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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
DAVID WEEKLEY HOMES
CAMERON SCOTT
392 E 6400 S, SUITE 200
MURRAY UT 84107
BY: SSP, DEPUTY - MI 5 P.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Cameron Scott
David Weekley Homes
392 East 6400 South, Suite 200
Murray, UT 84107

Tax Parcel Number: 34-06-328-183

ASSIGNMENT OF DECLARANT'S RIGHTS

This **ASSIGNMENT OF DECLARANT'S RIGHTS UNDER THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ROCKWELL PARK** (the "Assignment") is made as of February 5, 2020 (the "Effective Date") between **DEVELOPMENT DYNAMICS, LLC**, a Utah limited liability company ("Assignor"), and **WEEKLEY HOMES, LLC**, a Delaware limited liability company ("Assignee").

A. Assignor is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Rockwell Park, recorded on November 5, 2019 as Entry No. 13116615 in Book 10856 at Page 562 in the Official Records of the Office of the Salt Lake County Recorder, State of Utah ("**Declaration**") against the property more fully described in Exhibit A, attached here and incorporated herein by reference.

B. Assignor desires to transfer to Assignee all of Assignor's rights and privileges as might be reserved to the Declarant under the Declaration and Assignee desires to accept the transfer thereof, therefore being the successor in title thereto.

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

1. Assignment. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration. Effective immediately, Assignor does hereby absolutely, unconditionally, and irrevocably transfer, assign, quitclaim and set over unto Assignee all of Assignor's right, title, interest, powers, privileges, benefits and options as Declarant in, to and under the Declaration or in any other capacity, in, to, under or arising out of the following documents and instruments:

- a. Project Documents;
- b. Any registered plan, subdivision plat or record of survey map affecting the Property, or any annexation parcels, filed or registered with the Office of the Salt Lake County Recorder, as such may be amended from time to time; and
- c. Any and all other documents and instruments and any amendments relating to or in any way connected with the governance, operation, organization, control or development of the Property. The Project Documents, the plats, the maps and all other project-related documents described in this Section 1 are collectively referenced herein as the “**Governing Documents**”.

Such assignment excluding any obligations or liabilities of Assignor arising prior to the Effective Date (collectively, the “**Assigned Rights**”), so that, from and after the Effective Date, Assignee shall be the Declarant and assume Declarant’s obligations for all such purposes under the Declaration.

2. Limited Assumption. Assignee does hereby assume from Assignor, all of Assignor's rights, title and interest and those obligations of Assignor first arising from and after the Effective Date only, as “Declarant”, as such term used in the Governing Documents, or in any other capacity, in, to, under or arising out of the Assigned Rights and does hereby agree to perform all of the duties, obligations and responsibilities of Declarant under the Declaration first arising from and after the Effective Date.

3. No Liability for Prior or Future Acts. Assignor and Assignee hereby acknowledge and agree that Assignee shall not be liable for any claims, liens, demands, charges, encumbrances, litigation, arbitration, legal costs and fees, and judgments arising directly or indirectly out of any prior or future acts of Assignor. Assignor and Assignee hereby acknowledge and agree that Assignor shall not be liable for any claims, liens, demands, charges, encumbrances, litigation, arbitration, legal costs and fees, and judgments arising directly or indirectly out of any future acts of Assignee.

4. Disclaimed Liability. Assignor and Assignee further acknowledge and agree that Assignee expressly disclaims and assumes no liability or obligations of Assignor with respect to any sales practices, representations, omissions or consumer documents related to the marketing and sale of Lots, including without limitation deeds of trust, Truth in Lending Act and the Real Estate Settlement Procedures Act, deeds of conveyance, disclosure statements, Buyer’s affidavits and acknowledgments of representation, and promissory notes.

5. No Prior Assignment. Assignor does hereby represent, warrant and covenant to and with Assignee that Assignor has not previously transferred, conveyed or encumbered its interest as Declarant under the Declaration in any manner whatsoever.

6. Miscellaneous. This Assignment shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors, legal representatives and assigns. This Assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Utah. This Assignment may

be executed in one or more counterparts, either of which shall constitute an original, but all of which together shall constitute one and the same Assignment.

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

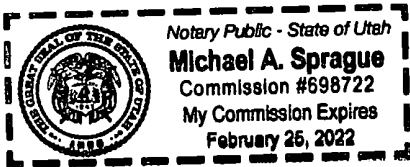
ASSIGNOR:

DEVELOPMENT DYNAMICS, LLC,
a Utah limited liability company

By: _____
Name: David Tolman
Title: manager

STATE OF Utah)
 :SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 30 day of January 2020, by David Tolman, the manager of Development Dynamics, LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC
Residing at: Utah
My Commission Expires: 02/25/22

Exhibit A

Legal Description of the Property

Lots 101 through 144, inclusive, and Parcel A, Parcel B, Parcel C, Parcel D, Parcel E and Parcel G, ROCKWELL PARK SUBDIVISION, AMENDING LOT 1 OF ROCKWELL SQUARE SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah, as recorded on November 5, 2019, as Entry No. 13116614.

ASSIGNEE:

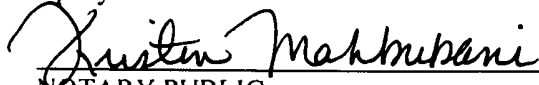
WEEKLEY HOMES, LLC, a Delaware limited liability company

By: 
Name: **John Burchfield**
Title: **General Counsel**

STATE OF Texas)
) :ss.
COUNTY OF Harris)

The foregoing instrument was acknowledged before me this 5th day of February 2019, by John Burchfield, the General Counsel of Weekley Homes, LLC, a Delaware limited liability company.




NOTARY PUBLIC
Residing at: Texas
My Commission Expires: 7-3-2023