WESTERLY BANK OF SAID SLOUGH THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 38°02'07" WEST 414.75 FEET; 2) SOUTH 37°51'05" WEST 188.07 FEET; 3) SOUTH 38°06'04" WEST 513.12 FEET; 4) SOUTH 43°27'51" WEST 42.80 FEET; 5) SOUTH 39°10'43" WEST 191.74 FEET; 6) SOUTH 41°15'28" WEST 152.02 FEET; 7) SOUTH 33°50'24" WEST 167.55 FEET TO POINT ON A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 3184075 AT THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE NORTH 88°46'49" WEST 814.57 FEET ALONG SAID BOUNDARY LINE AGREEMENT; THENCE NORTH 00°41'23" EAST 1318.75 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°15'08" EAST ALONG SAID QUARTER SECTION LINE 1830.36 FEET TO THE POINT OF BEGINNING.

CONTAINS 40.152 ACRES, MORE OR LESS

54 RESIDENTIAL LOTS & 2 COMMON AREAS & 1 PARCEL

Less and excepting all of that parcel identified as "Parcel A" as depicted in the northeast corner of the final Plat as 474,094 SQ FT or 10.884 acres.

19-796-0001 thru 0056