

ASSIGNMENT OF DECLARANT'S RIGHTS

This Assignment of Declarant's Ridges is made by Brad Reynolds Construction, Inc., a Utah limited liability company ("Declarant") to The Villages on Winchester, LLC, a Utah limited liability company ("Successor Declarant").

RECITALS

A. Brad Reynolds Construction, Inc., was the original "Declarant" pursuant to the Declaration of Covenants, Conditions, And Restrictions For The Villages on Winchester ("Declaration"), recorded on June 19, 2017, as Entry No. 12558657, pages 753-837 in the Salt Lake County Recorder's Office.

B. Declarant has acquired title to that real property (hereinafter "Subject Property") located in Salt Lake County, Utah, which is more particularly described as follows: The Villages on Winchester as recorded in the office of the Salt Lake County Recorder.

C. Declarant's rights under the Declaration are assignable under Article XXII, Section 22.9, Declarant's rights are assignable and any assignee shall have the same rights and privileges as if they were Declarant.

D. Declarant has offered to transfer to Successor Declarant its development rights to the Subject Property and its rights and future obligations as Declarant under the Declaration for all current and future phases of The Villages at Sandy.

E. Successor Declarant is willing to accept Declarant's offer subject to the following provisions and conditions.

AGREEMENT

NOW THEREFORE, for the reasons recited above and in consideration of the mutual promises and covenants herein contained, including the recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby mutually agree as follows:

1. Declarant hereby assigns to Successor Declarant all of its development rights and future obligations of the Declarant pursuant to the Declaration, and Successor Declarant hereby accepts said assignment from Declarant, and hereby assumes all future obligations of the Declarant pursuant to the Declaration for the Subject Property.

2. From and after the Date of Transfer, Successor Declarant shall, at all times, save, indemnify and hold Declarant harmless for any and all actions or causes of action, demands, liabilities, losses or expenses of whatever kind of nature Declarant may suffer as a result of the acts or omission of Successor Declarant after the Date of Transfer.

3. Successor Declarant hereby assumes the future obligations to administer the The Villages on Winchester Homeowners Association, including by way of illustration but not limitation (a) to charge and collect the reinvestment fees, (b) to enforce the provisions of the Declaration, and (c) to do each and everything necessary and appropriate for the smooth and orderly operation of the project. If or when Successor Declarant amends, modifies or changes the Declaration it will specifically and expressly address these matters. Successor Declarant shall have and is hereby granted the exclusive right to collect any and all future fees, assessments and related charges from any lot owner, as they accrue.

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

5. Successor Declarant, in its sole discretion, may reassign the Declarant's rights.

6. This Assignment may be recorded at the sole discretion of Successor Declarant.

7. Declarant warrants and represents that the person signing this Assignment is the authorized signer for Declarant and is authorized to sign this Assignment and legally bind Declarant. By signing this Assignment through the person signing this Assignment, Declarant is legally bound to its provisions.

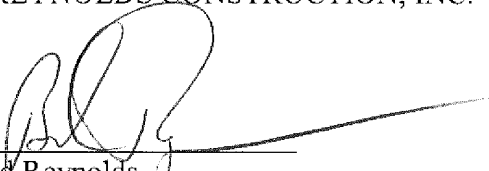
IN WITNESS WHEREOF Declarant and Successor Declarant, intending to be legally bound, have executed this Assignment on the dates expressed below.

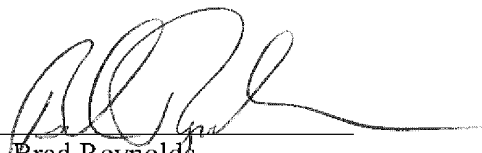
DECLARANT:

SUCCESSOR DECLARANT:

BRAD REYNOLDS CONSTRUCTION, INC.

THE VILLAGES ON WINCHESTER, LLC


By: Brad Reynolds
President


By: Brad Reynolds
Managing Member

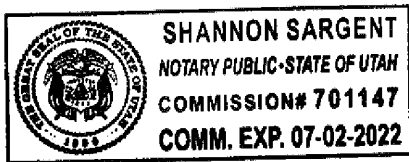




EXHIBIT A
[Legal Description]

All of **The Villages on Winchester**, according to the official plat on file in the office of the Salt Lake County Recorder as Entry Number 12556889, in Book 2017P, at Page 142.

Including Lots T101 through T163 and Common Area

Parcel Numbers: **21224270150000** through **21224270660000**
 21224310010000 through **21224310120000**