

WHEN RECORDED, RETURN TO:

D. R. Horton
12351 S. Gateway Park Place, Suite D-100
Draper, Utah 84020
Attn: Adam Loser
Tax Parcel ID Nos. 21-044-0-0001 through 21-044-0-0021 (inclusive)

**ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND
OBLIGATIONS**

This Assignment and Assumption of Declarant's Rights and Obligations (this "Assignment") is made effective as of the 09th day of October, 2020 by Saddleback Pastures, L.C., a Utah limited liability company ("Assignor"), in favor of D.R. Horton, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the "Declarant" as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions for Lake Point Heights Subdivision (the "Declaration"), which was recorded in the Office of the Recorder of Tooele County, Utah on October 22nd, 2020, as Entry No. 524893.

WHEREAS, the Declaration encumbers that certain real property located in Tooele County, Utah known as the Lake Point Heights Subdivision (the "Property"), and which is more particularly described on Exhibit A attached hereto.

WHEREAS, Assignor desires to transfer to Assignee all of the rights and obligations of the "Declarant" under the Declaration now held by Assignor.

WHEREAS, pursuant to Section 7.15 of the Declaration, Assignor may transfer and assign all of the rights and obligations of Declarant arising under the Declaration to other persons or entities by a written assignment document executed by both Assignor and the transferee or assignee and recorded in the Office of the Recorder of Tooele County, Utah.

WHEREAS, at the time of recordation of this Assignment, Assignee shall have obtained fee ownership of all of the Property.

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's Rights and Obligations.** Assignor does hereby assign, transfer, and convey to Assignee all rights and obligations of Assignor as the Declarant contained in and arising under the Declaration, which assignment shall be effective as of the date of this Assignment.

2. **Assumption of Declarant's Rights and Obligations.** Assignee does hereby accept and assume the assignment from Assignor of Assignor's rights and obligations as the

Declarant contained in and arising under the Declaration, which acceptance and assumption shall be effective as of the date of this Assignment.

3. **Warranty.** Assignor represents and warrants to Assignee as follows: (a) that Assignor was the owner of the Property when the Declaration was recorded; (b) that Assignor had full power and authority to encumber the Property with the Declaration when it was executed and recorded; (c) that Assignor has full power and authority to execute this Assignment; and (d) that Assignor has not previously assigned, conveyed, or otherwise transferred any portion of the rights and obligations of Declarant under the Declaration.

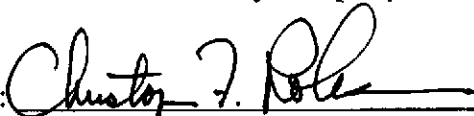
4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. **Governing Law.** This Assignment, and any claim, controversy or dispute arising under or related to this Assignment or the rights, duties and relationship of Assignor and Assignee, shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any action to enforce or interpret any provision of this Assignment, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the date first written above.

ASSIGNOR

SADDLEBACK PASTURES, L.C.
a Utah limited liability company

By: 
Christopher F. Robinson, Manager

ASSIGNEE

D.R. HORTON, INC.
a Delaware corporation

By: _____

Name: _____

Title: _____

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3. **Warranty.** Assignor represents and warrants to Assignee as follows: (a) that Assignor was the owner of the Property when the Declaration was recorded; (b) that Assignor had full power and authority to encumber the Property with the Declaration when it was executed and recorded; (c) that Assignor has full power and authority to execute this Assignment; and (d) that Assignor has not previously assigned, conveyed, or otherwise transferred any portion of the rights and obligations of Declarant under the Declaration.

4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. **Governing Law.** This Assignment, and any claim, controversy or dispute arising under or related to this Assignment or the rights, duties and relationship of Assignor and Assignee, shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any action to enforce or interpret any provision of this Assignment, the prevailing party shall be entitled to an award of reasonable attorneys' fees.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the date first written above.

ASSIGNOR

SADDLEBACK PASTURES, L.C.
a Utah limited liability company

By: _____
Christopher F. Robinson, Manager


ASSIGNEE

D.R. HORTON, INC.
a Delaware corporation

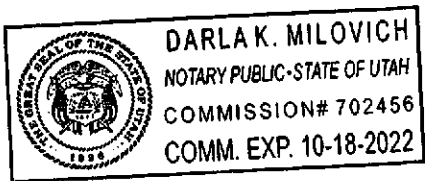
By: _____
Name: Jonathan S. Moraley
Title: Division CFO

STATE OF UTAH)
COUNTY OF Salt Lake) ss

The foregoing instrument was acknowledged before me this 22nd day of October, 2020, by Christopher F. Robinson as Manager of Saddleback Pastures, L.C., a Utah limited liability company.



Notary Public



STATE OF UTAH)
COUNTY OF SALT LAKE) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of D.R. Horton, Inc., a Delaware corporation.

Notary Public

STATE OF UTAH)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of October, 2020, by Christopher F. Robinson as Manager of Saddleback Pastures, L.C., a Utah limited liability company.

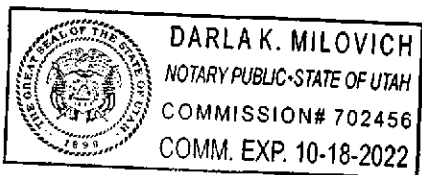
Notary Public

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 27 day of October, 2020, by Jonathan S. Thornley as Division CFO of D.R. Horton, Inc., a Delaware corporation.

[Signature]

Notary Public



**EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND
OBLIGATIONS**

(Legal Description and Tax Parcel ID Numbers of the Property)

All of Lots 1 through 21 (inclusive), Lake Point Heights Subdivision, according to the official plat thereof on file with the Tooele County Recorder's Office.

Tooele County Tax Parcel Nos.: 21-044-0-0001 through 21-044-0-0021 (inclusive);