



**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 SPICEWOOD CONDOMINIUMS**

*Travis County, Texas*

**Cross reference to that certain Declaration of Condominium Regime for Spicewood Condominiums  
recorded as Document No. 2014133230, Official Public Records of Travis County, Texas, as amended.**

**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS**  
**SPICEWOOD CONDOMINIUMS**

This Partial Assignment of Declarant's Rights (the "Assignment") is made by **SPICEWOOD SPRINGS, LP**, a Texas limited partnership ("Assignor"), and **PSW REAL ESTATE, LLC**, a Texas limited liability company ("Assignee"), and is as follows:

**RECITALS**

A. Spicewood Condominiums (the "Regime") is a condominium regime located in Travis County, Texas, established pursuant to that certain Declaration of Condominium Regime for Spicewood Condominiums recorded as Document No. 2014133230, 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 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 the Regime;
- (b) 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;
- (c) the exemption from the payment of transfer-related fees pertaining to the

Assignment Property;

- (d) the exemption from compliance with the requirements set forth in Section 82.157 of the Act for resale certificates pertaining to the Assignment Property;
- (e) 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; and
- (f) the right to use easements through the Common Elements (as defined in the Declaration) for the purpose of making improvements within 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]*

Executed to be effective on the date this instrument is recorded in the Official Public Records of Travis County, Texas.

**ASSIGNOR:**

**SPICEWOOD SPRINGS, LP**, a Texas limited partnership

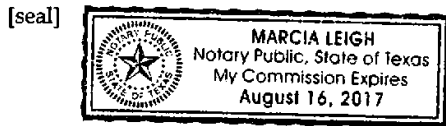
By: *MS*  
Name: Anthony Siela  
Title: Managing Member

Date: 10-28-14

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

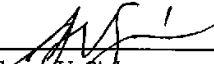
This instrument was acknowledged before me on the 28<sup>th</sup> day of October, 2014, by Anthony Siela Managing Member of Spicewood Springs, LP, a Texas limited partnership, on behalf of said limited partnership.

*Marcia Leigh*  
Notary Public Signature



**ASSIGNEE:**

PSW REAL ESTATE, LLC, a Texas limited liability company

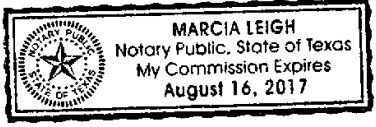
By:   
Name: Anthony V. Siela  
Title: Managing Member

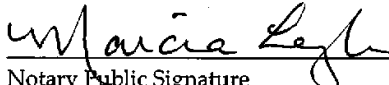
Date: 10.28.14

THE STATE OF TEXAS           §  
  §  
COUNTY OF Travis           §

This instrument was acknowledged before me on the 28<sup>th</sup> day of October 2014, by Anthony V. Siela, Managing Member of PSW Real Estate, LLC, a Texas limited liability company, on behalf of said limited liability company.

[seal]



  
Notary Public Signature

**ATTACHMENT 1**

Any Unit owned or acquired by Assignee located in the Spicewood Condominiums, a condominium project more fully described in the Declaration of Condominium Regime for Spicewood Condominiums recorded as Document No. 2014133230, Official Public Records of Travis County, Texas, as the same may be amended from time to time.

11-GF# 201402652 LA  
RETURN TO: HERITAGE TITLE  
2630 EXPOSITION BLVD. #105  
AUSTIN, TEXAS 78703

AUSTIN\_1/752529v.2  
52949-18 08/12/2014



FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Dana Debeauvoir*

DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

October 30 2014 01:51 PM

FEE: \$ 48.00 2014163587