

12514314
4/12/2017 4:11:00 PM \$19.00
Book - 10547 Pg - 955-959
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED, RETURN TO:

Century Communities of Utah, LLC
2801 Thanksgiving Way, Suite 190
Lehi, Utah 84043
Attention: Todd Amberry

Tax Parcel No. 21-26-476-115 & 21-26-476-116

**ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR FOUNDERS POINT**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOUNDERS POINT (this "Assignment") is entered into this 12th day of April, 2017 (the "Effective Date"), by and between **WASATCH KIMPTON SQUARE, LLC**, a Utah limited liability company ("Assignor"), and **CENTURY COMMUNITIES OF UTAH, LLC**, a Utah limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Contract for Purchase and Sale dated as of July 8, 2016 (as amended from time to time, the "Contract") with respect to the sale of the "Property" described therein.

B. In connection with and as part of the transaction contemplated under the Contract, Assignor desires to assign and transfer to Assignee all of Assignor's rights and interest as Declarant in, to and under that certain Declaration of Covenants, Conditions, and Restrictions for Founders Point dated September 20, 2016, which affects the Property, and which was recorded in the Salt Lake County Recorder's Office on September 21, 2016 as Entry No. 12370639, in Book 10478, at Page 7415, as amended and/or supplemented from time to time (the "Declaration"). The Property or portion thereof that is affected by the Declaration is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

C. By this Assignment, Assignor intends to assign all of Assignor's right, title and interest in and to the Declaration, and Assignee intends to accept and assume the rights and interests of Assignor under the Declaration.

TERMS AND CONDITIONS

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor and Assignee agree:

1. Assignment. Assignor hereby assigns, conveys, transfers, and sets over to Assignee all of Assignor's right, title, and interest in, to, and under the Declaration and all responsibilities and obligations of the Declarant arising thereunder from and after the Effective Date.

2. Assumption. Assignee assumes and agrees to perform, fulfill, and comply with all covenants and obligations to be performed, fulfilled, or complied with by the Declarant under the Declaration from and after the Effective Date.

3. Miscellaneous. This Assignment may be executed in counterparts. This Assignment shall be binding upon the parties and their respective successors and assigns. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah. If any action or proceeding is commenced by either party with respect to this Assignment, the prevailing party shall be entitled to recover its costs and expenses incurred in such action or proceeding, including attorneys' fees and costs. Assignor and Assignee agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate the intent of this Assignment.

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

[SIGNATURES ON FOLLOWING PAGE]

ASSIGNOR

WASATCH KIMPTON SQUARE, LLC,
a Utah limited liability company

By: [Signature]
Print Name: Ryan Peterson
Its: Manager

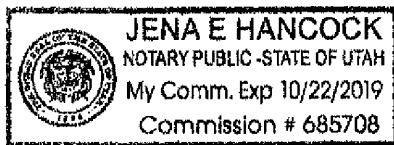
ASSIGNEE

CENTURY COMMUNITIES OF UTAH,
LLC, a Utah limited liability company

By: _____
Print Name: _____
Its: _____

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

The foregoing instrument was acknowledged before me this 12th day of April, 2017, by Ryan Peterson the Manager of Wasatch Kimpton Square, LLC, a Utah limited liability company, the assignor of the within instrument.



[Signature]
Notary Public
Residing at: 299 S Main Street,
Salt Lake City, UT 84111

~~STATE OF _____)
)
) : ss.
COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, the _____ of Century Communities of Utah, LLC, a Utah limited liability company, the assignee of the within instrument.~~

~~_____
Notary Public
Residing at: _____~~

ASSIGNOR

WASATCH KIMPTON SQUARE, LLC,
a Utah limited liability company

By: _____
Print Name: _____
Its: _____

ASSIGNEE

CENTURY COMMUNITIES OF UTAH,
LLC, a Utah limited liability company

By: _____
Print Name: TODD AMBERLY
Its: President

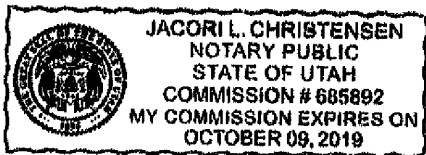
STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of April, 2017, by _____, the _____ of Wasatch Kimpton Square, LLC, a Utah limited liability company, the assignor of the within instrument.

Notary Public
Residing at: _____

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

The foregoing instrument was acknowledged before me this 12 day of April, 2017, by Todd Amberly the President of Century Communities of Utah, LLC, a Utah limited liability company, the assignee of the within instrument.



Jacori L. Christensen
Notary Public
Residing at: _____

EXHIBIT A
(Legal Description)

That certain real property located in the City of Midvale, County of Salt Lake, State of Utah, being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of Center Street, said point being S00°08'36"W 2344.76 feet, along the Section Line, and West 1148.53 feet from the East Quarter Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence, along said Northerly Right-of-Way Line, the following two (2) courses: (1) S83°31'20"W 16.99 feet, (2) N89°34'30"W 54.53 feet to the Southeast Corner of the Junction at Midvale Southeast Residential Plat Subdivision recorded in Book 2010P at Page 124 in the Salt Lake County Recorder's Office; thence, along the Exterior Boundary Line of said subdivision, N00°07'29"W 389.71 feet; thence N89°52'31"E 273.53 feet; thence N00°07'29"W 95.74 feet; thence S89°52'31"W 66.00 feet; thence N00°07'29"W 104.00 feet; thence S89°52'31"W 207.53 feet to a point on the Westerly Boundary Line of said Junction at Midvale Southeast Residential Plat Subdivision; thence, along the Exterior Boundary Line of said Junction at Midvale Southeast Residential Plat Subdivision, the following two (2) courses: (1) N00°07'29"W 394.20 feet, (2) N89°52'31"E 518.82 feet; thence S01°15'00"W 29.53 feet; thence West 30.00 feet; thence S00°22'00"W 300.00 feet; thence West 110.00 feet; thence S00°22'00"W 125.00 feet; thence S09°26'17"W 30.61 feet; thence S00°22'00"W 71.60 feet; thence S33°23'00"W 23.10 feet; thence S00°22'00"W 24.70 feet; thence East 72.15 feet to the Westerly Right-of-Way Line of 700 West (Holden) Street; thence, along said Westerly Right-of-Way Line, Southwesterly 70.95 feet along the arc of a 573.87 foot radius curve to the left, chord bears S17°51'04"W 70.91 feet; thence Northwesterly 6.70 feet along the arc of a 25.00 foot radius curve to the right, chord bears N89°00'07"W 6.68 feet; thence Northwesterly 32.26 feet along the arc of a 210.00 foot radius curve to the left, chord bears N85°43'26"W 32.23 feet; thence S89°52'31"W 245.84 feet; thence Southwesterly 78.54 feet along the arc of a 50.00 foot radius curve to the left, chord bears S44°52'31"W 70.71 feet; thence S00°07'29"E 267.36 feet to the Point of Beginning.

Contains: 264,162 SF or 6.06 AC.

9743863_1