

WHEN RECORDED MAIL TO:

Century Land Holdings of Utah, LLC  
8390 E. Crescent Parkway, Ste 650  
Greenwood Village, CO 80111

File No.: 115180-CAF

13540951  
1/22/2021 1:35:00 PM \$40.00  
Book - 11103 Pg - 7907-7913  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 7 P.

## **Partial Assignment of Declarant Rights and Plan Approval**

In Reference to Tax ID Number(s):

20-26-326-049, 20-26-326-048, 20-26-326-047, 20-26-326-046, 20-26-326-045, 20-26-326-044,  
20-26-326-043, 20-26-326-042, 20-26-326-041, 20-26-326-040, 20-26-326-039, 20-26-326-038,  
20-26-326-037, 20-26-326-036, 20-26-326-035, 20-26-326-034, 20-26-326-033, 20-26-326-032,  
20-26-326-031, 20-26-326-030, 20-26-326-029, 20-26-326-028, 20-26-326-027, 20-26-326-026,  
20-26-327-001, 20-26-327-002, 20-26-327-003, 20-26-327-004, 20-26-327-005, 20-26-327-006,  
20-26-327-007, 20-26-328-006, 20-26-328-005, 20-26-328-004, 20-26-328-003, 20-26-328-002,  
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20-26-328-012, 20-26-328-013, 20-26-328-014, 20-26-329-013, 20-26-329-012, 20-26-329-011,  
20-26-329-010, 20-26-329-009, 20-26-329-008, 20-26-329-007, 20-26-329-006, 20-26-329-005,  
20-26-329-004, 20-26-329-003, 20-26-329-002, 20-26-329-001, 20-26-329-014, 20-26-329-015,  
20-26-329-016, 20-26-329-017, 20-26-329-018, 20-26-329-019, 20-26-329-020, 20-26-329-021,  
20-26-329-022, 20-26-329-023, 20-26-329-024, 20-26-329-025, 20-26-329-026, 20-26-329-027,  
20-26-329-028, 20-26-329-029 and 20-26-329-030

**WHEN RECORDED, RETURN TO:**

Century Land Holdings of Utah, LLC  
c/o Century Communities, Inc.  
8390 E. Crescent Parkway, Suite 650  
Greenwood Village, CO 80111  
Attn: Legal Dept.

CT-115180-CAF

**PARTIAL ASSIGNMENT OF DECLARANT RIGHTS  
AND  
PLAN APPROVAL**

This PARTIAL ASSIGNMENT OF DECLARANT RIGHTS AND PLAN APPROVAL (this "Assignment") is made this 21<sup>st</sup> day of January, 2021, by and between CW COPPER RIM 1, LLC, a Utah limited liability company ("Assignor"), and CENTURY LAND HOLDINGS OF UTAH, LLC, a Utah limited liability company ("Assignee").

**RECITALS**

A. Assignor is the "Declarant" under that certain Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Copper Rim, recorded on August 25, 2020 in the official records of Salt Lake County, Utah, at Entry No. 13372970 (as the same may hereinafter be amended and assigned, the "Declaration"). Initially capitalized terms used in this Assignment and not otherwise defined in this Assignment shall have the respective meanings assigned to them in the Declaration.

B. Assignee purchased from Assignor that certain real property constituting residential lots, located in Salt Lake County, Utah, as the same are more particularly described in Exhibit A (the "Assignee Property"), attached hereto and incorporated herein by this reference.

C. As set forth in the Declaration, the Assignee Property has been annexed into the Declaration, and is part of the Property as defined under the Declaration.

D. As "Declarant" under the Declaration, Assignor, has reserved and possesses various rights pertaining to the Property and, pursuant to the Declaration, Declarant may assign all or any portion of such rights to any persons or entities by a written instrument describing the rights assigned, executed by both the assignor and assignee, and recorded in the official records of Salt Lake County, Utah. In connection with the Assignee's acquisition of the Assignee Property, Assignor agreed that it would transfer to Assignee those rights of Declarant arising under the Declaration pertaining to or benefitting the Assignee Property as set forth herein.

E. As of the date of this Assignment, Assignor, is the sole member of the Design Review Board under the Declaration, and with all approval rights as may be exercised by the Design Review Board.

F. All capitalized terms used but not defined herein shall have the meanings given to them in the Declaration.

**AGREEMENT**

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

1. Assignment and Acceptance. Assignor hereby expressly transfers, conveys and assigns to Assignee those rights and exemptions of Declarant under the following Sections of the Declaration solely with respect to the Assignee Property (i) Section 6.17 (Declarant's Exemption), (ii) Section 8.15 (Design Review Process Not Applicable to Declarant); provided, however, Assignor and Assignee acknowledge that compliance with the Design Review Process may be required as a pre-requisite to building permit review by West Jordan City, (iii) Section 9.3 (Utilities), (iv) Section 20.1 (Special Declarant Rights), (v) Section 20.4 (Easement Rights), (vi) Section 20.6 (Assessment Exemption), (vii) Section 20.10 (Exceptions from Use Restrictions), (viii) Section 20.11 (No Modification of Declarant Rights), (ix) Section 20.12 (Use of Units and Common Areas and Facilities for Sales Activities), and (x) Section 20.15 (Declarant Rights Do Not Impose Obligations) (individually and collectively, the "**Assigned Declarant Rights**"), which rights Assignee may elect to exercise, without obligation to do so, at Assignee's sole discretion. Assignee hereby accepts the foregoing assignment as of the date of the recording of this Assignment in the official records of Salt Lake County, Utah. Notwithstanding anything herein to the contrary, Assignee's use of the Assignee Property remains subject to all applicable codes, rules and regulations of City of West Jordan and Salt Lake County, Utah.

2. Retention of Rights. Assignor hereby retains all remaining rights of Declarant under the Declaration not expressly assigned to Assignee hereunder.

3. Limitation on Exercise of Assigned Declarant Rights. In exercising any of the Assigned Declarant Rights, Assignee will, at all times, be subject to and will comply with the restrictions on the exercise of such rights imposed pursuant to the Declaration.

4. Declarant Plan Approval. Assignor, as Declarant under the Declaration, hereby acknowledges that Assignee has submitted to Assignor all required plans for the construction and installation of residential homes and other improvements on the Assignee Property (collectively, the "**Homes**"), including utilities, landscaping, and fencing (collectively the "**Plans**") and that in accordance with the Declaration, Assignor has approved the Plans (the "**Approved Plans**"). In accordance with Section 8.15 and Section 20.03 of the Declaration, Assignee shall have no further obligations to seek or obtain approval of the Design Review Board under Article VIII of the Declaration with respect to the construction and installation of Homes on the Assignee Property in accordance with the Approved Plans.

5. Release of Assigned Declarant Rights. At any time, and from time to time, Assignee shall have the right to waive and release all or any of the Assigned Declarant Rights, with respect to all or any portion of the Assignee Property, in a writing executed by Assignee and recorded in the official records of Salt Lake County, Utah. Upon any waiver and release of any Assigned Declarant Right, such Assigned Declarant Rights shall revert back to the Assignor.

6. General Provisions.

(a) No Implied Waiver. No failure by either party to insist upon the strict performance of any provision contained in this Assignment shall constitute a waiver of any such provision.

(b) No Oral Amendment or Modifications. No amendments, waivers or modifications of the terms and provisions contained in this Assignment, and no approvals, consents or waivers by either party under this Assignment, shall be valid or binding unless in writing and executed by the party to be bound thereby. No such termination, extension, modification or amendment shall be effective unless and until a proper instrument in writing has been executed and recorded in the official records of Salt Lake County, Utah.

(c) Severability. If any provision of this Assignment shall be held invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Assignment, and there shall be substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

(d) Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions contained in this Assignment shall be construed as covenants running with the Property.

(e) Successors and Assigns of Assignee. A party shall be deemed a successor declarant of Assignee only if specifically designated in a duly recorded instrument, as a successor of Assignee under this Assignment. However, a successor to Assignee by consolidation or merger shall automatically be deemed a successor to Assignee under this Assignment. Notwithstanding anything herein to the contrary, Assignee shall have no right hereunder to assign any or all of the Assigned Declarant Rights to any individual third-party homebuyers.

(f) Construction; Captions for Convenience. The parties acknowledge and agree that both they and their counsel have reviewed this Assignment, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Assignment.

(g) Costs of Legal Proceedings. In the event either party institutes legal proceedings with respect to this Assignment, the prevailing party shall be entitled to recover, in addition to any other relief to which it is entitled, its costs and expenses incurred in connection with such legal proceedings, including, without limitation, reasonable attorneys' fees.

(h) No Third-Party Beneficiaries. None of the terms, conditions or covenants contained in this Assignment shall be deemed to be for the benefit of any person other than Assignee, its successors and assigns specifically designated as such in writing, and no other person shall be entitled to rely hereon in any manner.

(i) Relationship of Parties. Nothing in this Assignment shall be construed or deemed to make or constitute the parties as partners, joint venturers or any other form of joint participants in the development of the Project.

(j) Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one agreement.

(k) Governing Law. This Assignment shall be governed by and construed under the laws of the State of Utah without giving effect to the principles of conflict of laws thereof.

**[Remainder of Page Intentionally Left Blank]**

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

**ASSIGNOR:**

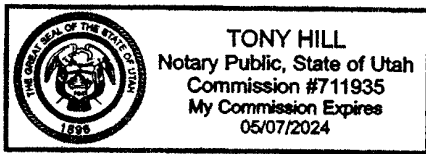
CW COPPER RIM 1, LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Colin H. Wright  
Title: Manager

STATE OF UTAH            )  
  )ss.  
COUNTY OF DAVIS    )

The foregoing instrument was acknowledged before me this 21 day of JANUARY, 2021 by COLIN H. WRIGHT as MANAGER of CW Copper Rim 1, LLC, a Utah limited liability company.

Witness my hand and official seal.

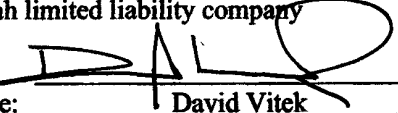


Tony Hill  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: 5/7/2024

[Signatures continued on next page.]

**ASSIGNEE:**

**CENTURY LAND HOLDINGS OF UTAH, LLC,**  
a Utah limited liability company

By:   
Name: David Vitek  
Title: Vice President

STATE OF UTAH )  
                  W                  )ss.  
COUNTY OF ~~HEAR~~ SALT LAKE )

The foregoing instrument was acknowledged before me this 21 day of January, 2021, by David Vitek as Vice President of Century Land Holdings of Utah, LLC, a Utah limited liability company.

Witness my hand and official seal.



  
NOTARY PUBLIC

My commission expires: 7/25/23

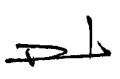


Exhibit A

Legal Description – Assignee Property

All of Lots 201 through 231, inclusive, and 236 through 279, inclusive, COPPER RIM - PHASE 2, according to the official plat thereof recorded December 18, 2020 as Entry No. 13503541 in Book 2020P at Page 297 in the office of the Salt Lake County Recorder.