

WHEN RECORDED MAIL TO:

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

File No.: 162530-DMS

ENT 48754:2024 PG 1 of 7  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Jul 22 04:20 PM FEE 182.00 BY TM  
RECORDED FOR Cottonwood Title Insurance  
ELECTRONICALLY RECORDED

**ASSIGNMENT OF DECLARANT'S RIGHTS**

(Summer Springs)

In Reference to Tax ID Number(s):

66-908-0001 through 66-908-0014, 66-908-0016 through 66-908-0024 and 66-988-0062 through  
66-988-0119

162530-DMS

**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.

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**ASSIGNMENT OF DECLARANT'S RIGHTS**

(Summer Springs)

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (the "Assignment") is made as of this 22 day of July 2024 (the "Effective Date"), by and between **BACH LAND AND DEVELOPMENT, 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 Declaration of Covenants, Conditions, and Restrictions for Summer Springs, recorded on April 24, 2023 in the official records of Utah County, Utah, at Entry No. 25734-2023 (as the same may hereinafter be amended and assigned, the "Declaration").

B. Pursuant to Section 12.7 of the Declaration, the Declarant may transfer its rights to any Person in whole or in part by a written instrument signed by the Declarant and duly recorded in the public records of Utah County, Utah.

C. Pursuant to Section 1.24 of the Declaration, the Period of Declarant Control is active and has not yet expired.

D. Concurrently with the execution of this Assignment, Assignor has or shall sell and convey to Assignee, fee title to that certain real property located in the City of Salem, Utah County, Utah, as the same is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (such real property, the "Property").

E. Concurrently with the closing of the transfer and sale of the Property from Assignor to Assignee (the "Closing"), Assignor, as the current Declarant, wishes to assign, transfer, and convey to Assignee, and Assignee desires to accept, Assignor's rights and duties as Declarant under the Declaration.

**ASSIGNMENT**

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Declaration.

2. Reinvestment Fee Exemption. In accordance with Section 5.21 of the Declaration, Assignor, as Declarant, acknowledges and agrees that prior to the execution of this Assignment, Assignor, as Declarant, exercised the option to exempt the sale, transfer and conveyance of fee title to the Property from Assignor to Assignee at the Closing from the Reinvestment Fee, and the Reinvestment Fee shall not be due or payable from Assignee to the Association or other third party as a result of the Closing. Notwithstanding anything to the contrary contained in the Declaration or this Assignment, the Reinvestment Fee shall not be due or payable from Assignee to the Association or other third party for any transfer (A) from Assignee to any entity which (i) is owned (in whole or in part) by Assignee, (b) owns (in whole or in part) Assignee, (c) is under common ownership or control (in whole or in part) with Assignee, or (d) is a "landbanker" in connection with a land banking transaction (a "Landbanker"); or (B) from Landbanker to Assignee or any of its affiliates.

3. Assignment. Assignor hereby grants, assigns, conveys, transfers, and sets over unto Assignee, without warranty, further liability, or covenant of any kind, all of Assignor's rights as Declarant, in, to, and under the Declaration. Notwithstanding the foregoing, Assignor represents to Assignee that, prior to the Effective Date, Assignor has not (i) sold, assigned, conveyed, or otherwise transferred, its rights (in whole or in part) as Declarant under the Declaration, or (ii) relinquished or waived any of its rights (in whole or in part) as Declarant under the Declaration.

4. Acceptance. Assignee hereby accepts the foregoing assignment and agrees to be bound by the terms of the Declaration from and after the Effective Date.

5. Acknowledgement of Certain Rights. Assignor and Assignee hereby acknowledge and agree that with the assignment of all of Declarant rights to Assignee hereunder, among other things, (i) in accordance with Section 2.3 of the Declaration Assignee, as Declarant, shall have the authority during the Period of Declarant Control to approve plans for any improvements to be constructed within the Project from and after the date hereof, (ii) in accordance with Section 5.4 of the Declaration, Assignee, as Declarant, shall be exempt from paying Assessments on any Lot owned by Assignee until such time as Assignee elects to pay Assessments, and (iii) in accordance with Section 5.21 of the Declaration, Assignee, as Declarant, shall not be deemed a "Transferee" as a result of the Closing, and the Reinvestment Fee shall not be due or payable by Assignee as a result of the Closing.

6. Mutual Indemnification. Assignee shall and does hereby indemnify Assignor for, from and against (and agrees to hold Assignor harmless for, from and against) all liabilities, obligations, actions, suits, proceedings, or claims, and all losses, costs, and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "Claims") arising out of, relating to or in connection with any act, omission, or obligation of Assignee as Declarant occurring or alleged to have occurred on and after the Effective Date. Assignor shall and does hereby indemnify Assignee for, from and against (and agrees to hold Assignee harmless for, from and against) all Claims arising out of, relating to or in connection with any act, omission, or obligation of Assignor as Declarant occurring or alleged to have occurred before the Effective Date. Notwithstanding the foregoing, or anything to the contrary in this Assignment, Assignor shall be and remain liable and responsible for all Claims alleged or brought by or against, or suffered by or imposed upon or against, Assignee to the extent caused by, arising out of, or related to the design, development and/or construction of any Common Area amenities designed, developed and constructed prior to the date of this Assignment for a period of time equal to nine (9) months following the Effective Date.

7. Further Assurances. Assignor and Assignee agree to perform, execute, and/or deliver or cause to be performed, executed, and/or delivered any and all such further acts, instruments, and assurances as may be reasonably required to effectuate the assignment and assumption contemplated herein.

8. 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 Utah County, Utah.

9. 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.

10. 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 Project.

11. 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.

12. 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.

13. 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.

14. 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.

15. No Amendment. This Assignment shall not be construed or considered an amendment of the Declaration and Assignor and Assignee hereby ratify and confirm all provisions of the Declaration.

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

17. 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.

*[Balance of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNEE:**

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

By: [Signature]

Name: Chase Turner

Title: Vice President

STATE OF UTAH )

) ss.

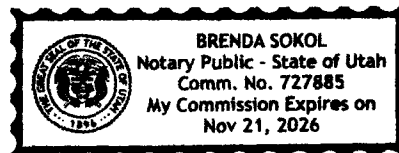
County of Salt Lake )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2024, by Chase Turner, the Vice President of Century Land Holdings of Utah, a Utah limited liability company, on behalf thereof.

Brenda Sokol  
Notary Public

Residing at: South Jordan, Utah

My Commission Expires: 11/21/26



[Signatures Continued On Next Page.]

ASSIGNOR:

BACH LAND AND DEVELOPMENT, LLC  
a Utah limited liability company

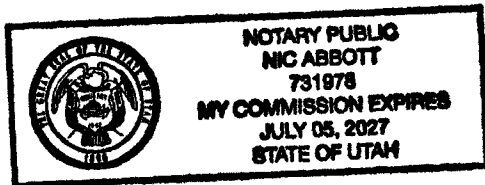
By: [Signature]  
Name: Shon Rindlisbacher  
Title: Authorized Manager

STATE OF UTAH )

) ss.

County of SALT LAKE )

The foregoing instrument was acknowledged before me this 19 day of JULY, 2024, by Shon Rindlisbacher, as Authorized Manager of **BACH LAND AND DEVELOPMENT, LLC**, a Utah limited liability company, on behalf thereof.



[Signature: Nic Abbott]  
Notary Public

Residing at: SALT LAKE CITY

My Commission Expires: JULY 5, 2027

**Exhibit A**

To

Assignment of Declarant Rights

(Summer Springs)

Legal Description – Property

**PARCEL 1:**

Lots 1 through 14, inclusive, and Lots 16 through 24, inclusive, SUMMER SPRINGS SUBDIVISION PHASE ONE, according to the official plat thereof recorded in the Utah County Recorder's office on September 27, 2022 as Entry No. 104458:2022.

**PARCEL 2:**

Lots 62 through 119, inclusive, SUMMER SPRINGS SUBDIVISION PHASE TWO, according to the official plat thereof recorded in the Utah County Recorder's office on April 4th, 2024 as Entry No. 21772:2024