

11833149  
4/14/2014 3:38:00 PM \$30.00  
Book - 10223 Pg - 6264-6270  
Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 7 P.

When Recorded Return To:

M3 Properties, LLC  
6127 Murdoch Woods Pl.  
Salt Lake City, UT 84121

---

**ASSIGNMENT OF DECLARANT'S RIGHTS FOR  
DEERWOOD FARMS SUBDIVISION  
HOLLADAY, UTAH**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS FOR DEERWOOD FARMS SUBDIVISION, HOLLADAY (this "Assignment") is executed this 10 day of April, 2014 by Deerwood Farms, LC, a Utah limited liability company (incorrectly referred to as Deerwood Farms, LLC under the Declaration, as defined herein) ("Assignor"), and Landform, L.L.C., a Utah limited liability company and M3 Properties, LLC, a Utah limited liability company, jointly as ("Assignees").

**RECITALS**

A. Assignor is the entity identified and designated as the Declarant (the "Declarant") in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision Holladay, Utah (the "Declaration") dated the 4<sup>th</sup> day of April, 2013, that was recorded in the office of the Salt Lake County Recorder, Utah, on April 5, 2013 as Entry No. 11612139, in Book 10124, at Page 6023-6047, which Declaration pertains to a residential subdivision known as Deerwood Farms Subdivision, Phase 2 (the "Project") located on that certain real property located in Holladay City, Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto (the "Property"). Capitalized terms not otherwise defined in this Assignment shall have the same meaning given to such terms in the Declaration.

B. Assignees have or will acquire from Assignor 5 of the lots located within the Project, and Assignees desire to acquire from Assignor all rights, title and interest of Assignor as the Declarant arising under the Declaration, insofar as such rights, title and interest relate to the lots acquired by Assignees from Assignor within the Project.

C. Pursuant to Article 10.10, of the Declaration, Assignor is willing to assign to Assignees all of such Assignor's rights, title and interest as a Declarant under the Declaration as hereinafter set forth, insofar as such rights, title and interest relate to the lots acquired by Assignees from Assignor within the Project.

**ASSIGNMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignees hereby agree as follows:

1. Assignment of Declarant Rights. Assignor hereby assigns to Assignees, all rights, title and interest of Assignor as the Declarant under the Declaration, insofar as such rights, title, interest and obligations relate to the lots acquired by Assignee from Assignor from

time to time within the Project (as such Project may be expanded in the future to include additional lots), and Assignees hereby accept from Assignor the assignment of all such Assignor's rights, title and interest as the Declarant under the Declaration.

2. Miscellaneous.

a. Amendments. This Assignment may not be changed orally, but only by written agreement signed by the parties.

b. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

c. Severability. If any provision of this Assignment is held to be invalid, void or unenforceable in whole or in part, the rest of the Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

d. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah.

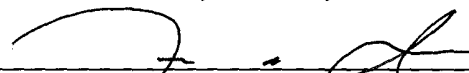
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by persons duly authorized to execute the same as of the date first above written.

Assignor:

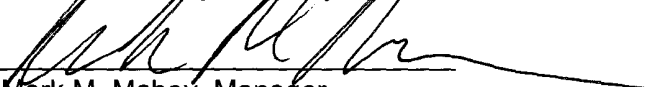
Deerwood Farms, LC,  
a Utah limited liability company

By:   
Kaye L. Gunnell, Manager

Landform, L.L.C.  
a Utah limited liability company

By:   
Franklin S. Ivory, Manager

M3 Properties, LLC,  
a Utah limited liability company

By:   
Mark M. Mabey, Manager

time to time within the Project (as such Project may be expanded in the future to include additional lots), and Assignees hereby accept from Assignor the assignment of all such Assignor's rights, title and interest as the Declarant under the Declaration.

2. Miscellaneous.

a. Amendments. This Assignment may not be changed orally, but only by written agreement signed by the parties.

b. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.


c. Severability. If any provision of this Assignment is held to be invalid, void or unenforceable in whole or in part, the rest of the Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

d. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by persons duly authorized to execute the same as of the date first above written.

Assignor:

Deerwood Farms, LC,  
a Utah limited liability company

By:   
Ronald C. Gunnell, Manager

Landform, L.L.C.  
a Utah limited liability company

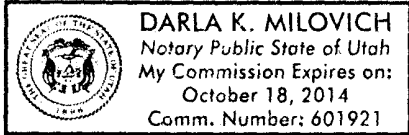
By: \_\_\_\_\_  
Franklin S. Ivory, Manager

M3 Properties, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Mark M. Mabey, Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 10 day of April, 2014, by Kaye L. Gunnell, who is Manager of Deerwood Farms, LC.





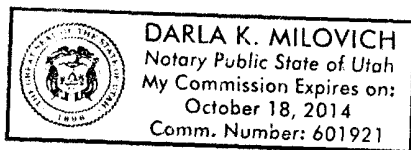
NOTARY PUBLIC


Residing at: Salt Lake County, UT

My Commission Expires: 10/18/14

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 10 day of April, 2014, by Franklin S. Ivory, who is Manager of Landform, L.L.C.





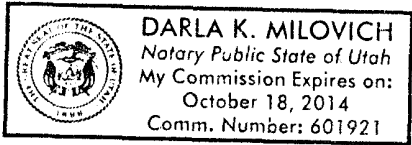
NOTARY PUBLIC

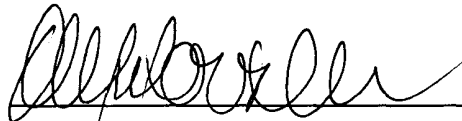
Residing at: Salt Lake County, UT

My Commission Expires: 10/18/14

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 10 day of April, 2014, by Mark M. Mabey, who is Manager of M3 Properties, LLC.



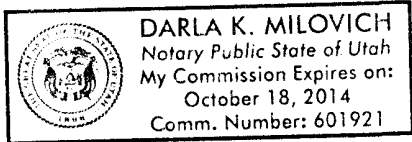
  
\_\_\_\_\_  
NOTARY PUBLIC

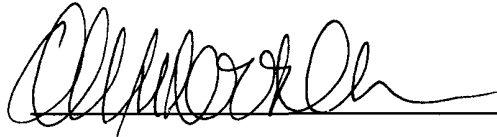
Residing at: Salt Lake County, UT

My Commission Expires: 10/18/14

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 14 day of April, 2014, by Ronald C. Gunnell, who is Manager of Deerwood Farms, LC.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

My Commission Expires: 10/18/14

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April, 2014, by Franklin S. Ivory, who is Manager of Landform, L.L.C.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

My Commission Expires:

**Exhibit A**  
to the ASSIGNMENT OF DECLARANT'S RIGHTS FOR  
DEERWOOD FARMS SUBDIVISION  
HOLLADAY, UTAH

**Legal Description of the Property**

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, DEERWOOD FARMS SUBDIVISION, PHASE 2, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder. Together with a non-exclusive easement for ingress and egress over and across the private roads identified on said plat recorded February 14, 2013 as Entry No. 11577691 in Book 2013P at Page 28, and all appurtenant rights in and to the Common Areas and Facilities identified in the Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision, recorded April 5, 2013 as Entry No. 11612139 in Book 10124 at Page 6023 of official records.

Sidwell Numbers:

Lot 1: 22-15-427-018  
Lot 2: 22-15-427-019  
Lot 3: 22-15-427-020  
Lot 4: 22-15-427-017  
Lot 5: 22-15-427-016  
Lot 6: 22-15-427-015  
Lot 7: 22-15-427-014  
Lot 8: 22-15-427-013  
Lot 9: 22-15-427-012