

**ASSIGNMENT OF DECLARANT RIGHTS AND
DECLARATION OF CONTROL TRANSFER DATE**

STATE OF TEXAS

§
§

COUNTY OF COLLIN

§

THIS ASSIGNMENT OF DECLARANT RIGHTS AND DECLARATION OF CONTROL TRANSFER DATE (this “**Assignment**”) is made on the date hereinafter set forth by LGI HOMES - TEXAS, LLC, a Texas limited liability company (the “**Assignor**”), to SOUTH PARK MEADOWS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (“**Association**”).

WHEREAS, South Park Meadows (the “**Subdivision**”) is a subdivision located in Collin County, Texas which is overseen by the Association, and governed by that certain Declaration of Covenants, Conditions and Restrictions for South Park Meadows on December 9, 2020 as Document No. 20201209002213410 of the Official Public Records of Real Property of Collin County, Texas (as further amended, restated, or supplemented, “**Declaration**”); and

WHEREAS, Assignor is the current Declarant of the Subdivision under the Declaration and all corporate documents of the Association and desires to assign its rights and duties as Declarant to Association, and Association desires to assume such rights and duties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby declares that the Control Transfer Date has occurred effective on the date hereof. Further, Assignor hereby assigns to the Association, and the Association hereby assumes, all of Assignor’s rights and duties as Declarant under the Declaration, the corporate documents of the Association, and in relation to the Subdivision. The Association does hereby release, indemnify, and hold harmless each former and current director of the Association and LGI Homes - Texas, LLC, a Texas limited liability company, along with all of its predecessors, successors, parents, assigns, agents, directors, officers, employees, attorneys, and shareholders (each, an “**Indemnitee**”), from and against any and all actions, causes of action, claims, suits, debts, damages, penalties, judgments, liabilities, demands, and expenses (including legal and accounting fees) which may now exist or which may accrue in the future, arising from or relating in any way to the development of the subdivision, any prior board decision or inaction, or to the Association, EVEN IF DUE TO THE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS OF ANY INDEMNITEE.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED TO BE EFFECTIVE for all purposes as of the 19 day of MARCH, 2024.

ASSIGNOR:

LGI HOMES - TEXAS, LLC,
a Texas limited liability company

By: [Signature]
Name: Elaine Torres
Title: Officer

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority on this 19 day of MARCH, 2024, personally appeared ELAINE TORRES, the OFFICER of LGI Homes – Texas, LLC, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

[Signature]
Notary Public, in and for the State of Texas

