

When recorded, return to:

HTM LLC  
Attn: Patrick Holmes  
126 West Sege Lily Dr., Ste. 250  
Salt Lake City, UT 84070

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**ASSIGNMENT OF DECLARANT RIGHTS UNDER  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR  
WINTER HAVEN AT TRAVERSE MOUNTAIN**

THIS ASSIGNMENT OF DECLARANT RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WINTER HAVEN AT TRAVERSE MOUNTAIN (the "**Assignment**") is made as of the 19 day of January, 2012, by RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation ("**Assignor**"), in favor of HTM, LLC, a Utah limited liability company, successor in interest to SUGAR PLUM HOMES, LLC (the "**Assignee**").

**RECITALS**

A. Assignor is the successor Declarant, under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Winter Haven at Traverse Mountain, recorded April 26, 2006 as Entry No. 50657, Official Records of Utah County, Utah (the "**Declaration**").

B. Concurrently with the execution and delivery hereof, Assignor has sold to Assignee certain real property as more particularly described on Exhibit "A" attached hereto (the "**Property**").

C. In connection with such conveyance, Assignor agreed to assign to Assignee all of its rights as Declarant under the Declaration .

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 assigns, transfers and sets over unto Assignee, its respective successors and assigns, all of Assignor's right, title and interest as Declarant under the Declaration. 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.

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3. Assumption. Assignee hereby accepts the foregoing assignment and agrees to act as the Declarant and to assume and be bound by and to pay and perform all obligations of the Declarant under the Declaration that arise from and after the date of this Assignment.

4. Waiver and Release. Assignee hereby waives its right to recover from and fully and irrevocably releases Assignor and its parent company, and their affiliates, subsidiaries, attorneys, shareholders, members, partners, managers, directors, officers, principals, trustees, or employees, including, without limitation, M.D.C. Holdings, Inc., and all of their respective successors and assigns (collectively, the "**Released Parties**") from any and all claims, obligations, responsibility and/or liability that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, claim, action or cause of action arising from or related to Assignor's obligations, responsibility or liability as Declarant under the Declaration. This release includes claims of which Assignee is presently unaware or which Assignee does not presently suspect to exist which, if known by Assignee, would materially affect Assignee's release to Assignor. In this connection and to the extent permitted by law, Assignee hereby agrees, represents and warrants that Assignee realizes and acknowledges that factual matters now unknown to Assignee may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and Assignee further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Assignee nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses. Notwithstanding anything to the contrary in this Agreement, Assignee does not release Assignor from, and the releases herein set forth shall not be deemed to release any claims, costs, losses, liabilities, damages or expenses directly arising from the fraud or gross negligence, willful misconduct, intentional misrepresentation or recklessness of any such Released Parties.

5. 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.

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

7. 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.

*[SIGNATURES ON FOLLOWING PAGES]*

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

**ASSIGNOR:**

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

By:  \_\_\_\_\_

Name: Todd Erickson

Its: Vice President

**ASSIGNEE:**

HTM, LLC, a Utah limited liability company

By: \_\_\_\_\_

Name: Patrick Holmes

Its: Manager

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

**ASSIGNOR:**

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

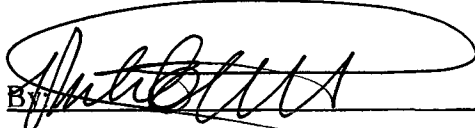
By: \_\_\_\_\_

Name: Todd Erickson

Its: Vice President

**ASSIGNEE:**

HTM, LLC, a Utah limited liability company

By:  \_\_\_\_\_

Name: Patrick Holmes

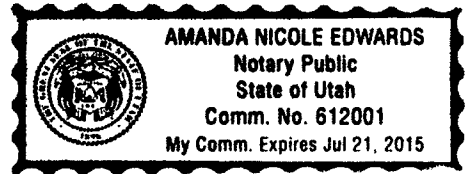
Its: Manager

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

This instrument was acknowledged before me on January 19, 2012, by Todd Erickson, the Vice President of RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, for and on behalf thereof.

Amanda Edwards  
Notary Public

My Commission Expires:  
July 21, 2015



STATE OF UTAH )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on January \_\_\_\_\_, 2012, by Patrick Holmes, as Manager of HTM, LLC, a Utah limited liability company, for and on behalf thereof.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on January \_\_\_\_, 2012, by Todd Erickson, the Vice President of RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, for and on behalf thereof.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )  
County of Salt Lake ) ss.

This instrument was acknowledged before me on January 19th, 2012, by Patrick Holmes, as Manager of HTM, LLC, a Utah limited liability company, for and on behalf thereof.

[Signature]  
Notary Public

My Commission Expires:  
2/23/13

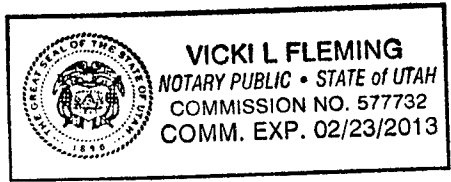


Exhibit "A"

LOTS -228, 230, 231, 232, 233, 234, 235, 236, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 251, 252, 253, 255, 256, 260, 262, 263, 264, 265, 266, 267, 268, 269, 274, 275, 276, 277, 278, 279, 280, and 281, WINTER HAVEN SUBDIVISION, PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.