

WHEN RECORDED MAIL TO:

Maynard, Cooper & Gale, P.C.  
1901 6th Avenue N, Ste 2400  
Birmingham, Alabama 35203

File No.: 93177-TF

## ASSIGNMENT OF DECLARANT RIGHTS

Tax ID Numbers:

|             |             |             |             |
|-------------|-------------|-------------|-------------|
| 08-545-0101 | 08-545-0102 | 08-545-0103 | 08-545-0104 |
| 08-545-0105 | 08-545-0106 | 08-545-0107 | 08-545-0108 |
| 08-545-0109 | 08-545-0110 | 08-545-0111 | 08-545-0112 |
| 08-545-0113 | 08-545-0114 | 08-545-0115 | 08-545-0116 |
| 08-545-0117 | 08-545-0118 | 08-545-0119 | 08-545-0120 |
| 08-545-0121 | 08-545-0122 | 08-545-0123 | 08-545-0124 |
| 08-545-0125 | 08-545-0126 | 08-545-0127 | 08-545-0128 |
| 08-545-0129 | 08-545-0130 | 08-545-0131 | 08-545-0132 |
| 08-545-0133 | 08-545-0134 | 08-545-0135 | 08-545-0136 |
| 08-545-0137 | 08-545-0138 | 08-545-0139 | 08-545-0140 |
| 08-545-0141 | 08-545-0142 | 08-545-0143 | 08-545-0144 |
| 08-572-0201 | 08-572-0202 | 08-572-0203 | 08-572-0204 |
| 08-572-0205 | 08-572-0206 | 08-572-0207 | 08-572-0208 |
| 08-572-0209 | 08-572-0210 | 08-572-0211 | 08-572-0212 |
| 08-572-0213 | 08-572-0214 | 08-572-0215 | 08-572-0216 |
| 08-572-0217 | 08-572-0218 | 08-572-0219 | 08-572-0220 |
| 08-572-0221 | 08-572-0222 | 08-572-0223 | 08-572-0224 |
| 08-572-0225 | 08-572-0226 | 08-572-0227 | 08-572-0228 |
| 08-572-0229 | 08-572-0230 | 08-572-0231 | 08-572-0232 |
| 08-572-0233 | 08-572-0234 | 08-572-0235 | 08-572-0236 |
| 08-572-0237 | 08-572-0238 | 08-572-0239 | 08-572-0240 |
| 08-572-0241 | 08-572-0242 | 08-572-0243 | 08-572-0244 |
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| 08-572-0249 | 08-572-0250 | 08-572-0251 | 08-572-0252 |
| 08-572-0253 | 08-572-0254 | 08-585-0301 | 08-585-0302 |
| 08-585-0303 | 08-585-0304 | 08-585-0305 | 08-585-0306 |
| 08-585-0307 | 08-585-0308 | 08-585-0309 | 08-585-0310 |
| 08-585-0311 | 08-585-0312 | 08-585-0313 | 08-585-0314 |
| 08-585-0315 | 08-585-0316 | 08-585-0317 | 08-585-0318 |
| 08-585-0319 | 08-585-0320 | 08-585-0321 |             |

|                                                                                                                                                                               |                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <p>WHEN RECORDED RETURN TO:<br/>Maynard, Cooper &amp; Gale, P.C.<br/>1901 6<sup>th</sup> Ave. N, Ste 2400<br/>Birmingham, Alabama 35203<br/>Attention: Lee Sheppard, Esq.</p> | <p>Space above for County Recorder's use</p> |
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**ASSIGNMENT OF DECLARANT RIGHTS**

THIS ASSIGNMENT OF DECLARANT RIGHTS (this "Assignment") is made as of July 3, 2017 (the "Effective Date"), by and between **OAKWOOD HOMES OF UTAH LLC**, a Delaware limited liability company ("Assignor"), and **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation ("Assignee"). The Assignor and the Assignee are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

**RECITALS**

A. Assignor, also known as Oakwood Homes of Utah, LLC, recorded that certain Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station on December 31, 2014, as Entry No. 2841670, in Book 6174, at Page 1270 of the books and records of the Recorder of Davis County, Utah (the "Records"), as amended and restated by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station recorded on February 18, 2015, as Entry No. 2849043, in Book 6206, at Page 1038 of the Records, and as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Avenues at the Station recorded on April 20, 2015, as Entry No. 2861327, in Book 6249, at Page 1417 of the Records (as amended or supplemented from time to time, the "Declaration"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings defined for them in the Declaration.

B. Assignor is the "Declarant" under the Declaration and prior to the Effective Date, has not assigned, conveyed or transferred any of its rights as the "Declarant" thereunder.

C. Assignor and Assignee have agreed that the Assignor shall assign to the Assignee all of its right, title and interest as Declarant.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. **Assignment; Acceptance and Assumption of Declarant Rights.** Assignor hereby assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest as Declarant pursuant to the Declaration. Assignee (a) accepts the foregoing assignment and transfer and (b) assumes and agrees to perform and discharge Assignor's covenants, agreements and obligations as Declarant to the extent accruing from and after the Effective Date.

2. **Miscellaneous Provisions.**

(a) Assignor and Assignee agree, at the other party's request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order more effectively to vest in Assignee all of Assignor's right, title and interest as Declarant under the Declaration, and to evidence Assignee's assumption of Assignor's covenants, agreements and obligations as Declarant from and after the Effective Date, or to otherwise carry out the provisions of this Assignment.

(b) All of the terms, provisions and conditions of this Assignment shall be binding on, and shall inure to and be enforceable by, the parties hereto and their respective successors and assigns.

(c) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile, electronic mail, or other means of electronic transmission is to constitute effective execution and delivery of this Assignment as to the Parties.

(d) If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) This Assignment is subject in all respects to the provisions thereof and is not meant to alter, enlarge, or otherwise modify the provisions of that certain Asset Purchase Assignment by and among Assignee, Assignor and the other parties named therein dated of even date herewith.



ASSIGNEE:

CLAYTON PROPERTIES GROUP II, INC.

By: [Signature]  
Name: MIKE RUTHERFORD  
Title: PRESIDENT

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF BLOUNT )

The foregoing instrument was acknowledged before me this 3<sup>RD</sup> day of JULY, 2017, by MIKE RUTHERFORD in his capacity as PRESIDENT of Clayton Properties Group II, Inc., a Colorado corporation.

[Signature]  
Notary Public

My Commission Expires  
July 20, 2019

SEAL:

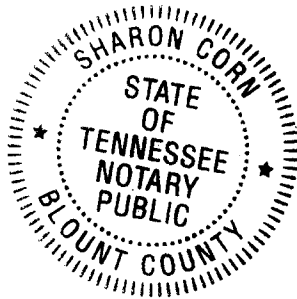


EXHIBIT A

Property Description

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

Beginning at a point on the Westerly Right of Way line of 1100 West Street, said point being also South  $00^{\circ}07'49''$  East, along the Section line 304.93 feet and West 66.00 feet from the East Quarter Corner of Section 23, Township 3 North, Range 1 West, Salt Lake Base and Meridian; and running thence West 188.65 feet to the Easterly Right-of-Way Line of the old Denver and Rio Grande Western Railroad; thence, along said Easterly Right-of-Way Line, north  $34^{\circ}42'21''$  West 1210.88 feet to the Southerly Right-of-Way Line of Clark Lane; thence along said Southerly Right-of-Way Line, the following four (4) courses: (1) South  $89^{\circ}47'40''$  East 506.35 feet, (2) South  $88^{\circ}37'51''$  East 89.23 feet, (3) Easterly 116.98 feet along the arc of a 5760.06 foot radius curve to the left, chord bears South  $89^{\circ}12'45''$  East 116.98 feet, (4) South  $89^{\circ}47'40''$  East 54.57 feet, thence South  $00^{\circ}12'20''$  West 7.11 feet; thence South  $89^{\circ}46'41''$  East 11.14 feet; thence Southeasterly 55.67 feet along the arc of a 59.50 foot radius curve to the right, chord bears South  $63^{\circ}00'48''$  East 53.66 feet; thence Southeasterly 31.31 feet along the arc of a 110.50 foot curve to the left, chord bears South  $44^{\circ}19'43''$  East 31.21 feet; thence Southeasterly 49.55 feet along the arc of a 79.50 foot radius curve to the right, chord bears South  $34^{\circ}35'27''$  East 48.75 feet to said Westerly Right-of-Way Line of 1100 West Street; thence, along said Westerly Right-of-Way Line, the following two (2): (1) South  $00^{\circ}11'00''$  East 591.01 feet, (2) South  $00^{\circ}07'49''$  East 304.72 feet to the point of beginning.