

When recorded, deliver to:

David P. Rose
Durham Jones & Pinegar
111 E. Broadway, Suite 900
Salt Lake City, Utah 84111

ASSIGNMENT OF DECLARANT AND SELLER RIGHTS

This Assignment of Declarant and Seller Rights (this "Assignment") is made and entered into by and among Utah Home Building Company, a Utah corporation ("Utah Home Building") and UHBC, Inc., a Utah corporation ("UHBC"), collectively referred to herein as "Assignor" or "Seller," and Reset Midway, LLC, a Utah limited liability company (sometimes referred to herein as "Reset" or "Buyer") and the successor and assign of Sculptured Ventures, LLC ("Sculptured").

W I T N E S S E T H

WHEREAS, Assignor is the developer of the 57-lot planned community located in Midway City, Utah, referred to as The Links at The Homestead (a Planned Unit Development) described in Exhibit A hereto (referred to herein as the "Property" or the "Project");

WHEREAS, in connection with its development of the Project, UHBC recorded that certain Declaration of Covenants, Conditions and Restrictions for The Links at The Homestead with the Wasatch County Recorder on or about July 12, 2006, at Book 873, Page 134-162 (the "Declaration"), wherein Utah Home Building was named as the Declarant;

WHEREAS, Utah Home Building and UHBC, as "Seller" and Sculptured, as "Buyer" entered into that certain Real Estate Purchase Contract dated July 6, 2011, including addenda and counter offers pertinent thereto (collectively, the "REPC") for the sale of the Project;

WHEREAS, Seller at its sole cost and expense shall pay and bring current any and all obligations of Declarant under the Declaration up to the Closing Date (defined below), except for the obligation to complete the infrastructure for the Project up to the total amount of costs and expenses equal to NINETY-NINE THOUSAND NINE HUNDRED TWENTY-THREE AND NO/100 DOLLARS (\$99,923.00) as provided in Addendum #2 of the REPC (the "\$99,923 of Infrastructure Improvements"); and

WHEREAS, in conjunction with the closing and settlement on the sale of the Project and pursuant to the REPC, Seller now desires to assign and delegate to Buyer any and all of Seller's (i) rights, titles and interests as Declarant under the Declaration, (ii) future obligations as Declarant under the Declaration from the Closing Date going forward (except for the \$99,923 of Infrastructure Improvements that arose before the Closing Date and which Buyer has agreed to assume), and (iii) rights, titles and interests in or pertaining to the Project, and Reset desires to accept all of the same and now be substituted as the Declarant on the Project.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration acknowledged and received this day, Seller hereby declares as follows:

1. Effective as of the date and time closing and settlement is accomplished pursuant to the REPC, and ratified effective with the recording of the Property and/or Project conveyance document and this document (the "Closing Date"), Seller as "Assignor Declarant", does hereby assign, transfer and convey to Reset, as "Assignee Declarant", any and all of Seller's and/or Declarant's (i) rights, titles and interests as Declarant under the Declaration and with respect to the management of the Home Owners Association for the Project as it is presently constituted, (ii) future obligations as Declarant under the Declaration from the Closing Date going forward (except for the \$99,923 of Infrastructure Improvements that arose before the Closing Date and which Buyer has agreed to assume), and (iii) rights, titles and interests in or pertaining to the Project, and Reset accepts all of the same and agrees to be substituted as the Declarant on the Project and to succeed Seller in the management of the Home Owners Association, receiving all of the rights, powers, titles, interests and duties associated therewith.

2. Seller, as the Assignor Declarant, also assigns, transfers and conveys to Reset, and Reset accepts as the Assignee Declarant:

- a. The water lease, together with any and all rights and obligations associated therewith.
- b. Any and all other appurtenant water rights, water interests and water shares arising from or appurtenant to the Property and/or the Project, if any.
- c. Any and all other contracts and agreements related to the Property and/or Project, together with any and all rights, titles, interests and obligations associated therewith, belonging to the Seller; provided that Seller represents and warrants that except for the water lease, the development agreement with Midway City, and the Declaration of Covenants, Conditions and Restrictions for the Project, there are no contracts or agreements that cannot be terminated without liability at any time and for any reason by Reset.
- d. Any and all of Seller's marketing materials, customer lists, letters of intent, drawings, designs and floor plans of the various units already sold and that are or have been marketed for the Property, with such items to be delivered to Reset in CAD files, digital copies and hard copies, as applicable, on the Closing Date.

- e. All fixtures, apparatus, personal property, goods and equipment, if any, belonging to Seller and located on and/or related to and/or attached within the Property and/or the Project.
- f. All other items associated with the Property and Project that Buyer may reasonably request.

3. Except for those certain representations and warranties stated in the REPC, contained in the warranty deed conveying the Property, and/or set forth in Paragraph 2c above, all of which shall survive the Closing and settlement of the REPC, all of the assignments, transfers and conveyances identified in this Assignment, are made without any representation, guarantee or warranty, express or implied, of any kind whatsoever as to fitness for a particular purpose or intended use of Buyer, or as to condition, nature or type, or as to workmanship, quality or durability; or as to position, status or priority; or as to account balances or charges billed for or coming due post closing.

4. This Assignment, in conjunction with the conveyance of the Property and/or Project pursuant to the REPC, is intended to be a bulk transfer of Declarant's rights and obligations under the Declaration and a substitution of the Declarant and not as a sale of individual lots or units identified or contained within the Property and/or Project notwithstanding that such individual lots and/or units, as plated within the Project, may be separately described and conveyed pursuant to the REPC.

5. Notwithstanding anything else contained in this Assignment, Buyer shall not be deemed or held to have assumed any liability, duty or obligation of Seller arising before the Closing Date, whether as the Declarant under the Declaration or otherwise, but rather all such liabilities, duties and obligations shall continue to be the sole liability and obligation of Seller except for the obligation associated with the \$99,923 of Infrastructure Improvements that Buyer has agreed to assume.

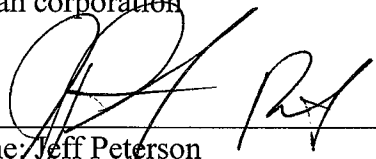
6. This Assignment may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument, and all signed counterparts shall be deemed to be part of the original Assignment. Facsimile and emailed signatures shall bind the party transmitting such signature to the same extent as an original.

[This page purposely ends at this point. Signature page follows.]

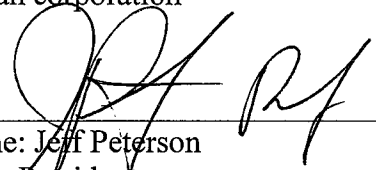
IN WITNESS WHEREOF, Seller and Buyer have each caused this Assignment to be signed in its corporate name by its duly authorized officer, as of the date set forth in the notary acknowledgment below.

SELLER:

UTAH HOME BUILDING COMPANY,
a Utah corporation

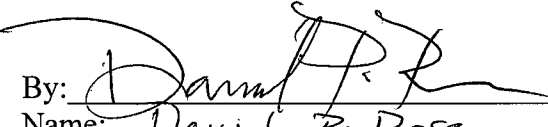
By: 
Name: Jeff Peterson
Title: President

UHBC, INC.
a Utah corporation

By: 
Name: Jeff Peterson
Title: President

BUYER:

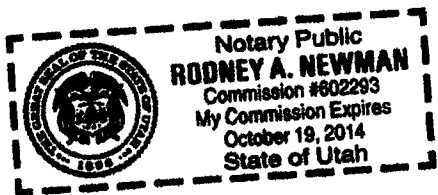
RESET MIDWAY, LLC,
a Utah limited liability company

By: 
Name: David P. Rose
Title: Manager

STATE OF Utah
COUNTY OF Salt Lake

I, Rodney A. Newman, a Notary Public for the County and State aforesaid, certify that Jeff Peterson personally appeared before me this day and acknowledged that he is the President of each of Utah Home Building Company and UHBC, Inc., each a Utah corporation authorized to do business in the State of Utah, and that he being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 9th day of Sept, 2011.

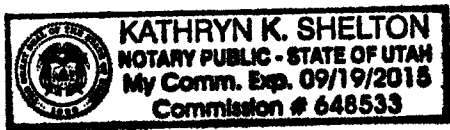


Rodney Newman
Notary Public
My Commission Expires:

STATE OF Utah
COUNTY OF Salt Lake

I, Kathryn K. Shelton, a Notary Public for the County and State aforesaid, certify that David P. Rose personally appeared before me this day and acknowledged that he is a Manager of Reset Midway, LLC, a Utah limited liability company authorized to do business in the State of Utah, and that he being authorized to do so, executed the foregoing on behalf of the limited liability company.

WITNESS my hand and official seal, this the 29th day of Sept, 2011.



Kathryn K. Shelton
Notary Public
My Commission Expires: 9/19/2015

EXHIBIT A

PROPERTY

PLAT A:

BEGINNING SOUTH 89°54'18" WEST 1203.92 FEET ALONG THE SECTION LINE AND SOUTH 295.62 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 128.41 FEET; THENCE EAST 45.09 FEET; THENCE SOUTH 159.05 FEET; THENCE SOUTH 87°41'17" WEST 105.99 FEET; THENCE SOUTH 07°27'47" EAST 67.93 FEET; THENCE SOUTH 09°37'28" WEST 98.71 FEET; THENCE SOUTH 39°08'37" WEST 73.11 FEET; THENCE SOUTH 73°32'10" WEST 100.06 FEET; THENCE NORTH 68°34'46" WEST 35.22 FEET; THENCE SOUTH 89°00'36" WEST 234.77 FEET; THENCE NORTH 01°38'04" EAST 611.49 FEET; THENCE SOUTH 89°58'24" EAST 313.50 FEET; THENCE SOUTH 00°49'36" WEST 78.38 FEET; THENCE SOUTH 89°58'24" EAST 148.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.070 ACRES.

PLAT B:

BEGINNING SOUTH 89°54'18" WEST 1203.92 FEET ALONG THE SECTION LINE AND SOUTH 295.62 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE SOUTH 89°58'24" EAST 412.67 FEET; THENCE NORTH 87°39'07" EAST 129.07 FEET; THENCE NORTH 09°20'30" EAST 895.18 FEET; THENCE NORTH 212.68 FEET; THENCE EAST 197.77 FEET; THENCE SOUTH 699.74 FEET; THENCE SOUTH 29°15'03" WEST 325.39 FEET; THENCE SOUTH 09°01'36" WEST 408.50 FEET; THENCE NORTH 86°58'36" EAST 277.55 FEET; THENCE SOUTH 03°01'30" EAST 205.30 FEET; THENCE SOUTH 04°23'23" WEST 120.41 FEET; THENCE SOUTH 58°08'58" WEST 458.40 FEET; THENCE NORTH 68°55'56" WEST 292.29 FEET; THENCE NORTH 68°34'46" WEST 525.16 FEET; THENCE NORTH 73°32'10" EAST 100.06 FEET; THENCE NORTH 39°08'37" EAST 73.11 FEET; THENCE NORTH 09°37'28" EAST 98.71 FEET; THENCE NORTH 07°27'47" WEST 67.93 FEET; THENCE NORTH 87°41'17" EAST 105.99

FEET; THENCE NORTH 159.05 FEET; THENCE WEST 45.09 FEET; THENCE NORTH 128.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.072 ACRES.

Parcel Nos. 00-0020-4848, 00-0020-4850, 00-0020-4854, 00-0020-4855, 00-0020-4856, 00-0020-4858, 00-0020-4861, 00-0020-4862, 00-0020-4863, 00-0020-6676, 00-0020-6677, 00-0020-6679, 00-0020-6680, 00-0020-6682, 00-0020-6683, 00-0020-6684, 00-0020-6685, 00-0020-6686, 00-0020-6687, 00-0020-6688, 00-0020-6689, 00-0020-6690, 00-0020-6691, 00-0020-6692, 00-0020-6693, 00-0020-6694, 00-0020-6695, 00-0020-6696, 00-0020-6698, 00-0020-6699, 00-0020-6700, 00-0020-6701, 00-0020-6702, 00-0020-6703, 00-0020-6704, 00-0020-6705, 00-0020-6706, 00-0020-6707, 00-0020-6708, 00-0020-6709, 00-0020-6710, 00-0020-6711, 00-0020-6712