



**AFTER RECORDING RETURN TO:**

Robert D. Burton, Esq.  
Winstead, PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701  
Email: [rburton@winstead.com](mailto:rburton@winstead.com)



**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS**

**DECLARATION OF CONDOMINIUM REGIME  
FOR BLUFFS AT BALCONES**

*Travis County, Texas*

Cross reference to that certain Declaration of Condominium Regime for Bluffs at Balcones recorded as Document No. 2008171271, Official Public Records of Travis County, Texas, as amended.

**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS**  
**BLUFFS AT BALCONES**

This Partial Assignment of Declarant's Rights (the "Assignment") is made by SDI 2008-BLUFFS, LTD., a Texas limited partnership ("Assignor"), and SDI RESIDENTIAL, LLC, a Texas limited liability company ("Assignee"), and is as follows:

**RECITALS**

A. Bluffs at Balcones (the "Regime") is a condominium regime located in Travis County, Texas established pursuant to that certain Declaration of Condominium Regime for Bluffs at Balcones recorded as Document No. 2008171271, Official Public Records of Travis County, Texas, as the same may be amended from time to time (the "Declaration").

B. The Declaration provides that any assignment(s) of the rights of Assignor, as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Travis County, Texas.

C. Section 82.104(a) of the Texas Uniform Condominium Act (the "Act") provides that special declarant rights created or reserved may not be transferred except by an instrument evidencing the transfer recorded in each county in which any portion of the condominium is located. Section 82.104(a) of the Act further provides that the instrument is not effective unless executed by the transferee. The condominium regime is located entirely in Travis County, Texas.

D. Assignor desires to partially transfer and assign, and Assignee desires to accept such partial transfer and assignment, certain designated rights as Declarant under the Declaration pursuant to the terms and provisions of this Assignment, including, without limitation, those below-enumerated special declarant rights and development rights, as those terms are defined in the Act.

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

1. **Partial Assignment of Declarant 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, those of Assignor's right, title, interest, powers, privileges, benefits and obligations as Declarant under the Declaration which are set forth below, **BUT ONLY** with respect to those Units more particularly described on Attachment 1, attached hereto and incorporated herein by reference (collectively, the "Assignment Property"):

- (a) the right to complete Improvements upon the Assignment Property;
- (b) the right to reconfigure the Units included in the Assignment Property;
- (c) the right to place or install signs, banners, and flags on the Property for the purpose of promoting, identifying, and marketing units established or to be established within Regime;
- (d) the right to sponsor marketing events – such as open houses, MLS tours, and brokers parties – within the Regime to promote the sale of units established or to be established under the Declaration;

- (e) the exemption from the payment of transfer-related and resale certificate fees pertaining to the Assignment Property;
- (f) an easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto to evaluate the maintenance and condition of the Common Element Improvements;
- (g) the right to have all Claims (as defined in the Declaration) resolved by binding arbitration in accordance with the provisions set forth in the Declaration;
- (h) the right to use easements through the Common Elements for the purpose of making improvements within the Assigned Property; and
- (i) all rights as Architectural Reviewer under the Declaration with respect to Improvements which may be constructed upon the Assignment Property.

Assignor hereby retains and reserves from this Assignment all rights and obligations of Declarant under the Declaration not explicitly assigned to Assignee herein and hereby agrees to indemnify and hold Assignee harmless from and against all Assignor's exercise of its rights as Declarant prior to the date of this Assignment.. Assignee, by its acceptance of this assignment, hereby assumes and agrees to keep, perform and fulfill each and all of the obligations assigned herein, and hereby agrees to indemnify and hold Assignor harmless from and against all such obligations from and after the date of this Assignment.

2. **Survival of Provisions.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

3. **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.

4. **Defined Terms.** All defined terms delineated with initial capital letters in this Assignment that are not defined herein shall have the meaning ascribed to them in the Declaration. Other terms have the meanings commonly ascribed to them.

*[SIGNATURE PAGE FOLLOWS]*





**ATTACHMENT 1**

Units Nos. 1, 2, and 3, Building A, Unit Nos. 15 and 16, Building F, and Units Nos. 17, 18, and 19, Building G, in Bluffs at Balcones, a condominium project more fully described in the Declaration of Condominium Regime for Bluffs at Balcones recorded as Document No. 2008171271, Official Public Records of Travis County, Texas, as the same may be amended from time to time.



**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 27 2012 03:35 PM

FEE: \$ 40.00 2012219213