

This Instrument Prepared by and upon Recording Return to:

Sandra E. Krumbein, Esq.
Shutts & Bowen LLP
201 East Las Olas Blvd., Suite 2200
Fort Lauderdale, Florida 33301

121-260100492
Recording Office:

Cross-reference to Declaration recorded in Official Records Book
21380, Page 1995, in the Public Records of Duval County, Florida, as
amended.

SPACE ABOVE THIS LINE FOR PROCESSING DATA

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ASSIGNMENT OF DECLARANT RIGHTS

This ASSIGNMENT OF DECLARANT RIGHTS (this “**Assignment**”) is executed as of this th30 day of June, 2026 (“**Effective Date**”), by and between FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation (“**Assignor**”), and D.R. HORTON, INC. - JACKSONVILLE, a Delaware corporation (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the “Declarant” under the Declaration of Covenants, Conditions, Restrictions and Easements for Trout River, recorded in Official Records Book 21380, Page 1995, of the Public Records of Duval County (“**County**”), Florida, and all exhibits thereto, all as amended and supplemented from time-to-time (collectively, the “**Declaration**”); and

WHEREAS, the Declaration encumbers that certain property as more fully described in the Declaration (“**Property**” or “**Trout River**”); and

WHEREAS, Assignor developed and constructed the subdivision infrastructure and other improvements constituting Trout River and has been conveying “Lots” (as such term is defined in the Declaration) to homebuilders, including Assignee, for the purposes of constructing homes thereon for sale to end-users; and

WHEREAS, as aforementioned, Assignee acquired title to certain Lots within Trout River for the purposes of constructing homes thereon for sale to end-users; and

WHEREAS, Assignor desires to assign to Assignee, all of Assignor’s rights, title, interests, privileges and obligations (except as specifically excluded below) in and to the Declaration and under the Articles of Incorporation and Bylaws of Trout River Villas Owners Association, Inc. (“**Association**”) and any and all other documents of the Association (collectively, the aforementioned shall be the “**Assigned Rights**” hereunder), from and after the Effective Date, and subject to the terms and conditions hereof; and

WHEREAS, Assignee is desirous of accepting such assignment of the Assigned Rights, from and after the Effective Date, upon the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. The foregoing recitations are true and correct and are incorporated herein by this reference. All capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Assignor does hereby assign and transfer to Assignee, on an exclusive basis, the Assigned Rights, effective as of the Effective Date. Assignee does hereby accept the assignment of the Assigned Rights, effective as of the Effective Date.

3. Notwithstanding anything to the contrary herein contained, and in addition to the other limitations set forth in this Assignment, this Assignment shall specifically not be construed to include an assumption of Assignor's liabilities, obligations, and responsibilities related to the construction, development, sale or operation of the Property or the Association that arise therefrom or in connection therewith prior to the Effective Date, including, without limitation: (a) any assignment (or assumption) of any obligations or liabilities of the "Declarant" that accrued prior to or as of the Effective Date; (b) any statement, representation, warranty, act or omission of Assignor or any monetary amount owing by Assignor to the Association or any other person or entity; or, (c) with respect to any obligations or liabilities related to any infrastructure or other improvements constructed by Assignor for Trout River ("**Non-assumed Obligations**"). From and after the Effective Date, except for the Non-assumed Obligations, Assignee shall become the "Declarant" under the Declaration and agrees to assume all rights, protections and obligations relating to the Declarant under the Declaration, from and after the Effective Date.

4. Assignor hereby indemnifies, defends and holds Assignee free and harmless of, from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees, court costs and expenses of litigation, arising under or on account of Assignor's acts as "Declarant" prior the Effective Date and to the extent not caused in connection with or arising out of the negligent or willful acts of Assignee or Assignee's employees, contractors, officers or agents. Assignee hereby indemnifies, defends and holds Assignor free and harmless of, from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees, court costs and expenses of litigation, arising under or on account of Assignee's acts as "Declarant" after the Effective Date and to the extent not caused in connection with or arising out of the negligent or willful acts of Assignor or Assignor's employees, contractors, officers or agents.

5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and will be construed in accordance with, and governed by, the laws of the State of Florida. In the event legal action shall become necessary, venue shall be in the County.

6. In the event any provision of this Assignment is unenforceable, this remainder of this Assignment shall be enforced as written.

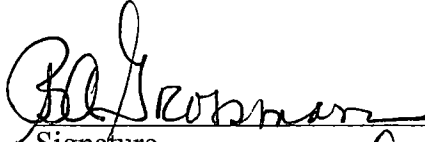
7. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Assignment.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

WITNESSES:

ASSIGNOR:


Signature
Print Name: BETH A. GROSSMAN
Address: 14785 Old St. Augustine Rd,
Suite 300, Jacksonville, FL 32258

FORESTAR (USA) REAL ESTATE GROUP INC.,
a Delaware corporation

By: 
Print Name: Heather L. Allen
Its: Vice President


Signature
Print Name: Mikel Denton
Address: 14785 Old St. Augustine Rd,
Suite 300, Jacksonville, FL 32258

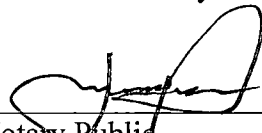
STATE OF FLORIDA)
) SS:
COUNTY OF Duval)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Heather Allen, as Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation, freely and voluntarily under authority duly vested in him/her by said company. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of June, 2026.



JARED PRICE
Notary Public
State of Florida
Comm# HH514401
Expires 4/10/2028


Notary Public

Jared Price
Typed, printed or stamped name of Notary Public

My Commission Expires: 4/10/28

WITNESSES:

Deborah McClure
Signature
Print Name: Deborah McClure
Address: 4220 Race Track Road
St. Johns, FL 32259

Jennifer Gose
Signature
Print Name: Jennifer Gose
Address: 4220 Race Track Road
St. Johns, FL 32259

ASSIGNEE:

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

By: [Signature]
Print Name: Crain T. Rogers
Its: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF ST. JOHNS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Crain T. Rogers, as Vice President of D.R. HORTON, INC. - JACKSONVILLE, a Delaware corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 23 day of June, 2026.



DEBORAH E. MCCLURE
Commission # HH 502505
Expires July 10, 2028

Deborah E. McClure
Notary Public

Deborah E. McClure
Typed, printed or stamped name of Notary Public

My Commission Expires: 7/10/28