ASSIGNMENT

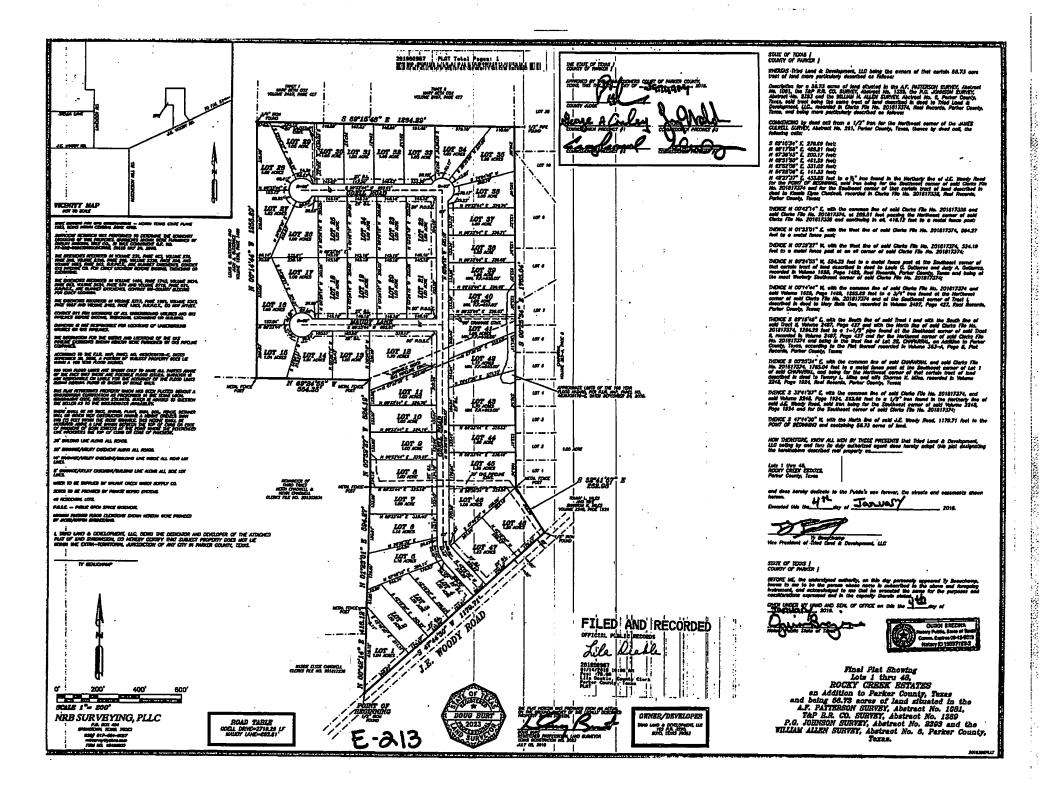
This Assignment is entered into on this the 3040 day of anuary, 2019 by and between Triad Land and Development, LLC ("Assignors") and M Declarant Company, LLC, ("Assignee").

- 1. <u>ASSIGNMENT</u>. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as the Declarant under that Declaration of Covenants, Conditions and Restrictions for **The Rocky Creek Estates** regarding the Property described on Exhibit "A" Assignee hereby accepts the foregoing assignment and agrees to assume, fulfill, perform, and discharge all the various commitments, obligations, duties, and liabilities of Assignor as the Declarant under and by virtue of the CCRS's.
- 2. <u>MODIFICATION, ENTIRE AGREEMENT</u>. This Assignment shall not be modified, except in writing executed by both parties hereto. This Assignment constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements between the parties.
- 3. <u>MULTIPLE COUNTERPARTS</u>. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.
- 4. <u>SUCCESSORS AND ASSIGNS</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, successors and assigns.
- 5. <u>FURTHER ACTS</u>. Assignor agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all such further acts, bills of sale, transfers, assignments, confirmations, assurances, documents, instruments and agreements as the Assignee shall reasonably request to effect the assignment, transfer and assurance unto the Assignee of the Assignor's rights in and to the Contract.

ASSIGNMENT PAGE 1

ASSIGNOR: ASSIGNEE: Triad Land and Development, LLC M Declarant Company, LLC By: Name: Name: Title: Owne Title: ACKNOWLEDGMENT THE STATE OF TEXAS COUNTY OF Tarrant This instrument was acknowledged before me on Januar of Triad Land and Development, LLC, on behalf of said entity. KELLY CHRISTINE MILLIKAN My Notary ID # 124455222 Expires January 31, 2023 ACKNOWLEDGMENT THE STATE OF TEXAS COUNTY OF auar This instrument was acknowledged before me on _ M Declarant Company, LLC.

EXHIBIT A THE PROPERTY



FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

201903080 02/11/2019 02:28 PM Fee: 38.00 Lila Deakle, County Clerk Parker County, Texas ASSIGNMENT