

When Recorded, Return to:

Lexington Homes-DRH, LLC
9503 E. Montgomery Ste. B
Spokane Valley, WA 99206
Attn. Pam Trull

TTC-courtesy

ASSIGNMENT OF DECLARANT RIGHTS

Grantor	<u>Hancock Development, LLC., a Washington corporation</u>
Grantee	<u>LEXINGTON HOMES-DRH, LLC, a Delaware limited liability company</u>
Abbrev. Legal Description:	All of Windsor Estates Two, as shown on that Plat Recorded under Spokane County recording Number 6292751, Spokane County, Washington AND Lots 1-21, Block 1; Lots 1-6, Block 2; Lots 1-7, Block 3; Lots 1-3, Block 4; and Lots 1-3, Block 5, Windsor Estates Phase 3, Spokane County, Washington
<input checked="" type="checkbox"/> Complete legal on EXHIBIT B	
Assessor's Tax Parcel ID Nos.:	37291.2201 through 37291.2211; 37291.2301 through 37291.2306; 37291.2402 through 37291.2405; 37291.2501 through 37291.2522; 37291.2601 through 37291.2606; 37291.2701 through 37291.2707; <u>37291.2801-2803; 37291.2901-2903</u>
Reference Nos. of Documents:	<u>Declaration Establishing Covenants: 6372119, and 6517220</u>

This Assignment of Declarant's Rights ("Assignment") is made effective on October 1, 2018 ("Effective Date") by and between Hancock Development, LLC, a Washington limited liability company ("Assignor"), and LEXINGTON HOMES-DRH, LLC, a Delaware limited liability company dba D.R. Horton ("Assignee"), with reference to the following facts and intentions:

RECITALS

A. Concurrently with this Assignment, Assignor is selling and conveying to Assignee those certain lots legally described on Exhibit A attached hereto ("Lots"), which are situated within the development commonly known as Windsor Heights in Spokane, Washington.

B. C. Assignor is the Declarant under that certain Declaration Establishing Covenants, Conditions, and Restriction for Windsor Estates Phase 2, recorded on February 9, 2015, under Spokane County Recording Number 6372119, as amended and supplemented ("Declaration"), which Declaration is recorded against the Property more particularly described on Exhibit B ("Property"), attached hereto and incorporated herein.

C. Assignor desires to assign and transfer to Assignee, effective on the date hereof and all rights Assignor may have as the Declarant under the Declaration, subject to the terms and conditions of this Assignment. Capitalized terms used but not defined herein shall have the meanings given to them under the Declaration.

ASSIGNMENT

NOW THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption of Declarant's Rights. Assignor hereby assigns and transfers to Assignee, and Assignee accepts and assumes from Assignor, all of the rights of Declarant under the Declaration; provided, however that Assignee has not assumed, and is not assuming and shall have no liability or obligation by virtue of this Assignment for, any claims, demands, losses, damages, expenses and costs arising out of or in connection with or accruing under the Declaration or Assignor's operation of the Association pursuant to the Declaration with respect to the period prior to the date of this Assignment, and Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all such costs, claims, losses or otherwise due to or related to any such obligations or liabilities arising before the date of this Assignment. Upon the Effective Date, Assignee shall be the successor in interest to Declarant.

2. Assignor Representations. Assignor hereby represents to Assignee that: (a) Assignor has provided to Assignee full copies of the Declaration and all amendments thereto or modifications thereof, (b) Assignor has provided to Assignee all books, records, notices, agreements, contracts, and other material information concerning its actions as Declarant and its operations of the Association, (c) as of the Effective Date, Assignor is/was the sole owner of the rights of Declarant under the Declaration, and Assignor has not previously assigned, transferred or encumbered any of such Declarant rights, (d) Assignor has acted as Declarant in full compliance with the Declaration and all applicable laws, rules or regulations, (e) Assignor has operated the Association pursuant to the Declaration in full compliance with all laws, rules, and regulations and is not aware of any operational or financial shortfalls or deficiencies in the current budget or otherwise; (f) as of the Effective Date, Assignor has the right to purchase or owns at least one Building Lot within the Property and as such the Property remains in the Initial Development Period; (g) Assignor has not assigned any of its rights as Declarant to any person prior to the date hereof, and has full authority to assign to Assignee all rights of the Declarant under the Declaration.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.

4. Washington Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Washington. Venue shall lie in Spokane County, Washington.

[SIGNATURES ON FOLLOWING PAGE]

Unofficial Document

EXHIBIT A
WINDSOR ESTATES PHASE 3

Lots 1-2, Block 1, Lots 1-6, Block 2, Lots 1-4, Block 3, Lots 1-3, Block 4, Lots 1-18, Block 5, Lots 1-19, Block 6, and Lot 1, Block 7, WINDSOR ESTATES EAST, as per plat recorded in Volume 40 of Plats, pages 57 and 58, records of Spokane County;

Situate in the County of Spokane, State of Washington.

Unofficial Document

EXHIBIT B

Lots 1 through 11, Block 1; Lots 1 through 6, Block 2; Tracts A, B, and C; and Hamilton Lane, a private road; all in Windsor Estates Phase II, according to plat thereof recorded in Volume 37 of Plats, Pages 48 and 49, records of Spokane County, Washington;

Situate in the County of Spokane, State of Washington.

Lots 1 through 22 in Block 1, Lots 1 through 6 in Block 2, Lots 1 through 7 in Block 3, Lots 1 through 3 in Block 4, Lots 1 through 3 in Block 5, Windsor Estates Phase 3, according to the plat thereof recorded in Volume 38 of Plats, Pages 31 and 32, records of Spokane County, Washington.

Situate in the County of Spokane, State of Washington.