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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/30/2010 12:25 PM
FEE \$68.00 Pgs: 4
DEP RTT REC'D FOR HENRY WALKER HOM
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WHEN RECORDED RETURN TO:
RICHARDS, KIMBLE & WINN, P.C.
2040 E. Murray-Holladay Rd., Ste. 106
Salt Lake City, Utah 84117

**ASSIGNMENT OF DECLARANT STATUS AND RIGHTS
FOR
BRIDLEWALK PLACE AT SUNSET EQUESTRIAN ESTATES**

This Assignment of Declarant Rights (“Assignment”) is made on the date evidenced below by SH BRIDLEWALK, LLC, a Utah limited liability company (“Assignor”) and HENRY WALKER HOMES, LLC, a Utah limited liability company (“Assignee”).

RECITALS

- A. The Assignor herein was a “First Assignee” of the Declarant’s Status and Rights given by Woodside Sunset Farms, LLC, pursuant to a document recorded on September 15, 2009, Entry No. 2481383, records of David County, Utah.
- B. Assignor (SH Bridlewalk, LLC) now desires to assign its Declarant Status and Rights for Bridlewalk Place at Sunset Equestrian Estates to Assignee (Henry Walker Homes, LLC) as more specifically set forth below;
- C. Pursuant to the Master Declaration, Assignor has received certain rights and obligations reserved to it as Declarant for the proper development and maintenance of the real property within the Sunset Equestrian Estates Subdivision;
- D. The Master Declaration also provides for creation of a Master Association of the property owners within the Sunset Equestrian Estates Subdivision to manage and maintain the common areas and property, and known as the Sunset Equestrian Estates Homeowners Association (“Master Association”);
- E. The Master Declaration contemplates creation of sub-associations within the Master Association composed of smaller parcels or phases within the Sunset Equestrian Estates Subdivision;
- F. Assignor has created a sub-association within the Master Association by the name Bridlewalk Place at Sunset Equestrian Estates, governed by the Master Declaration and a Declaration of Covenants, Conditions, and Restrictions and

Reservation of Easements for Bridlewalk Place at Sunset Equestrian Estates
("Bridlewalk Declaration");

- G. Assignor now desires to convey these certain rights and obligations as Declarant under the Bridlewalk Declaration to Assignee (Henry Walker Homes, LLC) by this Assignment of Declarant Status and Rights made pursuant to the terms of the Bridlewalk 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 Bridlewalk Declaration, and that such rights and obligations are fully assignable.

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 Bridlewalk Declaration 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 sub-association described in the Bridlewalk 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 and sub-association described in the Bridlewalk Declaration or elsewhere within the Sunset Equestrian Estates Subdivision for which Assignee Henry Walker Homes had no involvement.

4. The Assignee hereby assumes and agrees to perform all the remaining and executory obligations of the Assignor under the Bridlewalk Declaration, 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, the Master Association, or any sub-associations within the Sunset Equestrian Estates 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 26 day of February, 2010.

[Signature]
Assignor's Signature
SH Bridlewalk Place, LLC

[Signature]
Assignee's Signature
Henry Walker Homes, LLC
Colin Wright

Robert Miller
Assignor's Printed Name
SH Bridlewalk Place, LLC

Colin Wright
Assignee's Printed Name
Colin Wright


State of Utah
 County of DAVIS

This instrument was acknowledged before me on 02-26-2010
 Date

By COLIN H. WRIGHT
 Name of Person

JESSICA HOGAN
 Name of Notary

[Signature]
 Signature of Notary



Notary Public
JESSICA HOGAN
 Commission Number 575820
 My Commission Expires
 September 12, 2012
 State of Utah

(Notary Stamp)

Exhibit A

Legal Description

Lots 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 922, 923, 924, 926, 927, 928, 929 and 930, BRIDLEWALK PLACE AT KAYSVILLE SUNSET EQUESTRIAN ESTATES, PLAT B, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Lots 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955 and 956, BRIDLEWALK PLACE AT KAYSVILLE SUNSET EQUESTRIAN ESTATES, PLAT A, according to the Official Plat thereof as recorded in the Office of the Davis County Recorder, State of Utah.

Parcel ID Numbers:

08-436-901, 08-436-902, 08-436-903, 08-436-904, 08-436-905, 08-436-906, 08-436-907, 08-436-908, 08-436-909, 08-436-910, 08-436-911, 08-436-912, 08-436-913, 08-436-914, 08-436-915, 08-436-916, 08-436-917, 08-436-918, 08-436-919, 08-436-920, 08-436-922, 08-436-923, 08-436-924, 08-436-926, 08-436-927, 08-436-928, 08-436-929 and 08-436-930.

08-437-932, 08-437-933, 08-437-934, 08-437-935, 08-437-936, 08-437-937, 08-437-938, 08-437-939, 08-437-940, 08-437-941, 08-437-942, 08-437-943, 08-437-944, 08-437-945, 08-437-946, 08-437-947, 08-437-948, 08-437-949, 08-437-950, 08-437-951, 08-437-952, 08-437-953, 08-437-954, 08-437-955, and 08-437-956.