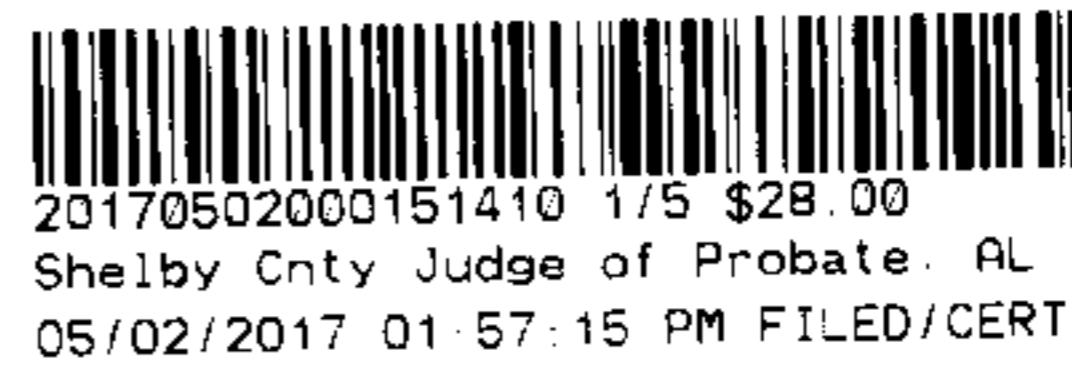


This Instrument Prepared By:  
Jack P. Russell, Esq.  
Hand Arendall LLC  
1801 5<sup>th</sup> Avenue North, Suite 400  
Birmingham, Alabama 35203  
(205) 324-4400



### **ASSIGNMENT OF DECLARANT'S RIGHTS**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Agreement") is made and entered into as of the 27<sup>th</sup> day of April, 2017, by **Lake Martin Investment Group, LLC**, an Alabama limited liability company ("Assignor"), to and for the benefit of **D.R. Horton, Inc. – Birmingham**, an Alabama corporation ("Assignee").

#### **Recitals:**

Waterstone, a Residential Subdivision (the "Subdivision") was platted according to the plat thereof recorded at Map Book 42, Page 24 in the Probate Office of Shelby County, Alabama (the "Recording Office"). Thereafter, the Subdivision was subjected to that certain Declaration of Covenants, Conditions, Restrictions for Waterstone, a Residential Subdivision, dated April 5, 2011 ("Initial Declaration") at Instrument Number 20110405000104630 in the Recording Office; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions for Waterstone, a Residential Subdivision, dated January 13, 2012 and recorded at Instrument Number 20120113000016890 in the Recording Office ("First Amendment"); and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Waterstone, a Residential Subdivision, dated March 3, 2017 and recorded at Instrument Number 20170303000074430 in the Recording Office ("Second Amendment"). The Initial Declaration, First Amendment, and Second Amendment are herein collectively referred to as the "Declaration." Assignor is the Developer under the Declaration pursuant to the Second Amendment.

#### **Agreement:**

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby covenants and agrees for the benefit of Assignee as follows:

1. **Assignment.** Assignor hereby assigns, transfers, conveys and sets over unto Assignee and Assignee's successors and assigns all of Assignor's rights, privileges, title and interest (a) in, to and under the Declaration, including, without limitation, all rights as "Developer" under the Declaration, and (b) as the declarant of the Subdivision and under the Declaration (collectively, the "Declarant's Rights"). From and after the date hereof, Assignee shall be vested with all rights and privileges to act as the "Developer" under the Declaration.


2. Warranty of Title. Assignor represents and warrants to Assignee that Assignor is the lawful owner and holder of the Declarant's Rights, and that Assignor's interest in and to the Declarant's Rights is free from all pledges, security interests, mortgages, liens and encumbrances of any kind or nature whatsoever.

3. Indemnification. Assignor will indemnify and hold Assignee harmless from and against, and shall promptly defend Assignee from and reimburse Assignee for, any and all losses, damages, costs and expenses, (including, without limitation, reasonable attorneys' fees and other legal costs and expenses), which Assignee may at any time suffer or incur, to the extent resulting from acts of Assignor as Declarant under the Declaration occurring on or before the Effective Date.

4. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of Alabama. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof. The "Recitals" set forth hereinabove are true and correct in all respects and form an integral part of this Agreement, the same as if they were set forth in the numbered paragraphs hereof.

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed by and through its duly authorized representative as of the day and year first above written.

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Shelby Cnty Judge of Probate: AL  
05/02/2017 01:57:15 PM FILED/CERT

Lake Martin Investment Group, LLC, an  
Alabama limited liability company

By: Andrew McGreer

Name: Andrew McGreer

As its: Member

By: Eric McKinley

Name: Eric McKinley

As its: Member

STATE OF ALABAMA

COUNTY OF TALLAPOOSA

I, the undersigned notary public in and for said state and county, hereby certify that, Andrew McGreer, whose name as Member of Lake Martin Investment Group, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21<sup>st</sup> day of April, 2017.



April M. Chambers

NOTARY PUBLIC

My Commission Expires: 7/23/19



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Shelby Cnty Judge of Probate. AL  
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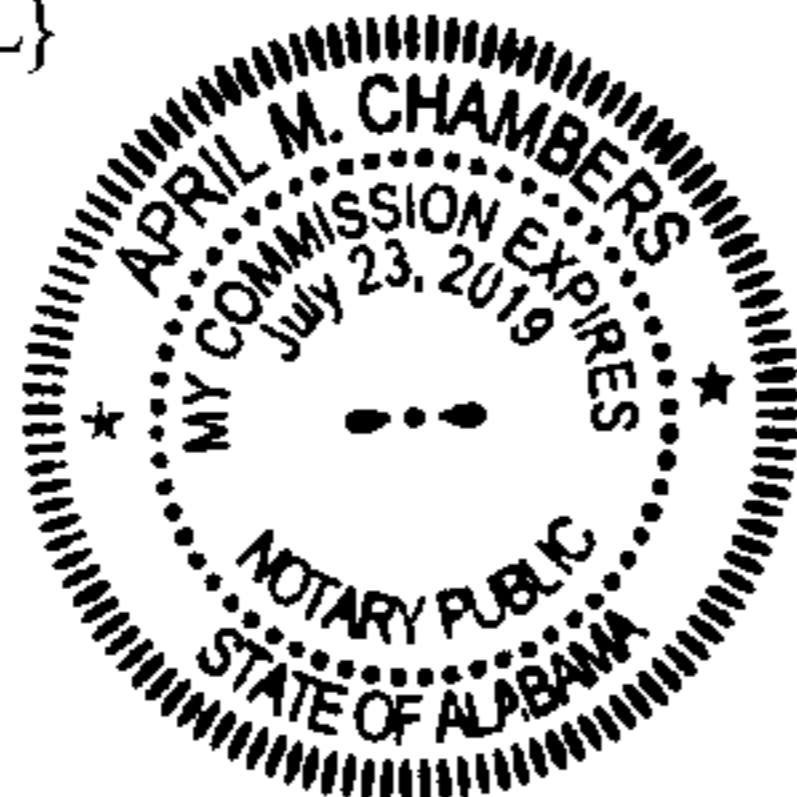
STATE OF ALABAMA

COUNTY OF TALLAPOOSA

I, the undersigned notary public in and for said state and county, hereby certify that, Eric McKinley, whose name as Member of Lake Martin Investment Group, LLC, an Alabama limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 21<sup>st</sup> day of April, 2017.

{SEAL}



April M. Chambers


NOTARY PUBLIC

My Commission Expires: 7/23/19

Internal Revenue Code  
Section 1445(b)(2)  
Nonforeign Affidavit  
(FIRPTA)

April 27, 2017

For purposes of Section 1445(b)(2) of the Internal Revenue Code, as amended, the undersigned, as the Members of Lake Martin Investment Group, LLC, an Alabama limited liability company ("Transferor"), hereby certifies, under penalty of perjury, to D.R. Horton, Inc. – Birmingham, an Alabama corporation, that (i) Transferor's United States taxpayer identification number is 47-2220278; (ii) Transferor's address is 1888 Point Windy Drive, Jacksons Gap, AL 36861; and (iii) Transferor is not a "foreign person", within the meaning of said Section 1445(b)(2), as amended. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service, and that any false statement made herein could be punished by fine, imprisonment or both.

  
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Shelby Cnty Judge of Probate AL  
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Lake Martin Investment Group, LLC, an  
Alabama limited liability company

By: Andrew McGreer

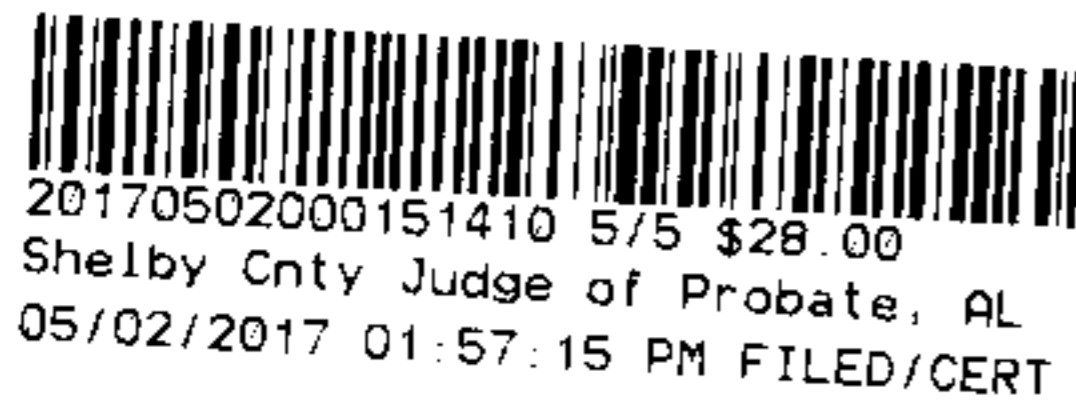
Andrew McGreer

As Its Member

By: Eric McKinely

Eric McKinely

As Its Member



STATE OF ALABAMA

COUNTY OF Tallapoosa

I, the undersigned notary public in and for said state and county, hereby certify that, Andrew McGreer, whose name as the Member of Lake Martin Investment Group, LLC, an Alabama limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 27<sup>th</sup> day of April, 2017.



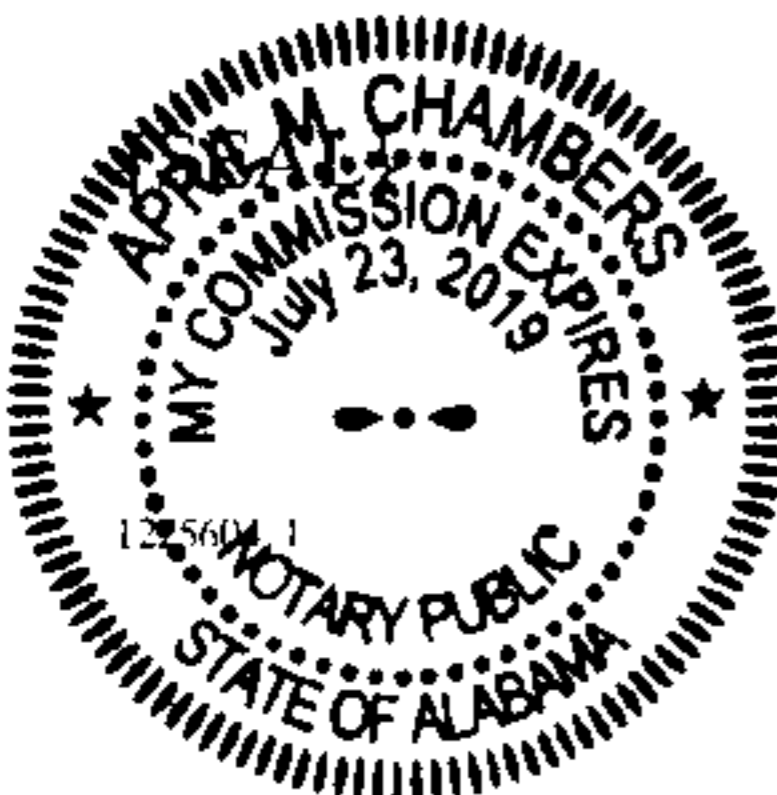
April M. Chambers  
NOTARY PUBLIC  
My Commission Expires: 7/23/19

STATE OF ALABAMA

COUNTY OF Tallapoosa

I, the undersigned notary public in and for said state and county, hereby certify that, Eric McKinely, whose name as the Member of Lake Martin Investment Group, LLC, an Alabama limited liability company is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 27<sup>th</sup> day of April, 2017.



April M. Chambers  
NOTARY PUBLIC  
My Commission Expires: 7/23/19