

WHEN RECORDED, RETURN TO:

Mitchell Fielding  
1148 W. Legacy Crossing Blvd., Suite 400  
Centerville, Utah 84014

All of lots 101-114, Old Farm at Parkway, Phase I and All of Lots 201-219, Old Farm at Parkway, Phase II  
Serial Numbers 11-706-0101 through 11-706-0114 and Parcel A and 11-735-0201 through 0219

**AGREEMENT REGARDING THE ASSIGNMENT AND ASSUMPTION  
OF DECLARANT RIGHTS**

This Agreement Regarding the Assignment and Assumption of Declarant Rights (the "Assignment") is made effective as of March 27, 2015 from Oakwood Homes of Utah, LLC, a Delaware limited liability company ("Assignor") to Jack Fisher Development of Northern Utah, LLC, a Utah limited liability company ("Assignee").

Section 1.1 Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns and conveys unto Assignee all of Assignor's right, title and interest as Declarant in, to and under the Covenants, Conditions and Restrictions for Old Farm At Parkway Homeowners Association, recorded on October 10, 2012, as Entry No. 2692496 of the records of the Davis County Recorder, as supplemented by that certain Declaration of Annexation Old Farm At Parkway Homeowners Association, recorded on January 23, 2014, as Entry No. 2786784 of the records of the Davis County Recorder (the "Declaration").

TO HAVE AND TO HOLD the Declarant rights unto Assignee, its successors and assigns, forever, subject, however, to the terms of this Assignment.

Section 1.2 Assignor's Representations. Assignor hereby warrants and represents, for the benefit of Assignee, that Assignor is "Declarant", as defined in the Declaration, having full right and power to assign Assignor's rights as set forth in the Declaration; and there has been no prior assignment of Assignor's rights as set forth in the Declaration to any other person or entity. Assignee hereby accepts the Assignment and assumes all of the rights and obligations as defined in the Declaration with respect to the property subject to the Declaration, from the date this Assignment is executed going forward into the future.

Section 1.3 Indemnification. Assignee shall fully indemnify and hold Assignor harmless from and against any and all claims, actions, losses, damages, fees, costs, expenses and liabilities arising out of or resulting from the future exercise of any of the Declarant rights that are hereby assigned to Assignee. This indemnification and hold harmless protection shall apply in favor of Assignor regardless of whether the Declarant rights are exercised by Assignee or any successor-in-interest or assignee of Assignee.

Section 1.4 Architectural Approval. Assignee agrees to provide Assignor the necessary architectural approval for its plans, which approval shall not be unreasonably withheld; provided, however, approval shall be assumed for homes similar in design and size to those constructed or offered for sale in Phase 1 and Phase 2 of the Old Farm at the Parkway subdivision ("Old Farm"). Additionally, the plans attached hereto as Exhibit "A" are deemed approved by the Assignor, Assignee and any successor-in-interest Declarant (as defined in the Declaration) and therefore suitable for construction in Old Farm. This Section 1.4 shall terminate (including the rights and obligations hereto) after Assignor and Assignee each no longer own a lot or home in Old Farm.

Section 1.5 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 1.6 Governing Law. This Assignment, and any claim, controversy or dispute arising under or related to this Assignment or the rights, duties and relationship of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Utah.

EXECUTED as of the date first written above.

ASSIGNOR:

OAKWOOD HOMES OF UTAH, LLC

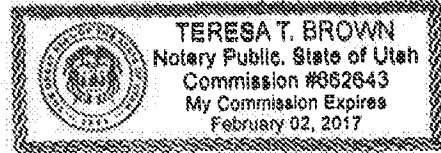
By: \_\_\_\_\_  
Name: James Down  
Title: VP

STATE OF Utah )  
COUNTY OF Salt Lake ) ss

On this 30 day of March, 2015, before me, the undersigned, personally appeared James Down who acknowledged himself to be the VP of Oakwood Homes, LLC and that he as such VP being authorized to do so, executed the foregoing instrument for the purposes therein.

In witness whereof, I have hereunto set my hand and official seal.

Teresa T. Brown  
Notary Public



ASSIGNEE:

JACK FISHER DEVELOPMENT OF NORTHERN UTAH, LLC

BY: JACK FISHER HOMES, LLC  
ITS: MANAGER

By: Colin H. Wright  
Name: Colin H. Wright  
Title: Managing Partner

STATE OF UTAH )  
COUNTY OF DAVIS ) ss

On this 29th day of March, 2015, before me, the undersigned, personally appeared Colin H. Wright, who acknowledged himself to be the Managing Partner of Jack Fisher Homes, LLC, Manager of Jack Fisher Development of Northern Utah, LLC, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein.

In witness whereof, I have hereunto set my hand and official seal.

Mitchell Fielding  
Notary Public

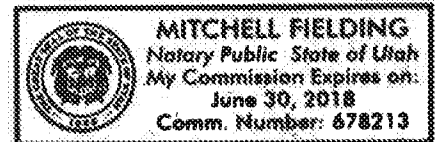


Exhibit "A"

(Attached approved plans)



OAKWOOD  
HOMES

2857122  
BK 6234 PG 2208

# Granby

**2,801** Total Sq. Ft.  
**1,972** Finished Sq. Ft.  
**829** Basement Sq. Ft.  
**3** Bedrooms  
**2.5** Bathrooms  
**2-Car** Garage



A

Optional Elevations B, C, D



B

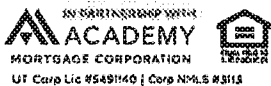


C



D

OAKWOOD HOMES  
206 East Winchester Street  
Murray, Utah 84107  
801-270-6400



801-270-6400 [OakwoodHomesUtah.com](http://OakwoodHomesUtah.com)



2857122  
BK 6234 PG 2209

OAKWOOD  
HOMES

# Gunnison

**3,442** Total Sq. Ft.  
**2,056** Finished Sq. Ft.  
**1,386** Basement Sq. Ft.  
**2** Bedrooms  
**2** Bathrooms  
**2**-Car Garage

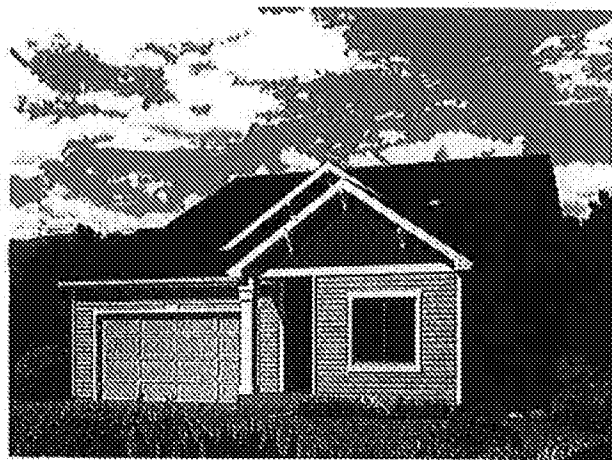


A

Optional Elevations B, C, D



B

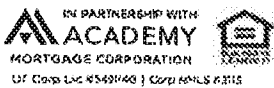


C



D

OAKWOOD HOMES  
206 East Winchester Street  
Murray, Utah 84107  
801-270-6400



801-270-6400 OakwoodHomesUtah.com



2857122  
BK 6234 PG 2210

OAKWOOD  
HOMES

# Yampa

**3,252** Total Sq. Ft.  
**2,229** Finished Sq. Ft.  
**1,023** Basement Sq. Ft.  
**3** Bedrooms  
**2.5** Bathrooms  
**2-Car** Garage



A

Optional Elevations B, C, D



B



C



D

OAKWOOD HOMES  
206 East Winchester Street  
Murray, Utah 84107  
801-270-6400



801-270-6400 [OakwoodHomesUtah.com](http://OakwoodHomesUtah.com)