



AFTER RECORDING RETURN TO:

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ASSIGNMENT OF DECLARANT'S RIGHTS

CIMA HILLS

Travis County, Texas

Cross reference to that certain Declarant of Covenants, Conditions and Restrictions for Cima Hills recorded as Document No. 2014161483, Official Public Records of Travis County, Texas, as amended.

ASSIGNMENT OF DECLARANT'S RIGHTS
[INSERT COMMUNITY NAME]

This Assignment of Declarant's Rights (this "Assignment") is made by **16 Cima Serena, LP**, a Texas Limited Partnership ("**Assignor**"), and **PSW REAL ESTATE, LLC**, a Texas limited liability company ("**Assignee**"), and is as follows:

RECITALS

A. Assignor is the current "Declarant" under that certain Declarant of Covenants, Conditions and Restrictions for Cima Hills recorded as Document No. 2014161483, 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 [Insert] County, Texas.

C. Assignor desires to transfer and assign to Assignee, and Assignee desires to accept, all of Assignor's right, title, interest, powers, privileges, benefits, and obligations as Declarant under the Declaration.

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

1. **Transfer and Assignment of Declarant's Rights.** Assignor does hereby grant, sell, set over, transfer and assign to Assignee, its successors and assigns, all of Assignor's right, title, interest, powers, privileges, benefits, and obligations as Declarant under the Declaration.

2. **Assignee's Acceptance of Assignment.** Assignee accepts the assignment of all of Assignor's right, title, interest, powers, privileges, benefits, and obligations as Declarant under the Declaration. Assignee shall hereinafter have all rights to act and exercise all rights, powers, privileges, benefits, and obligations as the Declarant 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, and hereby agrees to indemnify and hold Assignor harmless from and against all such obligations from and after the date of this Assignment.

3. **Arbitration.** Assignor reserves the non-exclusive right to have all Claims (as defined in the Declaration) resolved by binding arbitration in accordance with the provisions set forth in the Declaration.

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 shall have the meanings commonly ascribed to them.

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

6. **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.

7. **Execution.** To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties be contained in any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution and recordation of this instrument, the signature and acknowledgement pages taken from separate individually executed counterparts of this instrument may be combined and/or collated to form multiple fully executed counterparts. All executed counterparts of this instrument shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same instrument.

[SIGNATURE PAGES FOLLOW]

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

ASSIGNOR:

16 Cima Serena, LP, a Texas Limited Partnership

By: James M. Bernard

Printed Name: James M. Bernard

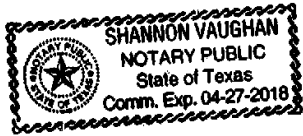
Title: Manager

Date: 6/12/15

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12 day of June, 2015, by James M. Bernard, Manager of 16 Cima Serena, LP, a Texas Limited Partnership on behalf of said Limited Partnership

[seal]



Shannon Vaughan
Notary Public Signature

ASSIGNEE:

PSW Real Estate, LLC, a Texas limited liability company

By: James M. Bernard

Printed Name: James H. Bernard

Title: Manager

Date: 6/12/15

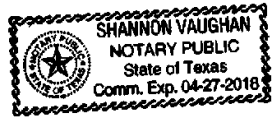
THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on the 15 day of June, 2015, by James M. Bernard, Manager of PSW Real Estate, LLC, a Texas limited liability company, on behalf of said limited liability company.

[seal]

[Signature]
Notary Public Signature



11-GF# 201501702-SV
RETURN TO: HERITAGE TITLE
2630 EXPOSITION BLVD. #105
AUSTIN, TEXAS 78703



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

[Signature]
DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS
June 15 2015 10:31 AM

FEE: \$ 42.00 2015092850