

Ent: 388717 - Pg 1 of 9
Date: 8/28/2013 2:22:00 PM
Fee: \$80.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: US Title Insurance Agency

TRANSFER OF DECLARANT RIGHTS
GLENEAGLES TOWNHOUSE NEIGHBORHOOD ASSOCIATION

THIS TRANSFER OF DECLARANT RIGHTS FOR THE GLENEAGLES TOWNHOUSE NEIGHBORHOOD ASSOCIATION ("Transfer") is made this 23 day of July, 2013 by and between HAMLET HOMES CORPORATION, a Utah Corporation ("Transferor Declarant") (Grantor) and J. Paul Christensen and assigns ("Successor Declarant") (Grantee).

RECITALS:

- A. Transferor Declarant made, executed and recorded the Gleneagles Townhouse Neighborhood Association, Inc. Declaration of Covenants, Conditions and Restrictions ("Declaration") dated October 23, 2000 and recorded among the Tooele County Recorder's Office, Entry #154301 Book 0644, page 0256 thru 0289, submitting certain real estate as further described therein (the "Property") to the covenants, charges, restriction, easements and liens contained in the Declaration
- B. Section 1.4 of Article I of the Declaration grants to the Transferor Declarant the unilateral right to transfer the rights, privileges and options reserved to the Declarant in the Declaration (the "Declarant Rights"), provided that such transfer is set forth in an assignment agreement.
- C. Successor Declarant has acquired certain portions of the Property from Transferor Declarant and wishes to develop all or any portion of such Property as part of the Gleneagles Townhouse Neighborhood Association.
- D. In accordance therewith, the Transferor Declarant wishes to transfer all of the Declarant Rights to Successor Declarant, and successor Declarant wishes to accept such Declarant rights, pursuant to the terms contained herein.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and pursuant to Section 1.4 of Article I of the Declaration:

- 747029575
- 1. Transfer. Transferor Declarant hereby absolutely, unconditionally and irrevocably grants, conveys, assigns and transfers to Successor Declarant to have and to hold the same unto Successor Declarant, its successors and assigns forever, all the right, title, benefit and interest of Transferor Declarant in, to and under the Articles of Incorporation, Bylaws and Declaration as the "Declarant," including (without limitation) the rights set forth in Section 1.4 of Article I of the Declaration and the right to exercise any other Declarant Rights in connection with the development of the Property. Hereafter, Transferor Declarant shall not be entitled to exercise any Declarant Rights.
 - 2. Acceptance: Reference. Successor Declarant hereby accepts the foregoing assignment of Declarant Rights from Transferor Declarant. Hereafter, all references to Declarant in the Declaration shall be deemed to refer to Successor Declarant for all purposes.

COURTESY RECORDING

THIS DOCUMENT IS BEING RECORDED SOLELY AS A COURTESY TO THE PARTIES. U.S. TITLE ASSUMES NO RESPONSIBILITY FOR THE CONTENTS HEREOF AND MAKES NO REPRESENTATIONS AS TO THE EFFECT OR VALIDITY OF THIS DOCUMENT.

3. Indemnity. Transferor Declarant agrees to indemnify, defend and hold Successor Declarant harmless from and against any and all loss, liability, claims or causes of action existing in favor of or asserted by any party arising out of Transferor Declarant's position as "Declarant" after the date first written above. In accordance herewith, Transferor Declarant expressly acknowledges that Transferor Declarant shall remain responsible for all obligation, responsibilities and liabilities that accrued before the date of this Transfer.
4. Past Due Assessments. Exhibit A to this document is a list of all past due assessments as of the Transfer Date. It is hereby expressly agreed that these balances pertain to the period prior to the transfer. It is also understood that up to the Transfer Date, the Transferor Declarant has been responsible to fund any deficit of the Association and Transferor Declarant has fulfilled these obligations. As such, Transferor Declarant is entitled to any payment received for the past due assessments to offset the deficit funding provided.
5. Further Assurances. Transferor Declarant shall, upon request of Successor Declarant, execute, acknowledge and deliver all such further acts, assignments, conveyances and assurances as may be requested for the better assigning, assuring and confirming the above conveyance of the Transferor Declarant's rights as Declarant under the Declaration.
6. Severability; Governing Law. This Transfer shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. If any provision of this Transfer or the application thereof to any persons, entities or circumstances shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision which is substantively most similar to such invalid or unenforceable provision, and the remainder of the Transfer, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. This Transfer shall be governed by and construed in accordance with the laws of the State of Utah.
7. Relationship of Parties. Nothing in this Transfer shall be deemed or construed to create the relationship of principal and agent or of partnership, joint venture or any other association between all or any of the parties hereto.
8. Counterparts. This instrument may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Transfer to be executed pursuant to due and proper authority as of the date first set forth above.


[Signatures on following pages]

WITNESS:



TRANSFEROR DECLARANT:

HAMLET HOMES CORPORATION
a Utah Corporation


John Aldous
President

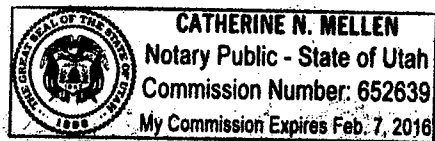
STATE OF UTAH, CITY/COUNTY OF SALT LAKE TO WIT:

I HEREBY CERTIFY that on the 22 day of July, 2013 before me, the subscriber, a Notary Public of the State of Utah, personally appeared, John Aldous, President of Hamlet Homes Corporation, Manager of CHESAPEAKE MEADOWS, LLC, the Transferor Declarant named in the foregoing Transfer of Declarant Rights and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Transferor Declarant.

AS WITNESS my hand and seal.


Notary Public Catherine Mellen

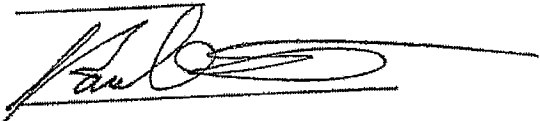
My Commission Expires: Feb 7, 2016



WITNESS:

SUCCESSOR DECLARANT:

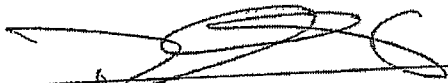
J. Paul Christensen



STATE OF UTAH, CITY/COUNTY OF SALT LAKE TO WIT:

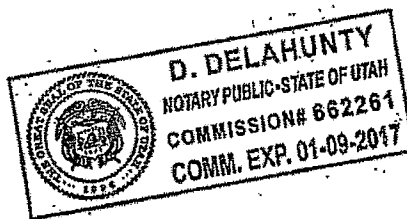
I HEREBY CERTIFY that on the 22 day of Sept, 2017 before me, the subscriber, a Notary Public of the State of Utah, personally appeared, J. Paul Christensen of _____, the Successor Declarant named in the foregoing Transfer of Declarant Rights and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of the Successor Declarant.

AS WITNESS my hand and seal.



Notary Public

My Commission Expires: 12/17



Glencagles Townhouse Neighborhood Assoc
Aged Receivables
As of May 20, 2013

Filter Criteria includes: Report order is by ID. Report is printed in Detail Format.

Customer ID Customer Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
201	SC Apr 05				12.40	12.40
Danielle E. & Fred Lopez	201-0506				42.90	42.90
435 882-3472	SC Jun 05				12.51	12.51
	201-0507				69.60	69.60
	SC Jul 05				12.64	12.64
	201-0508				69.60	69.60
	SC Aug 05				12.75	12.75
	201-0509				69.60	69.60
	SC Sep 05				13.57	13.57
	201-0510				69.60	69.60
	SC Oct 05				13.71	13.71
	201-0511				69.60	69.60
	SC Nov 05				14.54	14.54
	201-0512				69.60	69.60
	SC Dec 05				15.37	15.37
	201-0601				69.60	69.60
	SC Jan 06				15.52	15.52
	201-0602				69.60	69.60
	SC Feb 06				16.37	16.37
	201-0603				69.60	69.60
	SC Mar 06				17.22	17.22
	201-0604				69.60	69.60
	SC Apr 06				18.08	18.08
	201-0605				69.60	69.60
	SC May 06				18.95	18.95
	201-0606				69.60	69.60
	SC Jun 06				19.83	19.83
	201-0607				69.60	69.60
	SC Jul 06				21.07	21.07
	201-0608				69.60	69.60
	SC Aug 06				21.16	21.16
	201-0609				69.60	69.60
	SC Sep 06				22.52	22.52
	201-0610				69.60	69.60
	SC Oct 06				23.42	23.42
	201-0611				69.60	69.60
	SC Nov 06				24.35	24.35
	201-0612				69.60	69.60
	SC Dec 06				25.28	25.28
	201-0701				69.60	69.60
	SC Jan 07				26.22	26.22
	201-0702				69.60	69.60
	SC Feb 07				27.16	27.16
	201-0703				69.60	69.60
	SC Mar 07				28.12	28.12
	201-0704				69.60	69.60
	SC Apr 07				29.09	29.09
	201-0705				69.60	69.60
	SC May 07				32.06	32.06
	201-0706				69.60	69.60
	SC Jun 07				32.10	32.10
	201-0707				69.60	69.60
	SC Jul 07				32.21	32.21
	201-0708				69.60	69.60
	SC Aug 07				32.30	32.30
	201-0709				69.60	69.60
	SC Sep 07				32.41	32.41
	201-0710				69.60	69.60
	SC Oct 07				32.51	32.51
	201-0711				69.60	69.60
	SC Nov 07				32.61	32.61
	201-0712				69.60	69.60
	201-0801				69.60	69.60
	201-0802				69.60	69.60
	SC Feb 08				32.89	32.89

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Customer ID Customer Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
	201-0803				69.60	69.60
	SC Mar 08				32.99	32.99
	201-0804				69.60	69.60
	SC APR 08				33.09	33.09
	201-0805				69.60	69.60
	SC MAY 08				33.19	33.19
	201-0806				69.60	69.60
	SC JUN 08				33.30	33.30
	201-0807				69.60	69.60
	SC JUL 08				33.40	33.40
	201-0808				69.60	69.60
	201-0809				69.60	69.60
	201-0810				69.60	69.60
	201-0811				69.60	69.60
	201-0812				69.60	69.60
	201-0901				69.60	69.60
	201-0902				69.60	69.60
	201-0903				69.60	69.60
	201-0904				69.60	69.60
	201-0905				76.56	76.56
	201-0906				76.56	76.56
	201-0907				76.56	76.56
	201-0908				76.56	76.56
	201-0909				76.56	76.56
	201-0910				76.56	76.56
	201-0911				76.56	76.56
	201-0912				76.56	76.56
	201 2010-2011				1,837.44	1,837.44
	JAN12-201				76.56	76.56
	FEB12-201				76.56	76.56
	MAR12-201				76.56	76.56
	APR12-201				76.56	76.56
	MAY12-201				76.56	76.56
	JUN12-201				76.56	76.56
	JUL12-201				76.56	76.56
	AUG2012-201				76.56	76.56
	SEP12-201				76.56	76.56
	OCT12-201				76.56	76.56
	NOV12-201				76.56	76.56
	DEC12-201				76.56	76.56
	JAN13-201				76.56	76.56
	FEB13-201				76.56	76.56
	MAR13-201			76.56		76.56
	APR13-201		76.56			76.56
	MAY13-201	76.56				76.56
201 Danielle E. & Fred Lopez		76.56	76.56	76.56	7,685.88	7,915.56
202 Kathryn Larsen Terry Larsen 884-1087	JUN13-202	-76.56				-76.56
	JUL13-202	-76.56				-76.56
	AUG13-202	-76.56				-76.56
	SEP13-202	-76.56				-76.56
	OCT13-202	-76.56				-76.56
	NOV13-202	-76.56				-76.56
	DEC13-202	-76.56				-76.56
202 Kathryn Larsen		-535.92				-535.92

Gleneagles Townhouse Neighborhood Assoc
 Aged Receivables
 As of May 20, 2013

Filter Criteria includes: Report order is by ID. Report is printed in Detail Format.

Customer ID Customer Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
204 Chad & Joni Halverson	APR12-204				1.24	1.24
	MAY12-204				1.56	1.56
	MAR13-204			76.56		76.56
	APR13-204		76.56			76.56
	MAY13-204	76.56				76.56
		76.56	76.56	76.56	2.80	232.48
250 Pat M. Vantine 435-882-6650	JUL12-250				76.56	76.56
	AUG2012-250				76.56	76.56
	SEP12-250				76.56	76.56
	OCT12-250				76.56	76.56
	NOV12-250				76.56	76.56
	DEC12-250				76.56	76.56
	JAN13-250				76.56	76.56
	FEB13-250				76.56	76.56
	MAR13-250			76.56		76.56
	APR13-250		76.56			76.56
	MAY13-250	76.56				76.56
		76.56	76.56	76.56	612.48	842.16
251 Salvador Canas Benitez Davidson Realty 466-4848	APR13-251		76.56			76.56
	MAY13-251	76.56				76.56
		76.56	76.56			153.12
252 Richard & Lindsay Bramble 520-0687	252-0901				3.30	3.30
	252-0902				69.60	69.60
	252-0903				69.60	69.60
	252-0904				69.60	69.60
	252-0905				76.56	76.56
	252-0906				76.56	76.56
	252-0907				76.56	76.56
	252-0908				76.56	76.56
	252-0909				76.56	76.56
	252-0910				76.56	76.56
	252-0911				76.56	76.56
	252-0912				76.56	76.56
	252 2010-2011				1,837.44	1,837.44
	JAN12-252				76.56	76.56
	FEB12-252				76.56	76.56
	MAR12-252				76.56	76.56
	APR12-252				76.56	76.56
	FEB13-252				76.56	76.56
	APR13-252			76.56		76.56
MAY13-252	76.56				76.56	
		76.56	76.56		3,044.82	3,197.94
252 Richard & Lindsay Bramble						

5/20/13 at 15:40:18,24

Gleneagles Townhouse Neighborhood Assoc
 Aged Receivables
 As of May 20, 2013

Filter Criteria includes: Report order is by ID. Report is printed in Detail Format.

Customer ID Customer Contact Telephone 1	Invoice/CM #	0 - 30	31 - 60	61 - 90	Over 90 days	Amount Due
254GAR	254 2010-2011				1,454.64	1,454.64
John V. Garcia	JAN12-254				76.56	76.56
	FEB12-254				76.56	76.56
	MAR12-254				76.56	76.56
	APR12-254				76.56	76.56
	MAY12-254				76.56	76.56
	JUN12-254				76.56	76.56
	JUL12-254				76.56	76.56
	AUG2012-254				76.56	76.56
	SEP12-254				76.56	76.56
	OCT12-254				76.56	76.56
	NOV12-254				76.56	76.56
	DEC12-254				76.56	76.56
	JAN13-254				76.56	76.56
	FEB13-254				76.56	76.56
	MAR13-254			76.56		76.56
	APR13-254		76.56			76.56
	MAY13-254	76.56				76.56
		<hr/>				
254GAR		76.56	76.56	76.56	2,526.48	2,756.16
John V. Garcia						
		<hr/>				
Report Total		-76.56	459.36	306.24	13,872.46	14,561.50
		<hr/>				

LEGAL DESCRIPTION

LOTS 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248 AND 249 GLENEAGLES P.U.D., PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE TOOELE COUNTY RECORDER'S OFFICE.

Tax I.D. # 13-082-0-205,
13-082-0-206, 13-082-0-207, 13-082-0-208, 13-082-0-209, 13-082-0-210, 13-082-0-211,
013-082-0-212, 13-082-0-213, 13-082-0-214, 13-082-0-215, 13-082-0-216, 13-082-0-217,
13-082-0-218, 13-082-0-219, 13-082-0-220, 13-082-0-221, 13-082-0-222, 13-082-0-223,
13-082-0-224, 13-082-0-225, 13-082-0-226, 13-082-0-227, 13-082-0-228, 13-082-0-229,
13-082-0-230, 13-082-0-231, 13-082-0-232, 13-082-0-233, 13-082-0-234, 13-082-0-235,
13-082-0-236, 13-082-0-237, 13-082-0-238, 13-082-0-239, 13-082-0-240, 13-082-0-241
13-082-0-242, 13-082-0-243, 13-082-0-244, 13-082-0-245, 13-082-0-246, 13-082-0-247
13-082-0-248, 13-082-0-249