

E 2594241 B 5253 P 152-157
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/15/2011 10:49:00 AM
FEE \$61.00 Pgs: 6
DEP eCASH REC'D FOR COTTONWOOD TITLE INS A

WHEN RECORDED RETURN TO:

ROBERT OLSEN
9045 SOUTH 1300 EAST
SANDY, UTAH 84094

~~07-272-0001~~ through 07-272-0022
and 07-272-0024 through 07-272-0043

47814.AFF **ASSIGNMENT OF DECLARANT STATUS AND RIGHTS
FOR
TUSCANY VILLAGE SUBDIVISION**

This Assignment of Declarant Rights ("**Assignment**") is made on the date evidenced below by RAINEY DEVELOPMENT, INC., a Utah corporation ("**Assignor**") and SCP LAND HOLDINGS I, LLC, a Utah limited liability company ("**Assignee**").

RECITALS

- A. The Assignor herein is the Declarant under the Declaration of Covenants, Conditions, and Restrictions of the Tuscany Village Subdivision, pursuant to a document recorded on February 26, 2009, Entry No. 2427621, records of Davis County, Utah and said Amendment to Declaration of Covenants, Conditions, and Restrictions of the Tuscany Village Subdivision which was recorded on February 23, 2010 as Entry number 2513127.
- B. Assignor (RAINEY DEVELOPMENT, INC) now desires to assign its Declarant Status and Rights for Tuscany Village Subdivision to Assignee (SCP Land Holdings I, LLC) as more specifically set forth below;
- C. Pursuant to the Declaration of Covenants, Conditions, and Restrictions of the Tuscany Village Subdivision and the Amendment to Declaration of Covenants, Conditions, and Restrictions of the Tuscany Village Subdivision, Assignor has received certain rights and obligations reserved to it as Declarant for the proper development and maintenance of the real property within the Tuscany Village Subdivision;
- D. The Declaration also provides for creation of an Association of the property owners within the Tuscany Village Subdivision to manage and maintain the common areas and property, and known as the Tuscany Village Association ("**Association**");
- E. Assignor now desires to convey these certain rights and obligations as Declarant under the Tuscany Village Declaration to Assignee (SCP Land Holdings I, LLC)

by this Assignment of Declarant Status and Rights made pursuant to the terms of the Declaration.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns, transfers and sets over all of its rights, title, interest, authority and obligations described below to Assignee (having revoked, repealed any prior assignments):

ASSIGNMENT

1. The Assignor warrants and represents that it is in possession of the above-described rights and obligations by virtue of its status as Declarant under the Declaration of Covenants, Conditions, and Restrictions of the Tuscany Village Subdivision, and that such rights and obligations are fully assignable to the extent set forth in the Declaration.

2. The Assignor further warrants that it has full right and authority to assign and transfer said rights and obligations and that the rights and obligations herein transferred are free from any adverse claim.

3. The Assignor hereby assigns, transfers and sets over all its rights, interest, authority and obligations granted to Assignor as Declarant by virtue of the Declaration of Covenants, Conditions, and Restrictions of the Tuscany Village Subdivision as described above with the following exceptions:

- a. This Assignment pertains only to the Declarant rights and obligations appurtenant and related to the real property and association described in the Tuscany Village Declaration.
- b. Assignee shall not receive an assignment of any obligations of Assignor for any existing design or construction defects, warranties, or other guarantees pertaining to the existing structures or improvements within the real property described in the Tuscany Village Declaration or elsewhere within the Tuscany Village Subdivision for which Assignee SCP Land Holdings I, LLC had no involvement.

4. The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the Declaration of Covenants, Conditions, and Restrictions of the Tuscany Village Subdivision, and agrees to indemnify and hold the Assignor harmless from any claim or demand resulting from non-performance by the Assignee. However, Assignee shall not assume any liability for any actions that may have been undertaken by Assignor prior to this Assignment.

5. This Assignment shall not affect or impair Assignor's right and ability to exercise, assign, or otherwise transfer its Declarant rights pertaining to other property within the TUSCANY VILLAGE Subdivision.

6. Any dispute regarding this Assignment shall be interpreted in accordance with the laws of the State of Utah with the prevailing party entitled to its actual attorney fees and costs.

7. This Assignment shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

DATED this 23rd day of March, 2011.



Assignor's Signature
RAINEY DEVELOPMENT, INC.



Assignee's Signature
SCP LAND HOLDINGS I, LLC

JOE M RAINY

Assignor's Printed Name
RAINEY DEVELOPMENT, INC.

Chad Bessinger

Assignee's Printed Name
SCP LAND HOLDINGS I, LLC

State of Utah)
 :Ss
County of DAVIS)

On this 23 day of March, 2011, personally appeared before me Joe M. Rainey, the president of Rainey Development, Inc, the signer(s) of the attached document, who duly acknowledged to me that he/she/they executed the same.

Mandi Bott
Notary Public



State of Utah)
 :Ss
County of _____)

On this _____ day of _____, 20____, personally appeared before me Chad Bessinger, the _____ of SCP Land Holdings I, LLC, the signer(s) of the attached document, who duly acknowledged to me that he/she/they executed the same.

~~_____~~
Notary Public

State of Utah)
)
 :Ss
County of _____)

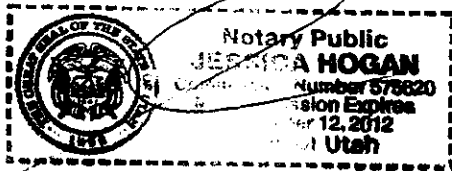
On this _____ day of _____, 20____, personally appeared before me
Joe M. Rainey, the _____ of Rainey Development, Inc,
the signer(s) of the attached document, who duly acknowledged to me that he/she/they
executed the same.

Notary Public

State of Utah)
)
 :Ss
County of DAVIS)

On this 12 day of APRIL, 2011, personally appeared before me
Chad Bessinger, the MANAGER of SCP Land Holdings I, LLC,
the signer(s) of the attached document, who duly acknowledged to me that he/she/they
executed the same.

Jessica Hogan
Notary Public



Legal Description

All of Lots 1-22 and 24-43 in the Tuscan Village P.U.D. Subdivision, according to the official plat thereof, on file and of record in the office of the Davis County Recorder.

Parcel Numbers 07-272-0001 through 07-272-0022 and

07-272-0024 through 07-272-0043