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12/21/2009 04:20 PM \$71.00
Book - 9790 Pg - 5256-5260
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
NATIONAL TITLE AGENCY LLC
5295 S COMMERCE DR #250
MURRAY UT 84107
BY: ZJM, DEPUTY - MI 5 P.

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

**ASSIGNMENT OF DECLARANT'S RIGHTS
UNDER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HEATHERWOOD VILLAGE
A Planned Unit Development**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEATHERWOOD VILLAGE ("Assignment") is made as of this 9th day of December, 2009, by and between BACH LAND AND DEVELOPMENT, LLC, a Utah limited liability company whose office address is 11650 S. State St., Suite 300, Draper, UT 84020 (the "Assignor") and RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation, whose office address is 4350 South Monaco Street, Suite 500, Denver, CO 80237 (the "Assignee").

521589/UW

RECITALS:

A. Assignor is the "Declarant" under that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HEATHERWOOD VILLAGE, recorded May 30, 2008 as Entry No. 10440844 in Book 9612 at Page 2409, Official Records of Salt Lake County, Utah (the "Declaration"), which Declaration encumbers that certain real property located in Salt Lake County, Utah, known generally as "HEATHERWOOD VILLAGE," and more particularly described in the Declaration. Capitalized terms used in this Assignment without definition shall have the same meanings as given to such terms in the Declaration.

B. By execution of this Assignment and recording of same in the Official Records of Salt Lake County, Utah, and in accordance with the provisions of Article I, Section 1.9 of the Declaration, Assignor intends to assign and transfer to Assignee, and Assignee intends to accept, all of Assignor's rights, title, and interests as the "Declarant" under the Declaration, as and to the extent specifically set forth in this Assignment.

NOW, THEREFORE, in consideration of the premises, and for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Assignment as if fully set forth herein.

2. ASSIGNMENT. Pursuant to, and in compliance with, the provisions of Article I, Section 1.9 of the Declaration, Assignor does hereby grant, assign, transfer and set over unto Assignee all of Assignor's rights, title and interests as the "Declarant" under the Declaration.

3. ACCEPTANCE. Assignee does hereby accept the foregoing grant, assignment, transfer and set over from Assignor of all of Assignor's rights, title, interests and obligations as the "Declarant" under the Declaration. The Assignee hereby accepts the assignment set forth above and assumes only those liabilities and/or obligations that accrue after the date of this Assignment. The Assignor agrees to indemnify, defend, and hold the Assignee harmless for any claims, damages, losses, lawsuits, liabilities, demands, or actions arising out of or related to the Declaration or Property that accrue and/or occur on or prior to the date of this Assignment. The Assignee agrees to indemnify, defend and hold Assignor harmless fro any claims, damages, losses, lawsuits, liabilities, demands, or actions arising out of or related to the Declaration or the Property that accrue and/or occur after the date of this Assignment.

4. DESIGN GUIDELINES/HOUSE PLANS. In consideration of the assignment herein, Assignee hereby agrees that in no event will Assignor, with respect to the Lots it currently owns that are subject to the Declaration, be bound by any new design guidelines or architectural requirements imposed by the Association after the date of this Assignment, provided, however, Assignor agrees that any Property it owns will comply with those design guidelines or architectural requirements currently in place as of the date of this Assignment. In addition, Assignor hereby reserves any exemption from payment of assessments provided to the Declarant under the Declaration with respect to the remaining Property it owns as of the date hereof. Further, Assignee hereby agrees that any houses constructed on Lots 11, 9 and 63 shall be rambler style only. No two-story houses shall be permitted.

5. REPAYMENT OF PRIOR DECLARANT EXPENSES. In further consideration hereof, Assignee agrees to reimburse Assignor the sum of \$2,281.38 by company check paid concurrently herewith. Such payment shall be considered payment in full of any and all advances made by Assignor to the Association. Assignor agrees to concurrently mark any promissory note "paid" and cancel and return the same to the Association.

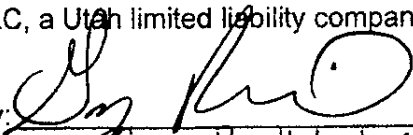
6. DECLARANT DEFINED. By virtue of this Assignment, Assignee shall hereby constitute the "Declarant" under the Declaration for all purposes, and Assignor shall no longer have any right, title or interest thereunder as Declarant, and all such right title and interest shall henceforth be vested in Assignee.

7. NOTICE. Any notices required to be given under the Declaration to the "Declarant" under the Declaration shall be given to Assignee at the address set forth for Assignee in the initial paragraph of this Assignment.

IN WITNESS WHEREOF, the Assignor has executed this Assignment the day and year first above written.

"ASSIGNOR"

BACH LAND AND DEVELOPMENT,
LLC, a Utah limited liability company

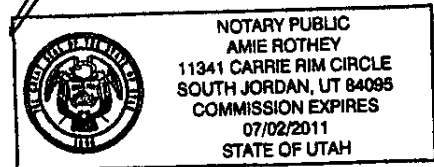
By: 
Name: Greg Kindlisbacher
Title: Managing Member
Date: 12/9/09

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

The foregoing instrument was acknowledged before me this 9th day of December 2009, by Greg Kindlisbacher as Managing Member of Bach Land and Development, LLC, a Utah limited liability company.


Notary Public

My Commission Expires: 07/02/2011



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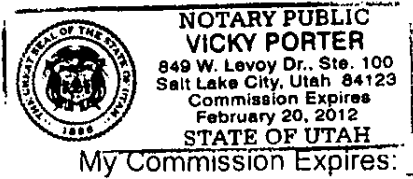
"ASSIGNEE"

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

By: 
Name: David W. Vitek, President
Date: 12-9-2009

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

The foregoing instrument was acknowledged before me this 9th day of
December, 2009 by David W. Vitek as President of Richmond American Homes of Utah
Inc., a Colorado corporation.





Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 3, 4, 6 through 9, inclusive, 11, 15 through 60, inclusive, and 63, HEATHERWOOD VILLAGE PLANNED UNIT DEVELOPMENT SUBDIVISION, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

Tax Parcel Numbers:

27-22-253-002-0000	27-22-206-016-0000
27-22-253-003-0000	27-22-206-017-0000
27-22-253-005-0000	27-22-206-018-0000
27-22-253-006-0000	27-22-206-019-0000
27-22-253-007-0000	27-22-206-020-0000
27-22-253-008-0000	27-22-206-021-0000
27-22-253-010-0000	27-22-206-022-0000
27-22-253-015-0000	27-22-206-023-0000
27-22-253-014-0000	27-22-206-024-0000
27-22-253-013-0000	27-22-206-025-0000
27-22-253-012-0000	27-22-206-026-0000
27-22-206-045-0000	27-22-206-027-0000
27-22-206-044-0000	27-22-206-028-0000
27-22-206-043-0000	27-22-206-046-0000
27-22-206-042-0000	27-22-206-047-0000
27-22-206-041-0000	27-22-206-048-0000
27-22-206-040-0000	27-22-206-049-0000
27-22-206-039-0000	27-22-206-050-0000
27-22-206-038-0000	27-22-206-051-0000
27-22-206-037-0000	27-22-206-052-0000
27-22-206-036-0000	27-22-206-053-0000
27-22-206-035-0000	27-22-206-054-0000
27-22-206-034-0000	27-22-206-055-0000
27-22-206-033-0000	27-22-253-018-0000
27-22-206-032-0000	27-22-253-019-0000
27-22-206-031-0000	27-22-253-020-0000
27-22-206-030-0000	27-22-253-023-0000