

WHEN RECORDED, MAIL TO:

Century Communities of Utah, LLC
c/o Century Communities
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111
Attention: MARCIA O'CONNOR

12272425
5/3/2016 4:44:00 PM \$68.00
Book - 10427 Pg - 8017-8023
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 7 P.

**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS UNDER DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MAPLE HILLS
SUBDIVISION**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS (the "Assignment") is made this 3rd day of May, 2016 (the "Effective Date"), by and among MAPLE HILLS HOLDINGS, LLC, a Utah limited liability company ("Assignor") and CENTURY COMMUNITIES OF UTAH, LLC, a Utah limited liability company ("Assignee").

Recitals

A. Assignor and Century Land Holdings of Utah, LLC, a Utah limited liability company (as predecessor-in-interest to Assignee), entered into that certain Contract for Purchase and Sale dated as of March 8, 2016 (as the same may thereafter be amended, the "Purchase Agreement") with respect to the sale of, among other things, the "Property" described therein.

B. In connection with and as part of the transaction contemplated under the Purchase Agreement, 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 Maple Hills Subdivision, which is part of the Property, and was recorded in the Salt Lake County Recorder's Office on June 6, 2014, as Entry No. 11861185, by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Maple Hills Phase I and Phase 2 Subdivision, dated August 7, 2014, and recorded on August 7, 2014, as Entry No. 11893831 of the official records of the Salt Lake County Recorder (collectively, and as may be further amended from time to time, the "Declaration"). The Property 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 rights and interest to the Declaration as Declarant, and Assignee intends to accept and assume the rights and interests of Assignor as Declarant under the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby conveys, transfers and assigns to Assignee all of the rights, benefits, privileges, powers, obligations, liabilities, responsibilities, reservations and exemptions of Assignee as the "Declarant" or in any other similar capacity, if any, under the Declaration, whether created by the Declaration or afforded to a declarant under applicable provisions of Utah law, and/or the organizational documents of the Maple Hills Home Owners' Association (the "**Association**"). The foregoing assigned rights are referred to herein as the "**Assigned Rights**".

2. Assumption. As of the Effective Date, Assignee hereby assumes the responsibilities, liabilities, and obligations of Assignor as "Declarant" under the Declaration and the organizational documents of the Association and such other obligations as are required of a declarant under applicable provisions of Utah law, in each case from and after the Effective Date ("**Assumed Obligations**"). Notwithstanding anything to the contrary contained herein, the assignment, transfer, and conveyance set forth in this Assignment shall not include any obligations and liabilities of Assignor arising prior to the Effective Date, and, without limiting the effect of any other provision of this Assignment, Assignee is not and shall be subject to or liable for any or all obligations and liabilities in any way arising from or in connection with: (i) misrepresentations by Assignor, (ii) warranty obligations on improvements made by Assignor, (iii) breach of any fiduciary obligation by Assignor, or Assignor's appointees to the board of directors; or (iv) any liability or obligation imposed on Assignor as a result of Assignor's acts or omissions before or after the transfer set forth in this Assignment.

3. Indemnity.

(a) Assignor agrees to indemnify, defend and hold harmless Assignee and any and all entities affiliated with Assignee and all of their respective offices, directors, managers, members, employees, and agents from any and all conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever, whether known or unknown, arising from or related to the Assigned Rights and Assumed Obligations arising prior to the Effective Date or attributable to events or circumstances which occurred prior to the Effective Date (including reasonable attorneys' fees, expenses and disbursements).

(b) Assignee agrees to indemnify, defend and hold harmless Assignor and any and all entities and individuals affiliated or related in any way to Assignor from any and all conditions, losses, costs, damages, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever, whether known or unknown, arising from or related to the Assigned Rights and Assumed Obligations, arising on or after the Effective Date or attributable to events or circumstances which occur on or after the Effective Date (including reasonable attorneys' fees, expenses and disbursements).

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

5. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than

those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

6. Original Declarant's Status After Effective Date. From and after the recordation of this Assignment, Assignor shall no longer be a declarant under the Declaration, under applicable law or for any purpose whatsoever.

7. Assignment. This Assignment and the rights of Assignee hereunder shall be freely assignable by Assignee, provided that the assignee thereof has, at the time of such assignment, an interest in a portion of the Property covered by the Declaration.

8. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Utah.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties may execute this Assignment and deliver executed copies hereof via email. Such email copies hereof shall be enforceable as original instruments. All exhibits attached hereto are incorporated herein by this reference.

10. Miscellaneous. This Assignment shall be binding upon the parties and their respective successors and assigns. 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. Each of Assignor and Assignee agrees to execute such other documents and perform such other acts as may be necessary or desirable to effectuate the intent of this Assignment.

[Remainder of this page intentionally left blank. Signature page follows.]

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

ASSIGNOR:

MAPLE HILLS HOLDINGS, LLC
a Utah limited liability company

By: [Signature]
Name: Ryan Peterson
Title: Manager

State of Utah
County of Salt Lake :ss

The foregoing instrument was acknowledged before me this 3 day of May, 2016, by Ryan Peterson, the Manager of Maple Hills Holdings, LLC, a Utah limited liability company.



Christy Moe Ginn
Notary Public
Residing at: Salt Lake Co.

My commission expires:
5/14/2019

ASSIGNEE:

CENTURY COMMUNITIES OF UTAH, LLC
a Utah limited liability company

By: _____
Name: T. AMBERRY
Title: PRESIDENT

State of Utah)
 :SS
County of Salt Lake

The foregoing instrument was acknowledged before me this 3rd day of May, 2016,
by Todd Amberry, the President of Century Communities of
Utah, LLC, a Utah limited liability company.

Janyce Jones
Notary Public
Residing at: Murray, Utah

My commission expires:
05/07/2017

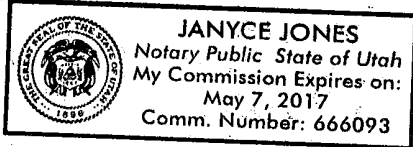


Exhibit "A"

[Legal Description]

Real property situated in Salt Lake County, State of Utah, more particularly described as follows

PARCEL 1:

Lot 1018, **MAPLE HILLS PHASE 1A SUBDIVISION**, according to the official plat thereof, filed in Book "2014P" of Plats, at Page 115 of the Official Records of the Salt Lake County Recorder.

PARCEL 2:

Lot 1031, Lot 1049, Lot 1050, Lot 1051, Lot 1053, Lot 1054, Lot 1056, Lot 1057, Lot 1058, Lot 1071, Lot 1072, Lot 1073, Lot 1074, Lot 1075, Lot 1076, Lot 1077, Lot 1081, Lot 1082, Lot 1086, Lot 1087, Lot 1088, Lot 1089, Lot 1090, Lot 1091, Lot 1093, Lot 1095, Lot 1096, Lot 1098, Lot 1099, Lot 1100, Lot 1101, and Lot 1102, **MAPLE HILLS PHASE 1B SUBDIVISION**, according to the official plat thereof, filed in Book "2014P" of Plats, at Page 201 of the Official Records of the Salt Lake County Recorder.

PARCEL 3:

Lot 2006, Lot 2026, Lot 2027, Lot 2029, Lot 2030, Lot 2031, Lot 2032, Lot 2033, Lot 2034, Lot 2035, Lot 2036, Lot 2037, Lot 2039, and Lot 2040, **MAPLE HILLS PHASE 2 SUBDIVISION**, according to the official plat thereof, filed in Book "2014P" of Plats, at Page 265 of the Official Records of the Salt Lake County Recorder.

[FOR REFERENCE ONLY: Tax Parcel Numbers 20-27-478-009; 20-27-478-031; 20-27-478-020; 20-27-477-013; 20-27-477-012; 20-27-477-010; 20-27-429-014; 20-27-429-016; 20-27-429-017; 20-27-429-018; 20-27-428-007; 20-27-428-008; 20-27-428-009; 20-27-428-010; 20-27-428-011; 20-27-428-012; 20-27-428-013; 20-27-430-004; 20-27-431-004; 20-27-431-005; 20-27-431-006; 20-27-431-007; 20-27-431-008; 20-27-478-027; 20-27-478-026; 20-27-478-024; 20-27-478-022; 20-27-478-021; 20-27-479-018; 20-27-479-017; 20-27-478-028; 20-27-478-029; 20-27-478-030; 20-27-428-024; 20-27-428-014; 20-27-427-013; 20-27-427-015; 20-27-427-016; 20-27-427-017; 20-27-427-019; 20-27-427-020; 20-27-427-021; 20-27-427-022; 20-27-427-023; 20-27-427-024; 20-27-427-026; 20-27-430-005]

8732318_1