

ASSIGNMENT OF DECLARANT'S RIGHTS

This ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is made and entered into this as of the 27 day of March 2018, but effective as of February 23, 2018, by and between MKP DEVELOPMENT, LLC ("Assignor") and YALUMBA PARTNERS, LP ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the Declarant under that certain Declaration of Conditions, Covenants and Restrictions for Sugar Tree and Sugar Tree on the Brazos filed Volume 2273, Page 1589, Volume 2313, Page 126, Volume 2402, Page 265, Volume 2691, Page 278, Volume 2371, Page 967, Volume 2495, Page 469, Volume 2571, Page 1724, Volume 2872, Page 583, Volume 2886, Page 1578, Volume 2894, Page 866, Volume 2894, Page 905, Volume 2894, Page 919, Volume 2912, Page 1505, Volume 2754, Page 1759, 201622643, 201622644 and 201720321 Real Property Records of Parker County, Texas (as amended, modified, supplemented or extended, the "Declaration");

WHEREAS, the Declaration encumbers real property located in Parker County, Texas as described in the Declaration (the "Property");

WHEREAS, Assignor conveyed to Assignee a portion of the Property by that certain Special Warranty Deed recorded under Parker County Clerk's Instrument #201805012, Official Public Records of Parker County, Texas;

WHEREAS, the Declaration authorizes Assignor as Declarant to assign its rights and duties to a successor Declarant ; and

WHEREAS, to the extent that the Assignor retains rights and duties as Declarant under the Declaration, Assignor has agreed to assign such rights and duties to Assignee, and Assignee has agreed to assume such rights and duties of Assignor as Declarant under the Declaration.

NOW, THEREFORE for the sum of TEN DOLLARS AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals set forth in this Agreement are true and accurate and are incorporated herein by this reference.

2. **Assignment.** From and after the date of this Agreement, Assignor hereby assigns, transfers and conveys to Assignee without recourse or warranty all of Assignor's rights, titles, powers and duties as Declarant under the Declaration to Assignee . Assignee hereby accepts such Assignment from and after the date of this Agreement and agrees to be bound by and perform the duties and obligations of Assignor as Declarant under the Declaration. Assignee hereby assumes all prospective obligations of Declarant to be performed after the date hereof.
3. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their perspective successors and assigns.
4. **Address for Future Notices.** From and after the date of this Agreement, all notices delivered to Assignee in its capacity as successor Declarant under the Declaration shall be given to Assignee at:

Yalumba Partners, LP
125 Cahill Ct
Weatherford, TX 76088-7220
5. **Governing Law.** This Assignment shall be governed by the laws of the State of Texas and the agreed upon venue is Parker County, Texas.
6. **Headings.** Section headings and captions are inserted for convenience of reference only and shall in no way alter or modify the text of such sections.
7. **Severability.** If any provision of this Assignment shall be held to invalid or unenforceable, the rest of the Agreement shall be enforced without the invalid or the unenforceable provision.
8. **Counterparts.** The Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.
9. **Further Assurances.** Assignor and Assignee each agree to execute any and all other documents which are reasonably necessary to effectuate the transfer to the extent of Assignor's interest and

EXECUTED on the 28 day of March, 2018, but effective as of February 23, 2018.

Yalumba Partners, LP

By: *Kel Devlin*
Kel Devlin, General Partner

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF Parker §

This instrument was acknowledged before me on the 28th day of March, 2018, by Kel Devlin, General Partner of Yalumba Partners, LP, Assignee in above Assignment of Declarant Rights.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Jeane Brunson

201807386
04/03/2018 01:14 PM
Fee: 38.00
Jeane Brunson, County Clerk
Parker County, Texas
ASSIGNMENT

Susan Alvey
NOTARY PUBLIC, STATE OF TEXAS

