

When Recorded, Please Mail to:

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

Parcel No.: 22-051-0-1001 through 22-051-0-1130, inclusive
22-051-0-000A, 22-051-0-000B, 22-051-0-000C

ASSIGNMENT OF DECLARANT'S RIGHTS FOR WESTERN ACRES TOWNHOMES

THIS ASSIGNMENT OF DECLARANT'S RIGHTS FOR WESTERN ACRES TOWNHOMES (this "**Assignment**") is executed to be effective the 22 day of February, 2024, by GRNOBL WESTERN ACRES, LLC, a Utah limited liability company ("**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 Western Acres Townhomes dated September 19, 2022, which was recorded in the Office of the Recorder of Tooele County, Utah on October 26, 2022 as Entry No. 581596, as supplemented and amended by that certain First Supplemental Declaration and Amendment to the Declaration of Covenants, Conditions and Restrictions for Western Acres Townhomes, which was recorded in the Office of the Recorder of Tooele County, Utah on August 18, 2023 as Entry No. 592579 (collectively referred to herein as the "**Declaration**"). The Declaration pertains to a residential unit development known as Western Acres Townhomes (the "**Project**") located on that certain real property in Tooele 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 of Assignor 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 Western Acres Owners Association, 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.

GRNOBL WESTERN ACRES, LLC,
a Utah limited liability company

By: GRNOBL MANAGER, LLC,
a Utah limited liability company,
Its Manager

By: 
A.J. Green

Title: Manager

Date of Execution: February 22, 2024

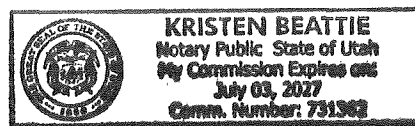
D.R. HORTON, INC.,
a Delaware corporation

By: [Signature]
Name: Adam R. Loser
Title: Vice President
Date of Execution: February 26, 2024

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

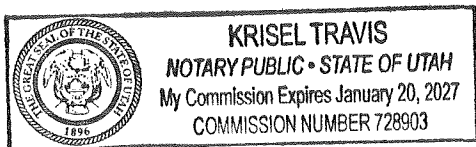
The foregoing instrument was acknowledged before me this 22nd day of February, 2024, by A.J. Green, in such person's capacity as the Manager of GRNOBL MANAGER, LLC, a Utah limited liability company, which executed the foregoing instrument in its capacity as the Manager of GRNOBL WESTERN ACRES, LLC, a Utah limited liability company.

[Signature]
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 21 day of February, 2024, by Adam R. Loser, in such person's capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.



[Signature]
NOTARY PUBLIC

EXHIBIT A

Legal Description of the Property

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

LOTS 1001 TO 1130, INCLUSIVE, AND ALL COMMON AREAS, LIMITED COMMON AREAS AND PRIVATE STREETS AS DESIGNATED ON THE RECORDED PLAT OF WESTERN ACRES TOWNHOMES PHASE 1 ON OCTOBER 26, 2022 AS ENTRY NO. 581587 IN THE TOOELE COUNTY RECORDER OFFICE.

Together with

LOTS 1131 TO 1231, INCLUSIVE, LOTS 1242 TO 1251, INCLUSIVE, AND ALL COMMON AREAS, LIMITED COMMON AREAS AND PRIVATE STREETS AS DESIGNATED ON THE RECORDED PLAT OF WESTERN ACRES TOWNHOMES PHASE 2A ON AUGUST 17, 2023 AS ENTRY NO. 592540 IN THE TOOELE COUNTY RECORDER OFFICE..

Together with

Western Acres Phase 2B

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 00°01'31" WEST ALONG THE SECTION LINE A DISTANCE OF 1416.69 FEET AND EAST 351.38 FEET FROM THE WEST QUARTER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT ALSO BEING ON THE EASTERLY LINE OF OVERPASS POINT SUBDIVISION, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY # 112891 IN BOOK 510 NUMBER 620; AND RUNNING THENCE ALONG SAID BOUNDARY NORTH 00°00'05" EAST A DISTANCE OF 361.82 FEET TO A POINT ON THE BOUNDARY OF WESTERN ACRES TOWNHOMES PHASE 2A, ON FILE WITH THE TOOELE COUNTY RECORDER AS ENTRY # 592540 IN BOOK 23 NUMBER 24; AND RUNNING THENCE ALONG SAID BOUNDARY THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 35°42'44" EAST 43.70 FEET; 2) SOUTH 52°00'26" EAST 220.79 FEET; 3) SOUTHWESTERLY 107.05 FEET ALONG THE ARC OF A 125.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 26°36'09" WEST 103.84 FEET); 4) SOUTH 02°09'54" WEST 121.33 FEET; THENCE NORTH 87°50'06" WEST 162.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.240 ACRES, MORE OR LESS.