

**After Recording Return To:**

Fumammy Holdings LP  
 Attn: Scott Schambacher  
 5857 Park Circle  
 Keller, TX 76244

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**ASSIGNMENT OF RIGHTS**

STATE OF TEXAS                   §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF PARKER           §

This ASSIGNMENT OF RIGHTS (this "**Assignment**") is entered into as of February 29, 2024 (the "**Effective Date**"), by ADG Capital Holdings, Ltd., a Texas limited partnership ("**Assignor**") and Fumammy Holdings LP, a Texas limited partnership ("**Assignee**").

**RECITALS:**

WHEREAS, Assignor and Assignee (as Declarant and/or Developer) executed that certain Declaration of Restrictions, Covenants and Conditions of Gatlin Ranch, recorded on November 22, 2022 as Document No. 202241170 in the Official Public Records of Parker County, Texas (as thereafter amended and/or supplemented, the "**Declaration**").

WHEREAS, Assignor is the current owner of Lot X1, Block A, Gatlin Ranch Addition, a subdivision in Parker County, Texas, according to the map or plat thereof, recorded in Cabinet F, Slide 80, Official Public Records, Parker County, Texas ("**Lot X1**").

WHEREAS, Assignee is the current owner of Lots 1, 5, 6, 8, 9, 12, 21, 22, 27, 30, 31, 34, 35, 38, 40, 41 and 42, Block A, Gatlin Ranch Addition, a subdivision in Parker County, Texas, according to the map or plat thereof, recorded in Cabinet F, Slide 80, Official Public Records, Parker County, Texas.

WHEREAS, pursuant to **Article X, Section 8** of the Declaration, Assignor has the right to assign any and all rights, powers, reservations, easements and privileges reserved by or to Developer in the Declaration.

WHEREAS, Assignee intends to record in the official public records of Parker County, Texas that certain First Amended and Restated Declaration of Restrictions, Covenant and Conditions of Gatlin Ranch (the "**First Amendment**") dated of even date herewith and Assignor, as the owner of Lot X1, consents thereto.

WHEREAS, Assignor desires to transfer and assign, and Assignee desires to accept transfer and assignment of and assume all of Assignor's rights, covenants and obligations as

Declarant and/or Developer under the Declaration pursuant to the terms and provisions of this Assignment.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignor and Assignee hereby agree as follows:

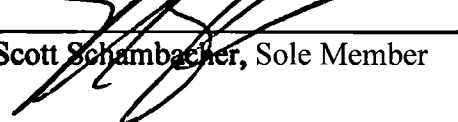
1. **Defined Terms.** All capitalized terms used in this Assignment, unless expressly defined herein, shall have the meanings ascribed to such terms in the Declaration.
2. **Assignment of Rights.** Subject to the terms and conditions of this Assignment, Assignor does hereby grant, sell, set over, transfer and assign to Assignee, its successors and assigns all of Assignor's rights, title, interests, powers, privileges, benefits and obligations as Declarant and/or Developer under the Declaration. Assignee, by its acceptance of this assignment, hereby assumes and agrees to keep, perform and fulfill each and all of the obligations assigned herein.
3. **Consent.** Assignor, as the owner of Lot X1, hereby consents to the terms and provisions set forth in and the recordation of the First Amendment.
4. **Survival of Provisions.** The obligations of Assignor and Assignee under this Assignment shall survive any assignment and re-assignment contemplated hereunder. This Assignment is binding upon and shall inure to the benefit of Assignor, Assignee and their respective successors and/or assigns.
5. **Captions.** The captions of sections in this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.
6. **Counterparts.** This Assignment may be executed in multiple counterparts, which together shall constitute one and the same Assignment.
7. **Entire Agreement.** This Assignment shall not be modified, except in writing executed by both parties hereto. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Texas. This Assignment constitutes the entire agreement of the parties hereto and there are no oral or written agreements between the parties, nor any representations made by either party relating to this Assignment, which are not expressly set forth herein.

[Remainder of Page Intentionally Left Blank]

**ASSIGNOR:**

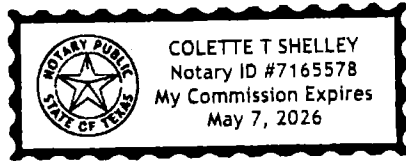
ADG Capital Holdings, Ltd.,  
a Texas limited partnership,

BY: SLOWPAY, LLC,  
a Texas ~~limited liability company~~, its general partner

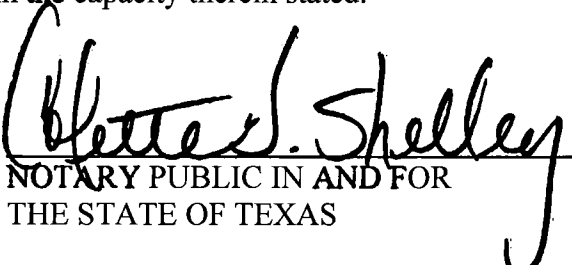
By:   
Scott Schambacher, Sole Member

THE STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 28<sup>th</sup> day of February, 2024, by Scott Schambacher, the Sole Member of Slowpay, LLC, a Texas limited liability company, the general partner of ADG Capital Holdings, Ltd., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he has executed the same for the purposes and consideration therein expressed and in ~~the~~ capacity therein stated.



SEAL

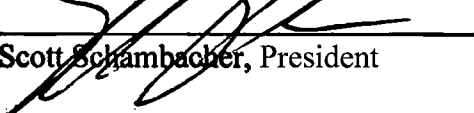
  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

**ASSIGNEE:**

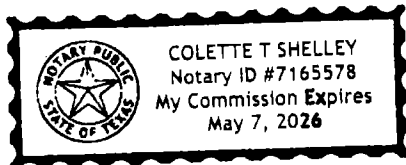
FUMAMMY HOLDINGS LP,  
a Texas limited partnership,

BY: SANDSTROM DEVELOPMENT SERVICES,  
LLC,  
a Texas **limited liability company**, its general  
**partner**

By:   
\_\_\_\_\_  
Scott Schambacher, President

THE STATE OF TEXAS §  
  §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 28<sup>th</sup> day of February, 2024,  
by Scott Schambacher, the President of Sandstrom Development Services, LLC, a Texas  
limited liability company, the general partner of Fumammy Holdings LP, a Texas limited  
partnership, known to me to be the person whose name is subscribed to the foregoing  
instrument and acknowledged to me that he has executed the same for the purposes and  
consideration therein expressed and in the capacity therein stated.



SEAL

  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

# FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Lila Deakle*

202405514  
03/05/2024 11:04:06 AM  
Fee: \$42.00  
Lila Deakle, County Clerk  
Parker County, Texas  
ASSIGNMENT