


MUT: 20074

After recording return to:
 MDC Holdings
 4350 S. Monaco St., Suite 500
 Denver, CO 80237
 Attn: Paula J. Williams, Esq.

10986280
 7/7/2010 4:00:00 PM \$32.00
 Book - 9839 Pg - 2733-2736
 Gary W. Ott
 Recorder, Salt Lake County, UT
 METRO NATIONAL TITLE
 BY: eCASH, DEPUTY - EF 4 P.

PARTIAL ASSIGNMENT OF DECLARANT RIGHTS

 THIS PARTIAL ASSIGNMENT OF DECLARANT RIGHTS is made effective as of July 6, 2010 (the "Effective Date") by and between ROSECREST, INC., a Utah corporation ("Assignor") and RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, ("Assignee").

RECITALS:

A. Assignor is the "Declarant" as defined in the Amended Declaration of Covenants, Conditions and Restrictions of Rosecrest, Plat Q, recorded as Entry No. 9713934 in Book 9289 at Page 9530 in the Official Records of Salt Lake County, Utah, as amended (the "Declaration").

B. Assignor is selling to Assignee those certain Lots more particularly described on Exhibit A attached hereto and incorporated herein (the "Transferred Lots"), which Lots are subject to the Declaration.

C. The parties desire that Assignor partially assign to Assignee certain of the Assignor's rights and obligations created and reserved unto Declarant in the Declaration with respect to the Transferred Lots.

AGREEMENT

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

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the same meaning set forth for such terms in the Declaration.
2. Assignment. Assignor hereby designates Assignee as an assign of Assignor as Declarant under the Declaration with respect to, but only with respect to, the Transferred Lots and only with respect to the rights and interests of Declarant set forth in the following provisions of the Declaration: (i) Article VII, Section 18 and (ii) Article VIII, Section 7. Assignor hereby represents and warrants that it is the sole legal and beneficial owner of the rights it is assigning hereby, that it has the complete power and authority to convey and assign, and that all such rights assigned by it are not subject to any lien or claim by any other person or entity.
3. Assumption. Assignee hereby accepts and agrees to be bound by and to comply with the provisions of this Assignment.

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, if any.

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

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.

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

ASSIGNOR:

ROSECREST, INC., a Utah corporation

By: _____

Name: _____

Its: _____

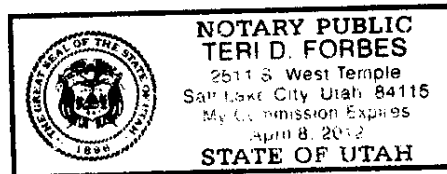
STATE OF UTAH,
COUNTY OF Salt Lake, to-wit:

The foregoing instrument was acknowledged before me this 26 day of July 2010 by Donald E. Wallace as Vice President / COO, a Utah corporation.

Notary Public

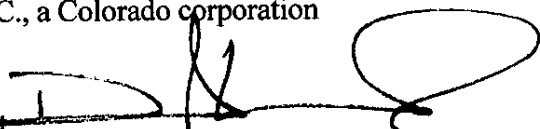
My commission expires:

April 8, 2012




ASSIGNEE:

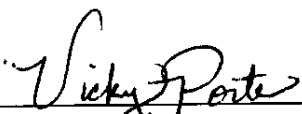
RICHMOND AMERICAN HOMES OF UTAH,
INC., a Colorado corporation

By: 
David W. Vitek, President

STATE OF UTAH,
COUNTY OF Salt Lake to-wit:

The foregoing instrument was acknowledged before me this 6 day of July, 2010 by David W. Vitek as President of Richmond American Homes of Utah Inc., a Colorado corporation.

 NOTARY PUBLIC
VICKY PORTER
849 W. Levoe Dr., Ste. 100
Salt Lake City, Utah 84123
Commission Expires
February 20, 2012
STATE OF UTAH


Notary Public

My Commission Expires: 2/20/12

Exhibit "A"

All of Lots Q-31, Q-34, Q-36, Q-54, Q-55, Q-110, Q-115, Q-128, Q-130, Q-133, Q-135, Q-136, Q-137, Q-138, Q-153 and Q-154, contained within ROSECREST PLAT Q, a Planned Unit Development, as said Lot is identified in Plat Q, recorded in Salt Lake County, Utah on APRIL 12, 2005, as Entry No. 9346496, in Book 2005P of Plats, at Page 100, and the Declaration of Covenants, Conditions and Restrictions of ROSECREST, a Planned Unit Development, recorded in Salt Lake County, Utah, on JULY 5, 2000, as Entry No. 7673671, in Book 8373, at Page 1559 and in the Declaration of Covenants, Conditions and Restrictions of ROSECREST, a Planned Unit Development, recorded July 5, 2000, as Entry No. 7673672, in Book 8373, at Page 1601 of Official Records.

TOGETHER WITH a nonexclusive right and easement of use and enjoyment in and to the Common Area described, and as provided for, in said Plat and said Declaration of Covenants, Conditions, and Restrictions.

SUBJECT TO such perpetual easements and rights of ingress and egress on, over, under, through, and across the lot which are associated with the utilities and private streets in said development.

All of Lot Q-43A, contained within ROSECREST PLAT Q1, AMENDING LOTS A, B, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 and 52 of ROSECREST PLAT Q, a Planned Unit Development, as said Lot is identified in Plat Q1, recorded in Salt Lake County, Utah on APRIL 21, 2006, as Entry No. 9700114, in Book 2006P of Plats, at Page 108, and the Declaration of Covenants, Conditions and Restrictions of ROSECREST, a Planned Unit Development, recorded in Salt Lake County, Utah, on JULY 5, 2000, as Entry No. 7673671, in Book 8373, at Page 1559 and in the Declaration of Covenants, Conditions and Restrictions of ROSECREST, a Planned Unit Development, recorded July 5, 2000, as Entry No. 7673672, in Book 8373, at Page 1601 of Official Records.

TOGETHER WITH a nonexclusive right and easement of use and enjoyment in and to the Common Area described, and as provided for, in said Plat and said Declaration of Covenants, Conditions, and Restrictions.

SUBJECT TO such perpetual easements and rights of ingress and egress on, over, under, through, and across the lot which are associated with the utilities and private streets in said development.

32-12-433-002;005 and 007
32-12-408-008; and 009
32-12-429-017; and 022
32-12-430-009;011;012;013;014;016 and 019
32-12-431-012; and 013
32-12-427-022