

Rockwall County
Shelli Miller
Rockwall County Clerk
Rockwall, Texas 75087 (972) 204-6300



70 2012 00464020

Instrument Number: 2012-00464020

As

Recorded On: March 13, 2012

Recordings

Parties: CHISHOLM RANCH ESTATES LTD

Billable Pages: 6

To D R HORTON - TEXAS LTD

Number of Pages: 6

Comment: ASSIGNMENT OF RESTRICTION

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Recordings	32.00
Total Recording:	32.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2012-00464020
Receipt Number: 271561
Recorded Date/Time: March 13, 2012 11:32:32A
Book-Vol/Pg: BK-OR VL-6725 PG-205
User / Station: F H - Cashier Station 1

Record and Return To:

DHI TITLE
400 CHISHOLM PLACE
SUITE 100
PLANO TX 75075

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas



Shelli Miller
Shelli Miller
Rockwall County Clerk

**ASSIGNMENT OF DECLARANT RIGHTS
AND AMENDMENT OF DECLARATION**

THIS ASSIGNMENT OF DECLARANT RIGHTS AND AMENDMENT OF DECLARATION (this "Assignment") is made and entered into by and between CHISHOLM RANCH ESTATES, LTD., a Texas limited partnership ("Assignor"), and D.R. HORTON – TEXAS, LTD., a Texas limited partnership ("Assignee").

RECITALS:

A. Assignor is currently the "Declarant" under the terms of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions Chisholm Ranch Estates, recorded on October 28, 2005, in Volume 4269, Page 23, in the Real Property Records of Rockwall County, Texas (as amended and supplemented, the "Declaration"), which affects that certain real property described therein (the "Property").

B. Contemporaneously with the execution and recording of this Assignment, Assignee is acquiring portions of the Property by one or more deeds to be recorded in the real property records of Rockwall County, Texas.

C. Assignor desires to assign to Assignee, and Assignee desires to assume, all of Assignor's right, title and interest, as the Declarant under the Declaration as set forth therein. Section 1.10 of the Declaration authorizes Assignor, as the Declarant, to designate a successor Declarant.

D. Additionally, Assignor and Assignee desire to amend the Declaration as set forth below.

AGREEMENT:

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) cash in hand paid by Assignee, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements herein contained, Assignor and Assignee hereby agree as follows:

1. Defined Terms. All terms used herein and not defined herein shall have the same definition herein as in the Declaration.

2. Assignment. Assignor hereby transfers, assigns and conveys to Assignee, all of the rights, obligations and interests of Assignor, as Declarant, under the Declaration, from and after the date hereof.

3. Assumption. Assignee hereby accepts and assumes all of the rights, obligations and interests of Assignor, as Declarant, under the Declaration, from and after the Effective Date (as defined below).

4. Assignor Indemnity. Assignor covenants and agrees to indemnify, defend, and hold harmless Assignee from and against any and all loss, liability, claims or causes of action (including but not limited to reasonable attorneys' fees and costs), in connection with any claim in favor of or asserted by any third party, arising out of or relating to any actions or omissions of Assignor or its appointees to the offices, board of directors, committees, or other positions under the Declaration prior to the date hereof.

5. Assignee Indemnity. Assignee covenants and agrees to indemnify, defend, and hold harmless Assignor from and against any and all loss, liability, claims or causes of action (including but not limited to reasonable attorneys' fees and costs), in connection with any claim in favor of or asserted by any third party, arising out of or relating to any actions or omissions of Assignee or its appointees to the offices, board of directors, committees, or other positions under the Declaration from and after the date hereof.

6. Notice of Successor Declarant. Assignor and Assignee hereby give notice that from the Effective Date of this Assignment, Assignee is the sole Declarant as defined in Section 1.10 of the Declaration.

7. Notice of Removal and Replacement of Association Directors & Officers. As of the Effective Date, each and every director and officer of Chisholm Ranch Estates Homeowners Association, Inc., appointed by Assignor in its capacity as Declarant, is deemed removed. Assignee, as the successor Declarant, will promptly appoint persons to fill the board and office vacancies created by the removal.

8. Notice of Change of Architectural Committee. As of the Effective Date, each and every member of the Architectural Committee appointed by Assignor in its capacity as Declarant, including the three initial members named in Section 3.1(a) of the Declaration, is deemed removed. Assignee, as the successor Declarant, will promptly fill the Architectural Committee vacancies created by the removal. From and after the Effective Date, Assignee is responsible for enforcement of the Declaration's architectural controls.

9. Enforcement. Assignor hereby authorizes and empowers Assignee to enforce performance of all covenants and conditions contained in the Declaration, and to demand and receive any and all documents covenanted to be given in the Declaration in the same manner and with the same effect as Assignor could have done had this Assignment not been made.

10. Assessments. Assignor and Assignee, as original Declarant and as successor Declarant respectively, hereby amend (a) Section 5.1(a) of the Declaration to provide that for so long as First Security Bank, N.A., a National Bank chartered in Texas ("FSB") owns any of the Lots described in Exhibit A attached hereto and incorporated herein (the "FSB Lots"), no Assessments shall be levied under the Declaration against any Lot owned by FSB and (b) Section 5.6 of the Declaration to provide that FSB is exempt from paying the \$200.00 Assessment upon transfer for such FSB Lots.

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

12. Choice of Law. This Assignment will be governed by, construed, and interpreted in accordance with the substantive laws of the State of Texas.

13. Counterparts. This Assignment may be executed in counterparts, all of which together will constitute one agreement binding on all parties hereto, even though all parties did not sign the same original or counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of March 8, 2012 (the "Effective Date").

ASSIGNOR:

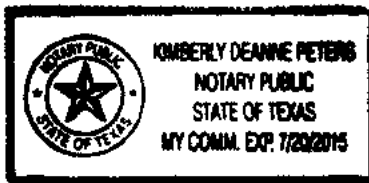
CHISHOLM RANCH ESTATES, LTD.,
a Texas limited partnership

By: N-K Rockwall Ranch, Inc.,
its General Partner

By: R. Edward Noble
Name: R. Edward Noble
Title: President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 8 day of March, 2012 by R. Edward Noble, President of N-K Rockwall Ranch, Inc., general partner of Chisholm Ranch Estates, Ltd., a Texas limited partnership, on behalf of said entities.

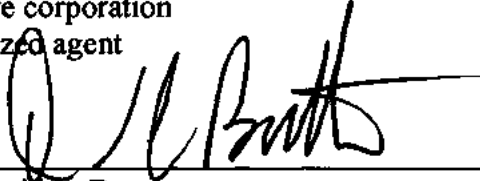


Kimberly Peters
Notary Public in and for the State of Texas

ASSIGNEE:

D.R. HORTON – TEXAS, LTD.,
a Texas limited partnership


By: D.R. Horton, Inc.,
a Delaware corporation
its authorized agent

By: 

David L. Booth
Assistant Vice President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 8 day of March, 2012 by David L. Booth, Assistant Vice President of D.R. Horton, Inc., a Delaware corporation and authorized agent of D.R. Horton – Texas, Ltd., a Texas limited partnership, on behalf of said entities.



Notary Public in and for the State of Texas



EXHIBIT A

Lots 5, 6, 29, 31, 32, 33, 34, 35 and 37, Block A; Lots 9, 10, 11, 12 and 13, Block B; Lots 8, 9 and 10, Block C; Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16 and 17, Block D; and Lots 1, 2, 3, 4, 7, 8, 9, 11 and 12, Block E, of Chisholm Ranch Estates, an Addition to Rockwall County, Texas, according to the map or plat thereof recorded in Cabinet F, Slides 247-250, of the Map Records of Rockwall County, Texas; together with the Certificate of Correction recorded in Volume 4267, Page 301, Deed Records, Rockwall County, Texas.

Inst #: 00464020

Filed for Record in: Rockwall County
On: Mar 13, 2012 at 11:32A