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After Recording Return to:

Kirton & McConkie  
Attn: Thomas K. Checketts  
60 E. South Temple, Suite 1800  
Salt Lake City, UT 84111

**DOC # 20090046533**

Assignment Page 1 of 10  
Russell Shirts Washington County Recorder  
12/09/2009 04:15:39 PM Fee \$ 47.00  
By SOUTHERN UTAH TITLE CO



Tax Id. Nos. See Exhibit A

**ASSIGNMENT OF DECLARANT'S RIGHTS**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") is made this 7 day of December, 2009, by SUN HILL HOMES, L.C., a Utah limited liability company ("Assignor"), in favor of SUBURBAN LAND RESERVE, INC., a Utah corporation ("Assignee").

**RECITALS**

A. Assignor is the "Declarant" under that certain Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities, recorded March 31, 2002, as Entry Number 00811390, in Book 1533, Page 2473, in the Official Records of Washington County, Utah, as amended by that certain First Amendment to the Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities, recorded July 15, 2004, as Entry Number 00890166, in Book 1654, Page 2594, in the Official Records of Washington County, as further amended by that certain Second Amendment to the Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities, recorded June 15, 2005, as Entry Number 00951499, in Book 1755, Page 1266, in the Official Records of Washington County, as further amended by that certain Third Amendment to the Second Amendment to and Restatement of the Master Declaration of Covenants Conditions and Restrictions of Sunbrook Communities, recorded August 5, 2009, as Entry Number 20090030375, in the Official Records of Washington County Utah (collectively, the "Declaration").

B. The Declaration encumbers certain real property comprising the project commonly known as the "Sunbrook Communities," located in St. George City, Washington County, Utah, more particularly described on Exhibit A, attached hereto and incorporated by reference herein (the "Properties").

C. Assignor has agreed to sell to Assignee all of Assignor's right, title, and interest in and to the Properties owned by Assignor, and Assignor desires to assign to Assignee all of its rights, duties, privileges, interests, obligations, powers, and reservations as Declarant under the Declaration, including, without limitation, all of Assignor's rights, duties, and obligations as the Class B member under the Declaration. Assignee desires to assume all of the rights, duties, and obligations of Assignee as Declarant.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions of the Declaration, Assignor and Assignee hereby agree as follows:

1. Definitions. Any and all capitalized terms used in this Assignment which are not specifically defined herein shall be given the same definitions assigned such terms in the Declaration.

2. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee and Assignee's successors and assigns, all of Assignor's rights, duties, privileges, interests, obligations, powers, and reservations as Declarant arising under or pursuant to the Declaration, including but not limited to Declarant's Class B membership.

3. Assumption. Assignee hereby assumes all of Assignor's rights, duties, privileges, interests, obligations, powers, and reservations as Declarant arising under or pursuant to the Declaration, and hereby agrees to perform, fulfill, and comply with all covenants and obligations to be performed, fulfilled, or complied with by Declarant and the Class B Member under the Declaration, arising from and after the date hereof.

4. Mutual Indemnification. Assignor hereby releases, indemnifies, holds harmless and agrees to defend Assignee, any entity controlling, controlled by or under common control of Assignee ("Affiliates"), and their respective directors, officers, shareholders, partners, members, managers, employees, representatives, agents, successors and assigns ("Related Parties"), for, from and against any and all manners of rights, duties, responsibilities, obligations, actions, causes of action, suits, debts, accounts, fines, liabilities, expenses (including, without limitation, reasonable attorney's fees and reasonable investigative and discovery costs), agreements, damages, judgments, demands, counterclaims, crossclaims, or claims whatsoever whether known or unknown (collectively, "Claims"): (i) arising or accruing on or prior to the recording date of this Assignment on account of or in connection with the Assignor's actions or omissions as Declarant under the Declaration; and (ii) arising on or prior to the recording date of this Assignment on account of or in connection with any bodily injury, loss of life, personal injury, and property damage caused by Assignor or Assignor's agents, servants or employees. Assignor does not indemnify Assignee for any loss, damage or injury resulting from Assignee's or its agents', servants' or employees' negligent acts or omissions or intentional misconduct. Assignee hereby releases, indemnifies, holds harmless and agrees to defend Assignor, its Affiliates and their Related Parties for, from and against any and all Claims: (i) arising or accruing after the recording date of this Assignment on account of or in connection with the Assignee's actions or omissions as Declarant under the Declaration; and (i) arising after the recording date of this Assignment on account of or in connection with any bodily injury, loss of life, personal injury, and property damage caused by Assignee or Assignee's agents, servants or employees. Assignee does not indemnify Assignor for any loss, damage or injury resulting from Assignor's or its agents', servants' or employees' negligent acts or omissions or intentional misconduct.

5. Assignor's Warranties. Assignor represents and warrants that: (a) Assignor is the Declarant under the Declaration and as such has all the rights and authority to assign the Declarant's rights under the Declaration; (b) Assignor has received no notices or demands from ~~Members of the Association, the City of St. George, or any other individual or entity requesting~~

Members of the Association, the City of St. George, or any other individual or entity requesting any action by Assignor as Declarant under the Declaration; and (c) to the best of Assignor's knowledge, there are no existing defaults on the part of Declarant under the Declaration, nor are there any existing conditions which, with the passage of time or the giving of notice, would mature into a default on the part of Declarant.

6. Declarant. From and after the recording date hereof, Assignee shall be the Declarant for all purposes under the Declaration.

7. Further Assurances. Assignor and Assignee agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effectuate the intent of this Assignment.

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

9. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read this Assignment, (ii) he/she has authority to act for the entity designated below, (iii) he/she shall execute this Assignment acting in said capacity.

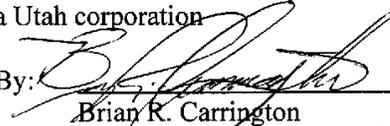
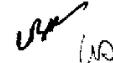
10. Counterparts. This Assignment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

IN WITNESS WHEREOF all the parties hereto execute this Assignment as of the day and year first written above.

Assignor: SUN HILL HOMES, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Assignee: SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By:   
Brian R. Carrington  
President 

[acknowledgements are on the following page]

any action by Assignor as Declarant under the Declaration; and (c) to the best of Assignor's knowledge, there are no existing defaults on the part of Declarant under the Declaration, nor are there any existing conditions which, with the passage of time or the giving of notice, would mature into a default on the part of Declarant.

6. Declarant. From and after the recording date hereof, Assignee shall be the Declarant for all purposes under the Declaration.

7. Further Assurances. Assignor and Assignee agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effectuate the intent of this Assignment.

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

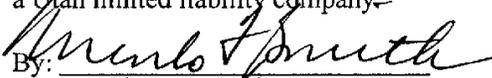
9. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read this Assignment, (ii) he/she has authority to act for the entity designated below, (iii) he/she shall execute this Assignment acting in said capacity.

10. Counterparts. This Assignment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

IN WITNESS WHEREOF all the parties hereto execute this Assignment as of the day and year first written above.

Assignor:

SUN HILL HOMES, L.C.,  
a Utah limited liability company

By: 

Name: Menlo F. Smith

Its: Manager

Assignee:

SUBURBAN LAND RESERVE, INC.,  
a Utah corporation

By: \_\_\_\_\_

Brian R. Carrington  
President

*[acknowledgements are on the following page]*

STATE OF UTAH )  
 : ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2009, personally appeared before me, \_\_\_\_\_ duly sworn, did say that he/she is the manager of Sun Hill Homes, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company in his/her capacity as manager.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 :ss  
COUNTY OF SALT LAKE )

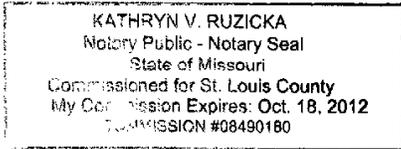
On this 3<sup>rd</sup> day of December, 2009, personally appeared before me Brian R. Carrington, known or satisfactorily proved to me to be the President of Suburban Land Reserve, Inc., a Utah corporation, who acknowledged to me that he signed the foregoing instrument as President for said corporation.

  
\_\_\_\_\_  
Notary Public for Utah



MISSOURI  
STATE OF ~~UTAH~~ )  
COUNTY OF St Louis ) : ss

On this 7 day of December, 2009, personally appeared before me, MENLO F. SMITH duly sworn, did say that he/she is the manager of Sun Hill Homes, L.C., a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said company in his/her capacity as manager.



Kathryn V. Ruzicka  
Notary Public

STATE OF UTAH )  
 ) : ss  
COUNTY OF SALT LAKE )

On this \_\_\_ day of December, 2009, personally appeared before me Brian R. Carrington, known or satisfactorily proved to me to be the President of Suburban Land Reserve, Inc., a Utah corporation, who acknowledged to me that he signed the foregoing instrument as President for said corporation.

\_\_\_\_\_  
Notary Public for Utah

**EXHIBIT A**

(Legal Description and Tax Parcels of the Properties)

That certain real property located in Washington County, Utah, specifically described as follows:

**All Lots** located within the following subdivision plats, unless expressly excluded.

**The French Quarter at Sunbrook**, according to the Official Plat thereof, filed, April 24, 1997, as Document No. 00563916, in Book 1094, Page 0538, Map #1356, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-FQS-1 – 26;

**Santa Maria Subdivision, at Sunbrook, Phase 1**, according to the Official Plat thereof, filed January 6, 1998, as Document No. 00587470, in Book 1165, Page 0355, Map #1425, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-SMSB-1-1 – 1-9; 1-27 – 1-53; 1-55 – 1-63;

**Santa Maria Subdivision at Sunbrook, Phase 2**, according to the Official Plat thereof, filed August 3, 1999, as Document No. 00657007, in Book 1342, Page 1076, Map #1604, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-SMSB-2-64 – 2-89-B; 2-69-B;

**Santa Maria Subdivision at Sunbrook Phase 3**, according to the Official Plat thereof, filed February 4, 2004, as Document No. 00863559, in Book 1613, Page 1508, Map #2124, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-SMSB-3-10 – 3-26; 3-54;

**Santa Maria at Sunbrook Phase 4**, according to the Official Plat thereof, filed November 6, 2007, as Document No. 20070053565, Map #2817, File 12, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-SMSB-4-90 – 107;

**Bellserra Townhomes at Sunbrook Phase 1**, according to the Official Plat thereof, filed July 20, 2001, as Document No. 00728719, in Book

1418, Page 1332, Map #1810, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-BLTS-1-1 – 1-18; and 1-49 - 1-56;

**Bellsera Townhomes at Sunbrook Phase 2**, according to the Official Plat thereof, filed August 1, 2002, as Document No. 00775455, in Book 1478, Page 2089, Map #1928, File 10, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-BLTS-2-19 – 2-31;

**Bellsera Townhomes at Sunbrook Phase 3**, according to the Official Plat thereof, filed October 3, 2003, as Document No. 043719, in Book 1586, Page 2372, Map #2083, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-BLTS-3-32 – 3-48; 3-57 – 3-68;

**Bridgewater Townhomes at Sunbrook**, according to the Official Plat thereof, filed January 13, 1998, as Document No. 0058111, in Book 1167, Page 0537, Map #1430, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-BTSB-1 – 39;

**Crescent Pointe Townhomes at Sunbrook**, according to the Official Plat thereof, filed January 29, 2003, as Document No. 00801252, in Book 1518, Page 2156, Map #1981, File 10, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-CPTS-1-3; 5-16;

**Canyon View Ridge Subdivision at Sunbrook Phase 1**, according to the Official Plat thereof, filed October 17, 1994, as Document No. 00481477, in Book 0857, Page 0618, Map #982, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-CVRS-1- 53;

**Canyon View Ridge Subdivision at Sunbrook Phase 2**, according to the Official Plat thereof, filed April 24, 1997, as Document No. 00563914, in Book 1094, Page 0535, Map #1355, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

**Less and Excepting** Lots 1-6, 12, 14, 16, 17, 24, 29, 41, 42, and 60, Canyon View Ridge Subdivision at Sunbrook Phases 2 and 3, see the recording information above.

Tax Parcels: SG-CVRS-1-7 – 1-11; SG-CVRS-1-13; SG-CVRS - 1-15; SG-CVRS 1-18- 1-23; SG-CVRS 1-25 – 1-28; SG-CVRS; SG-CVRS – 1-30 – 1-40; SG-CVRS 1-43-1-59;

**Canyon View Ridge Subdivision at Sunbrook Phase 3**, according to the Official Plat thereof, filed April 24, 1998, as Document No. 00600265, in Book 1205, Page 0632, Map #1478, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-CVRS-3-61 – 3-69;

**Lots 1 and 3 Sunbrook Centre at Sunbrook**, according to the Official Plat thereof, filed December 18, 1998, as Document No. 00629204, in Book 1393, Page 0645, Map #1551, File 9, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-SCAS-1; SG-SCAS- 3;

**The Pointe at Sunbrook, Phase 1**, according to the Official Plat thereof, filed May 28, 2004, as Document No. 00881869, in Book 1641, Page 2641, Map #2172, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-PAS1-1– 1-17;

**The Pointe at Sunbrook, Phase 2**, according to the Official Plat thereof, filed August 15, 2006, as Document No. 20060036829, Map #2603, File 12, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-PAS-2-18 – 2-32;

**Dolce Vista at Sunbrook Phase 1**, according to the Official Plat thereof, filed October 7, 2005, as Document No. 00976715, in Book 1799, Page 2119, Map #2404, File 11, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-DVS-1-1 – 1-39;

**Bella Vista at Sunbrook**, according to the Official Plat thereof, filed May 4, 2006, as Document No. 20060018099, Map #2538, File 1, on file in the Office of the Recorder of Washington County, State of Utah;

Tax Parcels: SG-BVS-1 – 12; and

**The Cove at Sunbrook**, according to the Official Plat thereof, filed August 16, 2007, as Document No. 20070041328, May #2779, File 12, on file in the Office of the Recorder of Washington County, State of Utah.

Tax Parcels: SG-CSB-101 - 150