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08/12/2003 11:29 AM 20.00  
Book - 8861 Pg - 1694-1699  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
RICHMOND AMERICAN HOMES  
3600 S YOSEMITE ST  
10TH FL  
DENVER CO 80237  
BY: LDT, DEPUTY - ME 6 P.

**WHEN RECORDED, PLEASE MAIL TO:**

RICHMOND AMERICAN HOMES OF UTAH, INC.  
c/o M.D.C. Holdings, Inc.  
Attention: Rebecca Givens  
3600 South Yosemite Street  
10th Floor - Legal Department  
Denver, Colorado 80237

**SEVENTH AMENDMENT  
TO THE  
DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
THE ESTATES AT ROSE CREEK**

**July 27, 2003**

Capitalized terms utilized throughout this instrument shall be defined to have the same meaning as in the Original Declaration, as defined herein.

A. That certain Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek, dated August 28, 1997 (the "Original Declaration"), has been executed by Watt Residential Partners, a California General Partnership, d.b.a. Watt Homes, Utah Division, and duly recorded in the office of the Salt Lake County Recorder, State of Utah, on August 29, 1997, as Entry No. 6727909, in Book 7746, at Page 2241 of Records.

B. In order to annex and bring additional property within the provisions of the Original Declaration, the Original Declaration has been amended pursuant to that certain First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek, dated August 7, 1998, duly recorded in the office of the Salt Lake County Recorder, State of Utah, on August 12, 1998, as Entry No. 7054218, in Book 8062, at Page 2101 of Records (the "First Amendment"); that certain Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek, dated July 1, 1999, duly recorded in the office of the Salt Lake County Recorder, State of Utah, on July 8, 1999, as Entry No. 7407092, in Book 8292, at Page 6477 of Records (the "Second Amendment"); that certain Third Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek, dated October 4, 2000, duly recorded in the office of the Salt Lake County Recorder, State of Utah, on November 6, 2000, as Entry No. 7754868, in Book 8399, at Page 5029 of Records (the "Third Amendment"); that certain Fourth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for

The Estates at Rose Creek, dated June 26, 2001, duly recorded in the office of the Salt Lake County Recorder, State of Utah, on July 5, 2001, as Entry No. 7940602, in Book 8476, at Page 2867 of Records (the "Fourth Amendment"); that certain Fifth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek, dated November 5, 2001, duly recorded in the office of the Salt Lake County Recorder, State of Utah, on December 6, 2001, as Entry No. 8084131, in Book 8537, at Page 9147 of Records (the "Fifth Amendment"); and that certain Sixth Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek, dated September 6, 2002, duly recorded in the office of the Salt Lake County Recorder, State of Utah, on September 18, 2002, as Entry No. 8357293, in Book 8650, at Page 3006 of Records (the "Sixth Amendment").

C. The real property more particularly described in the Original Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment (the "Property") is subject to the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes as set forth therein, to: (i) insure the enhancement and preservation of property values, (ii) provide for the proper design, development, improvement and use of the Property by the Grantor and its successors-in-interest, and all other persons or entities who may subsequently acquire an interest in the Property consistent with a general master plan approach, and (iii) create a residential development of high quality.

D. Section 11.01 of the Original Declaration expressly provides that:

Additional property may be annexed and brought within the provisions of this Declaration by the Grantor, at any time, without the approval of any Owner or the Association. To annex additional property, the Grantor shall record an amendment to this Declaration which shall describe the additional property to be annexed, and the Grantor may supplement this Declaration with additional or different Covenants and Restrictions applicable to the annexed property, as the Grantor may deem appropriate, and the Grantor may delete or modify such covenants as are contained herein which the Grantor deems inappropriate for the annexed property. Upon such annexation, the Owners of the Lots within the annexed property shall become members of the Association with the same rights, privileges and obligations as all other members. The amendment of this Declaration as authorized by this Section, to annex additional property, shall be controlled by the provisions of this Section and shall be expressly excluded from the requirements of Section 12.02 of this Declaration. Notwithstanding the foregoing, it is anticipated that each annexed parcel shall be developed and platted as a separate and distinct subdivision and the annexation thereof shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plat for any prior subdivision comprising the Property governed by the provisions of this Declaration.

E. Richmond American Homes of Utah, Inc., a Colorado corporation, as the legal successor-in-interest to the Grantor, at this time desires to annex and bring this additional Property owned by it as hereinafter described (the "Annexation Property"), within the provisions of the Original Declaration, as amended, and to subject the Annexation Property to the covenants, conditions, restrictions, easements, reservations, limitations, and equitable servitudes set forth in the Original Declaration, as amended.

F. The Annexation Property situated in Salt Lake County, State of Utah, is being developed and platted as separate and distinct subdivisions and is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

NOW THEREFORE, pursuant to and in conformance with the provisions of Section 11.01 of the Original Declaration, the Grantor hereby amends the Original Declaration, as amended, and declares that:

1. The Annexation Property as described in Recital F above, and each lot, tract or parcel thereof, is hereby annexed to the Original Declaration, and shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to and in conformance with all of the covenants, conditions, restrictions, easements, reservations, limitations and equitable servitudes ("Covenants and Restrictions") set forth in the Original Declaration, as amended, the terms and provisions of which are incorporated herein by this reference as though fully set forth herein.

2. There shall be no additional or different Covenants and Restrictions imposed by this Amendment which are applicable to the Annexation Property, nor shall any of the Covenants and Restrictions set forth in the Original Declaration, as amended, be deleted or modified with respect to the Annexation Property.


3. The Owners of Lots within the Annexation Property shall become members of the Association with the same rights, privileges and obligations as all other Members.

4. The annexation of the Annexation Property hereto shall not, by virtue of such annexation, be considered an alteration, amendment or change to the plats for the Property.

5. This Seventh Amendment to the Original Declaration, as amended, is made pursuant to and in conformance with the provisions of Section 11.01 of the Original Declaration, as amended, and is expressly excluded from the requirements of Section 12.02 of the Original Declaration, as amended. Except for the amendment provided herein with respect to the annexation of the Annexation Property, the Original Declaration, as amended, remains in full force and effect and otherwise operates and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the Grantor has executed this Seventh Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Estates at Rose Creek as of the date first above written.

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

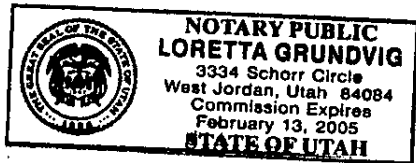
By: 

Neil Blackburn  
Vice President of Land

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE    )

On the 12th day of August, 2003, personally appeared before me Neil Blackburn, Vice President of Land, known to me or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Richmond American Homes of Utah, Inc., and who acknowledged to me that the company executed the same.



*Loretta Grundvig*  
Notary Public

Exhibit A

Beginning at the South Quarter Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and running;

thence North 0°09'48" East 1065.60 feet along the quarter section line;  
thence South 89°43'40" East 93.70 feet;  
thence North 0°09'48" East 30.00 feet;  
thence North 89°43'40" West 93.70 feet to the quarter section line;  
thence North 0°09'48" East 9.64 feet along the quarter section line;  
thence South 89°50'12" East 262.28 feet;  
thence East 1044.19 feet to the Northwest Corner of Estates at Rose Creek Phase 7A;  
thence South 0°16'20" West 215.10 feet along the west line of the Estates at Rose Creek  
Phase 7A;  
thence South 89°43'40" East 7.80 feet along the south line of the Estates at Rose Creek  
Phase 7A;  
thence South 0°10'14" West 537.86 feet along the west line of the Estates at Rose Creek  
Phase 7A;  
thence North 89°39'59" West 427.99 feet along the north line of the Estates at Rose  
Creek Phase 7A;  
thence South 0°16'14" West 33.73 feet along the west line of the Estates at Rose Creek  
Phase 7A;  
thence North 89°43'46" West 60.00 feet along the north line of the Estates at Rose Creek  
Phase 7A;  
thence North 89°50'16" West 118.35 feet along the north line of the Estates at Rose  
Creek Phase 7A;  
thence South 0°03'42" West 87.46 feet along the west line of the Estates at Rose Creek  
Phase 7A;  
thence South 0°16'14" West 62.69 feet along the west line of the Estates at Rose Creek  
Phase 7A;  
thence South 89°43'46" East 23.04 feet along the north line of the Estates at Rose Creek  
Phase 7A;  
thence South 0°16'14" West 173.42 feet along the west line of the Estates at Rose Creek  
Phase 7A to the section line;  
thence North 89°43'40" West 730.13 feet along the section line to the point of beginning.

Contains 1,244,180 Sq.Ft., 28.56 Acres, 65 Lots, 4 Parcels.

However, excluding Parcel "D", Estates at Rose Creek Subdivision Phase 8, according to the official plat thereof, filed in Book 2003P, at Page 181 of the Official Records of the Salt Lake County Recorder.