

WHEN RECORDED, MAIL TO:

Clearwater Homes, LLC
C/O Micah Peters
336 West Broadway #110
Salt Lake City, Utah 84101

12282100
5/18/2016 3:27:00 PM \$58.00
Book - 10432 Pg - 5641-5646
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 6 P.

**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS UNDER DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
BIRKHILL TOWNHOME SUBDIVISION**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS UNDER DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Assignment") is made this 17 day of May 2016 (the "Effective Date"), by Birkhill Holdings, LLC, a Utah limited liability company ("Assignor") for the benefit of Clearwater Homes, LLC ("Assignee"), a Utah limited liability company.

RECITALS

A. Assignor is the "Declarant" or has succeeded to the rights of the Declarant under that certain Declaration of Protective Covenants, Conditions and Restrictions for Birkhill Community Association, Inc., recorded September 18, 2008, as Entry No. 10523181 in Book 9643 at Page 7793 of the Official Records of Salt Lake County, Utah (as may be amended or supplemented (the "Declaration"), which Declaration pertains to the development of certain real property located in Salt Lake County, Utah and more particularly described on Exhibit A attached hereto (the "Property").

B. Simultaneously with the execution hereof, Declarant has conveyed the Property to Assignee.

C. Declarant desires to assign, transfer and convey to Assignee, and Assignee desires to receive, assume and accept, all of Assignor's rights, obligations, and interests as Declarant under the Declaration to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby conveys, transfers and assigns to Assignee all of the rights, benefits, privileges, powers, obligations, liabilities, responsibilities, reservations and exemptions of Assignee as the "Declarant" or in any other similar capacity, if any, under the Declaration, whether created by the Declaration or afforded to a declarant under applicable provisions of Utah law, and/or the organizational documents of Birkhill Townhome Owners' Association, Inc. (the "Association").

2. Assumption. As of the Effective Date, Assignee hereby assumes the responsibilities, liabilities, and obligations of Assignor as “Declarant” under the Declaration and the organizational documents of the Association and such other obligations as are required of a declarant under applicable provisions of Utah law, in each case from and after the Effective Date.

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

4. Assignor’s Status After Effective Date. From and after the recordation of this Assignment, Assignor shall no longer be a declarant under the Declaration, under applicable law or for any purpose whatsoever.

5. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Utah.

6. Miscellaneous. This Assignment shall be binding upon the parties and their respective successors and assigns. If any action or proceeding is commenced by either party with respect to this Assignment, the prevailing party shall be entitled to recover its costs and expenses incurred in such action or proceeding, including attorneys’ fees and costs. Each of Assignor and Assignee agrees to execute such other documents and perform such other acts as may be necessary or desirable to effectuate the intent of this Assignment.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

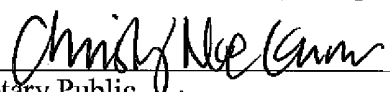
BIRKHILL HOLDINGS, LLC
a Utah limited liability company

By: 
Name: Ryan Peterson
Title: Manager

State of Utah)
County of Salt Lake :SS

The foregoing instrument was acknowledged before me this 17 day of May, 2016, by Ryan Peterson, the Manager of Birkhill Holdings, LLC, a Utah limited liability company.




Notary Public
Residing at: Draper, UT

My commission expires:
5/14/2019

ASSIGNEE:

CLEARWATER HOMES, LLC
a Utah limited liability company

By: *Micah Wells Peters*
Name: Micah Wells Peters
Title: Manager

State of Utah)
County of Salt Lake)
:SS

The foregoing instrument was acknowledged before me this 17 day of May, 2016, by Micah Wells Peters, the Manager of Clearwater Homes, LLC, a Utah limited liability company.

Darla K. Milovich
Notary Public
Residing at: Salt Lake County, UT

My commission expires:
10/18/18



Exhibit "A"

[Legal Description]

Lots 201 through 212 inclusive, Lots 226 through 233 inclusive and Lots 244 through 260 inclusive, BIRKHILL PHASE 2, Amending Lot 202, according to the official plat thereof, filed in Book "2013P" of Plats, at Page 255 of the Official Records of the Salt Lake County Recorder.

+++

Tax Parcel No. 21-01-229-074 - Lot 201
Tax Parcel No. 21-01-229-075 - Lot 202
Tax Parcel No. 21-01-229-076 - Lot 203
Tax Parcel No. 21-01-229-077 - Lot 204
Tax Parcel No. 21-01-229-078 - Lot 205
Tax Parcel No. 21-01-229-079 - Lot 206
Tax Parcel No. 21-01-229-080 - Lot 207
Tax Parcel No. 21-01-229-081 - Lot 208
Tax Parcel No. 21-01-229-082 - Lot 209
Tax Parcel No. 21-01-229-083 - Lot 210
Tax Parcel No. 21-01-229-084 - Lot 211
Tax Parcel No. 21-01-229-085 - Lot 212
Tax Parcel No. 21-01-229-110 - Lot 226
Tax Parcel No. 21-01-229-109 - Lot 227
Tax Parcel No. 21-01-229-108 - Lot 228
Tax Parcel No. 21-01-229-107 - Lot 229
Tax Parcel No. 21-01-229-106 - Lot 230
Tax Parcel No. 21-01-229-105 - Lot 231
Tax Parcel No. 21-01-229-104 - Lot 232
Tax Parcel No. 21-01-229-103 - Lot 233
Tax Parcel No. 21-01-229-086 - Lot 244
Tax Parcel No. 21-01-229-087 - Lot 245
Tax Parcel No. 21-01-229-088 - Lot 246
Tax Parcel No. 21-01-229-089 - Lot 247
Tax Parcel No. 21-01-229-090 - Lot 248
Tax Parcel No. 21-01-229-091 - Lot 249
Tax Parcel No. 21-01-229-092 - Lot 250
Tax Parcel No. 21-01-229-093 - Lot 251
Tax Parcel No. 21-01-229-094 - Lot 252
Tax Parcel No. 21-01-229-102 - Lot 253
Tax Parcel No. 21-01-229-101 - Lot 254
Tax Parcel No. 21-01-229-100 - Lot 255
Tax Parcel No. 21-01-229-099 - Lot 256
Tax Parcel No. 21-01-229-098 - Lot 257
Tax Parcel No. 21-01-229-097 - Lot 258
Tax Parcel No. 21-01-229-096 - Lot 259
Tax Parcel No. 21-01-229-095 - Lot 260