

When recorded, return to:
M.D.C. Holdings, Inc.
4350 South Monaco Street, #500
Denver, Colorado 80237
Attn: Linda Skultety

CT-114033-CAF
TIN 10-063-0035

**PARTIAL ASSIGNMENT
OF DECLARANT'S RIGHTS**

THIS PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is executed as of FEBRUARY 26, 2020, by CW THE PARK, LLC, a Utah limited liability company (the "Assignor"), and RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation ("Assignee").

RECITALS

A. Assignor is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Basements for The Park, as recorded Feb 28, 2020 in Davis County, under Document No. 3230424, as amended (the "Master Declaration").

B. Assignee has entered into a contract to purchase the single-family residential lots more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "Lots"), which lots are subject to the Master Declaration.

C. As provided for under the Master Declaration, Declarant may assign, transfer, or share all or some of its control, power, rights, exemptions, authority, or decision-making ability to any person or entity.

D. As a condition to its agreement to proceed with the purchase of the Lots, Assignee has requested a partial assignment of certain of Declarant's rights under the Master Declaration pertaining to the Lots, as authorized by the definition of the term "Declarant" in the Master Declaration, and Assignor has agreed to make such partial assignment upon and subject to the terms set forth in this Assignment.

E. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Declaration.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and affirmed, Assignor and Assignee agree as follows:

1. The above Recitals are incorporated into and are made a part of this Assignment by this reference.
2. Assignor hereby assigns and transfers to Assignee Assignor's rights, protections, and authority as Declarant under Section 8.3, Section 20.6, Section 20.11,

Section 20.12, Section 20.15, Section 20.16, and the entirety of Article XXI of the Master Declaration, with respect to the Lots.

3. The sale of the Lots by Assignor to Assignee shall be exempt from any Reinvestment Fee under Section 5.14 of the Master Declaration. The sale of a Lot by the Assignee shall be subject to a Reinvestment Fee imposed by the Master Association in the amount of Two Thousand and 00/100 Dollars (\$2,000.00), or the maximum amount allowed by U.C.A. sec. 57-1-46, whichever is less.

4. The rights and exemptions granted to Assignee herein may not be amended, modified, or revoked without the written consent of Assignee. Notwithstanding the foregoing, in the event that the Assignee or an affiliate or alter-ego of the Assignee acquire or retain ownership of any Lot or Unit after construction is completed for the purpose of leasing or renting said Lot or Unit, the assessment exemptions provided in this Assignment shall expire.

5. In accordance with the definition of the term "Declarant" in the Master Declaration, Assignee shall not be deemed to be the Declarant under the Master Declaration, but may exercise only those rights of the Declarant that have been assigned to it as such rights pertain to the Lots. Accordingly, Assignor expressly retains all of its rights as the Declarant and Assignee shall not be deemed to have assumed any of the duties or obligations of the Declarant in accordance with the Master Declaration.

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

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

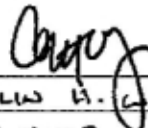
8. This Assignment may be executed in counterparts and the signature pages combined to constitute one document.

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

[Signatures follow on subsequent pages]

ASSIGNOR:

CW THE PARK, LLC, a
Utah limited liability company

By: 
Name: COLIN H. WRIGHT
Its: MANAGER

STATE OF UTAH)
) ss,
County of Davis)

The foregoing instrument was acknowledged before me this 27 day of February, 2020, by COLIN H. WRIGHT, the MANAGER of **CW THE PARK, LLC**, a Utah limited liability company, on behalf of such company.


 **STEPHANIE HEINER**
Notary Public, State of Utah
Commission #704554
My Commission Expires
02/11/2023

EXHIBIT A
TO PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS

LEGAL DESCRIPTION OF THE LOTS

A part of the Northwest quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning at a point on the Southerly right-of-way line of Gordon Avenue (1000 North Street), said point being 638.03 feet North $89^{\circ}50'40''$ East along the quarter section line and 42.00 feet South $00^{\circ}09'20''$ East from the Northwest corner of said Section 19; and running thence North $89^{\circ}50'40''$ East 108.00 feet along said Southerly right-of-way line to a point of a non-tangent curve; thence Southwesterly along the arc of a 15.00 foot radius curve to the left a distance of 23.52 feet (central angle equals $89^{\circ}50'40''$ and long chord bears South $44^{\circ}55'20''$ West 21.18 feet); to a point of tangency; thence South 170.09 feet; thence East 708.01 feet to a point of curvature; thence Northeasterly along the arch of a 15.00 foot radius curve to the left a distance of 23.56 feet (central angle equals $90^{\circ}00'00''$ and long chord bears North $45^{\circ}00'00''$ East 21.21 feet); thence North 156.98 feet to a point of curvature; thence Northwesterly along the arc of a 15.00 foot radius curve to the left a distance of 23.60 feet (central angle equals $90^{\circ}09'20''$ and long chord bears North $45^{\circ}04'40''$ West 21.24 feet) to said Southerly right-of-way line and a point of tangency; thence North $89^{\circ}50'40''$ East 190.94 feet along said Southerly right-of-way line to the Northwesterly corner of Lot 101 - Ellison Park Estates Phase 1, Layton City, Davis County, Utah; thence South $00^{\circ}11'10''$ West 496.47 feet along said Westerly subdivision line; thence West 116.28 feet; thence South 104.03 feet; thence West 849.01 feet; thence South 355.00 feet; thence West 148.93 feet; thence North $00^{\circ}00'44''$ East 726.00 feet; thence East 3.15 feet; thence North 26.00 feet; thence East 130.62 feet to a point of a non-tangent curvature; thence Northeasterly along the arc of a 27.50 foot radius curve to the left a distance of 7.73 feet (central angle equals $16^{\circ}06'20''$ and long chord bears North $81^{\circ}56'50''$ East 7.70 feet) to a point of non-tangency; thence North $09^{\circ}42'03''$ West 15.60 feet; thence North 169.34 feet to a point of curvature; thence Northwesterly along the arc of a 15.00 foot radius curve to the left a distance of 23.60 feet (central angle equals $90^{\circ}09'20''$ and long chord bears North $45^{\circ}04'40''$ West 21.24 feet) to said Southerly right-of-way line of Gordon Avenue (1000 North Street) and the point of beginning. (aka the proposed The Park PRUD - Phase 1)

ALSO:

A part of the Northwest quarter of Section 19, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning at a point on the Southerly line of The Park - Phase 1, Layton City, Davis County, Utah, said point being 517.57 feet North $89^{\circ}50'40''$ East along the quarter section line, 268.47 feet South, 3.15 feet West, 371.00 feet South $00^{\circ}00'44''$ West and 148.85 feet East from the Northwest corner of said Section 19 and running thence along said Southerly line the following three (3) courses: (1) East 849.01 feet; (2) North 104.03 feet; and (3) East 116.28 feet to the Westerly line of Ellison Park Estates Phase 1, Layton City, Davis County, Utah; thence South $00^{\circ}11'10''$ West 703.53 feet along said Westerly line; thence South $89^{\circ}50'40''$ West 148.01 feet; thence North $00^{\circ}09'20''$ West 19.20 feet to a point of a non-tangent curve; thence Northwesterly along the arc of a 50.00 foot radius curve to the right a distance of 36.58 feet (Central Angle equals $41^{\circ}54'45''$ and Long Chord bears North $69^{\circ}11'58''$ West 35.77 feet) to a point of non-tangency; thence West 112.46 feet; thence North 155.00 feet; thence West 817.99 feet; thence North $00^{\circ}00'44''$ East 58.00 feet; thence East 148.93 feet; thence North 355.00 feet to the point of beginning. (aka the proposed The Park PRUD - Phase 3)