

FMA 20374938 (6/17)

AFTER RECORDING RETURN TO:
Fikso Kretschmer Smith Dixon Ormseth PS
2025 First Avenue, Suite 1130
Seattle, WA 98121-2100
Attn: Stacy Clark or Tina Lieu



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06/13/2017 14:53
KING COUNTY, WA

Reference Number of Related Documents: 20071220000096 & 20161031001652
Grantors: OAKPOINTE BUILDERS-LEA HILL, LLC
Grantee: CALATLANTIC HOMES OF WASHINGTON, INC.

ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS ("Assignment"), dated as of June 9, 2017 ("Effective Date"), is entered into by and between OAKPOINTE BUILDERS-LEA HILL, LLC, a Washington limited liability company ("Assignor") and CALATLANTIC HOMES OF WASHINGTON, INC., a Delaware corporation ("Assignee").

RECITALS

A. The plat of Bridges ("Property") was recorded under King County, Washington Recording No. 20071220000095 and amended by a minor correction of map under King County Recording No. 20081118000634. The Property is subject to the Declaration of Covenants, Conditions and Restrictions of Bridges recorded under King County, Washington Recording No. 20071220000096 (the "Declaration"). All capitalized terms not otherwise defined in this Assignment shall have the meanings assigned to them in the Declaration.

B. The original Declarant, Kent 160, LLC ("Original Declarant"), made two prior assignments of certain declarant rights to a builder, with regard to the lots purchased by the builder, by recording Partial Assignments of Declarant Rights recorded under King County Recording Nos. 20121219002822 and 20130722000867 (collectively, "Partial Assignments").

C. The original Declarant, Kent 160, LLC, assigned its declarant rights to Assignor under an Assignment of Declarant Rights which was recorded under King County Recording No. 20161031001652.

D. Contemporaneously herewith, Assignor is conveying a portion of the Property subject to the Declaration to Assignee.

E. Pursuant to the terms and conditions of this Assignment, Assignor desires to transfer to Assignee all of Assignor's rights, powers, entitlements and exemptions as the declarant or a successor declarant under the Declaration, and any bylaws related thereto (as the same may be amended from time to time, the "Bylaws").

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all declarant rights, powers, entitlements, exemptions and successor declarant rights under the Declaration and Bylaws except the rights conveyed under the Partial Assignments (collectively, the "Assigned Rights"). Assignor hereby represents and warrants that it has not previously assigned any portion of the rights it is assigning hereby. Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs of suit) arising out of or relating to the Assigned Rights occurring from and after October 31, 2016 and prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold Assignor harmless from and against any and all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs of suit) arising out of or relating to the Assigned Rights occurring on or after the Effective Date.

2. Further Acts. The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Assignment.

3. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

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

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

6. Counterparts. This Assignment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[Signatures on next page.]

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

ASSIGNOR:

OAKPOINTE BUILDERS-LEA HILL, LLC,
a Washington limited liability company

By: Oakpointe LLC, a Washington limited liability company, its Manager

By:  _____

Name: Brian Ross

Its: Manager

ASSIGNEE:

CALATLANTIC HOMES OF WASHINGTON, INC.,
a Delaware corporation

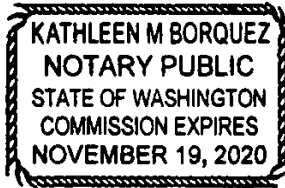
By: _____
Ted T. McKibbin, Regional President - West

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9th day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Brian Ross, known to me to be the Manager of Oakpointe LLC, a Washington limited liability company, the Manager of OAKPOINTE BUILDERS-LEA HILL, LLC, a Washington limited liability company, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereo affixed the day and year in the certificate above written.



Kathleen M Borquez
Signature

Kathleen M. Borquez
Print Name
NOTARY PUBLIC in and for the State of
Washington, residing at Carnation.
My commission expires 11-19-2020.

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

ASSIGNOR:

OAKPOINTE BUILDERS-LEA HILL, LLC,
a Washington limited liability company

By: Oakpointe LLC, a Washington limited
liability company, its Manager

By: _____

Name: Brian Ross

Its: Manager

ASSIGNEE:

CALATLANTIC HOMES OF WASHINGTON, INC.,
a Delaware corporation

By: _____

Ted T. McKibbin, Regional President - West

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9th day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Ted T. McKibbin, known to me to be the Regional President - West of CALATLANTIC HOMES OF WASHINGTON, INC., a Delaware corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Stacia A Clark
Signature

STACIA A CLARK
Print Name

NOTARY PUBLIC in and for the State of
Washington, residing at Bozeman, WA
My commission expires 5-9-19

