

When Recorded, Please Mail to:

D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, UT 84020

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**ASSIGNMENT OF DECLARANT'S RIGHTS FOR  
FOOTHILL VILLAGE ALTA**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS FOR FOOTHILL VILLAGE ALTA (this "**Assignment**") is executed to be effective the 4 day of August, 2023, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Assignor**"), and D.R. HORTON, INC., a Delaware corporation ("**Assignee**").

**RECITALS**

A. Assignor is the entity identified and designated as the Declarant (the "**Declarant**") in that certain Declaration of Covenants, Conditions and Restrictions for Foothill Village Alta dated May 12, 2020, that was recorded in the Office of the Recorder of Utah County, Utah on May 28, 2020 as Entry No. 72730:2020, as supplemented and amended by that certain First Supplemental Declaration and First Amendment to the Declaration of Covenants, Conditions and Restrictions for Foothill Village Alta dated March 15, 2021, that was recorded in the Office of the Recorder of Utah County, Utah on March 19, 2021 as Entry No. 52584:2021, and as further supplemented and amended by that certain Second Supplemental Declaration and Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Foothill Village Alta dated July 27, 2021, that was recorded in the Office of the Recorder of Utah County, Utah on August 3, 2021 as Entry No. 135937:2021 (collectively referred to herein as the "**Declaration**"). The Declaration pertains to a residential unit development known as Foothill Village Alta (the "**Project**") located on that certain real property in Utah County, Utah more particularly described on Exhibit A attached hereto (the "**Property**"). Capitalized terms not otherwise defined in this Assignment shall have the same meaning given to such terms in the Declaration.

B. Assignee has acquired from Assignor certain portions of the Project, and Assignee desires to acquire from Assignor all rights, title and interest of Assignor as the Declarant arising under the Declaration.

C. Assignor is willing to assign to Assignee all of such Assignor's rights, title and interest as the Declarant under the Declaration as hereinafter set forth.

**ASSIGNMENT**

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

1. Assignment of Declarant Rights. Assignor hereby assigns to Assignee all rights, title and interest of Assignor as the Declarant under the Declaration. Assignee hereby accepts the assignment from Assignor of all rights, title and interest as Assignee as the Declarant under the Declaration effective as of and commencing on the date of this Assignment. Assignor and Assignee hereby agree and declare that commencing on the date of this Assignment, Assignee shall be deemed the Declarant under the Declaration for all purposes, and Assignee shall have the right to remove from the Board of Directors of the Foothill Alta Owners Association, Inc., a Utah non-profit corporation (the “**Association**”), all members of the Board of Directors of the Association that may have previously been appointed by Assignor, and commencing on the date of this Assignment, Assignee shall have the exclusive and irrevocable right, as the Declarant under the Declaration, to appoint all of the members of the Board of Directors and their successors and replacements as provided in Section 3.3 of the Bylaws of the Association attached as Exhibit C to the Declaration.

2. Miscellaneous.

a. Amendments. This Assignment may not be changed orally, but only by a written agreement signed by the parties.

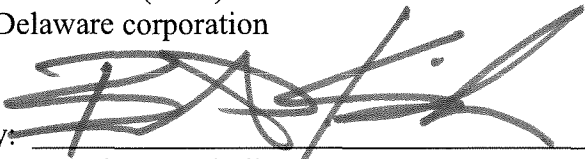
b. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

c. Severability. If any provision of this Assignment is held to be invalid, void or unenforceable in whole or in part, the rest of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

d. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by persons duly authorized to execute the same as of the date first above written.

FORESTAR (USA) REAL ESTATE GROUP INC.,  
a Delaware corporation

By: 

Name: Brian Konderik

Title: Division President

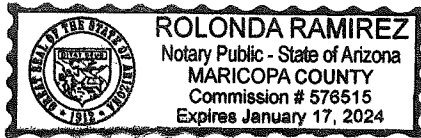
Date of Execution: August 3, 2023

D.R. HORTON, INC.,  
a Delaware corporation

By: [Signature]  
Name: Jonathan S. Thornley  
Title: DIVISION CFO  
Date of Execution: August 4, 2023

STATE OF Arizona )  
: ss.  
COUNTY OF Maricopa )

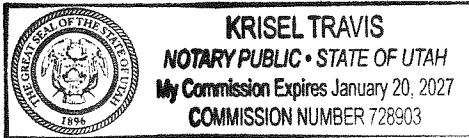
The foregoing instrument was acknowledged before me this 3 day of August, 2023,  
by Brian Kenderik, in such person's capacity as the  
Division President of Forestar (USA) Real Estate Group Inc., a Delaware  
corporation.



[Signature]  
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 4 day of August, 2023,  
by Jonathan S. Thornley, in such person's capacity as the  
DIVISION CFO of D.R. Horton, Inc., a Delaware corporation.



[Signature]  
NOTARY PUBLIC

**EXHIBIT A**

Legal Description of the Property

That certain real property located in Utah County, Utah, more particularly described as follows:

RECORD PLAT FOOTHILL VILLAGE SUBDIVISION PLAT 'R' LOTS 245 - 263 AND ALL COMMON AREA, LIMITED COMMON AREA AND PRIVATE STREETS AS DESIGNATED THEREON, INCLUSIVE.

TOGETHER WITH:

RECORD PLAT FOOTHILL VILLAGE SUBDIVISION PLAT 'V' LOTS 444 - 468 AND ALL COMMON AREA, LIMITED COMMON AREA AND PRIVATE STREETS AS DESIGNATED THEREON, INCLUSIVE.

TOGETHER WITH:

RECORD PLAT FOOTHILL VILLAGE SUBDIVISION PLAT 'X' LOTS 469 - 509 AND ALL COMMON AREA, LIMITED COMMON AREA AND PRIVATE STREETS AS DESIGNATED THEREON, INCLUSIVE.

TOGETHER WITH:

RECORD PLAT FOOTHILL VILLAGE SUBDIVISION PLAT 'Z' LOTS 510 - 524 AND ALL COMMON AREA, LIMITED COMMON AREA AND PRIVATE STREETS AS DESIGNATED THEREON, INCLUSIVE.

PARCEL ID:

39:330:0245 THROUGH 39:330:0263 ; 39:330:0264 – 'R'

39:316:0444 THROUGH 39:316:0468 ; 39:316:0469 – 'V'

39:341:0469 THROUGH 39:341:0509 ; 39:341:0510 – 'X'

39:343:0510 THROUGH 39:343:0524 ; 39:343:0525 – 'Z'