

AFTER RECORDING RETURN TO:
KRISTI E. STOTTS, ESQ.
WINSTEAD PC
600 W. 5TH STREET, SUITE 900
AUSTIN, TEXAS 78701
EMAIL: KSTOTTS@WINSTEAD.COM



FLINT RIDGE
**PARTIAL ASSIGNMENT OF
DECLARANT'S RIGHTS**

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Flint Ridge Estates Subdivision, recorded under Document No. 2021080911 in the Official Public Records of Bell County, Texas, as may be amended from time to time.

FLINT RIDGE

PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS

This Partial Assignment of Declarant's Rights (the "**Assignment**") is made by **TURLEY WEST INC.**, a Texas corporation ("**Assignor**"), and **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership ("**Assignee**"), to be effective as of the 30th day of October, 2024 (the "**Effective Date**"), and is as follows:

RECITALS

A. Assignor is the current "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Flint Ridge Estates Subdivision, recorded under Document No. 2021080911 in the Official Public Records of Bell County, Texas, as may be amended from time to time (the "**Declaration**").

B. Section 7.21 of the Declaration provides that Declarant may assign, in whole or in part, its rights as Declarant by executing a document assigning such rights.

C. Upon and subject to the terms and conditions set forth in this Assignment, Assignor desires to partially transfer and assign certain of its rights as Declarant under the Declaration to Assignee.

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's Rights.** Upon and subject to the terms and conditions herein stated, Assignor does hereby grant, sell, set over, transfer, and assign to Assignee, its successors and assigns, all of the following rights, powers, privileges, and benefits as Declarant pursuant to the Declaration **BUT ONLY** with respect to that property more particularly described on Attachment 1, attached hereto and incorporated herein by reference (collectively, the "**Assignee Property**").

This is a partial assignment, and Assignor hereby retains and reserves from this Assignment all rights, titles, interests, powers, privileges, and benefits as Declarant under the Declaration, other than the rights, titles, interests, powers, privileges, and benefits expressly assigned to Assignee hereunder.

For the avoidance of doubt, Assignee shall hold all Votes attributable to Declarant pursuant to the Declaration for the Assignee Property only.

2. **Assignee's Acceptance of Assignment.** Assignee accepts the assignment of Assignor's right, title, interest, powers, privileges, benefits, and obligations as Declarant as more fully set forth in *Section 1* above, and expressly assumes and agrees to keep, perform, and fulfill such obligations of Assignor under the terms and provisions of the Declaration from and after the Effective Date of this Assignment.

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

4. **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.

5. **No Other Changes.** Except as specifically set forth in this Assignment, the terms and provisions of the Declaration shall remain unmodified, and the Declaration is hereby confirmed as being in full force and effect as amended herein.

6. **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.

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]

By: Victor D. Turley
Printed Name: Victor D. Turley
Title: President

THE STATE OF TEXAS

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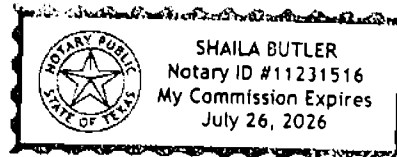
COUNTY OF Bell

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This instrument was acknowledged before me this 20th day of October, 2024, by Victor D. Turley, the President of TURLEY WEST INC., a Texas corporation, on behalf of said corporation.

(SEAL)

Shirley Butler
Notary Public Signature



ASSIGNEE:

LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD., a Texas limited partnership

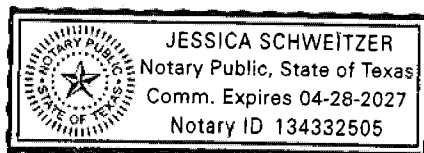
By: U.S. Home LLC, a Delaware limited
liability company (as successor-in-interest
by conversion from U.S. Home Corporation,
a Delaware corporation), its General Partner

By: Ken Blaker
Name: Ken Blaker
Title: Authorized Agent
Execution Date: October 24, 2024

STATE OF Texas §
COUNTY OF Williamson §

This instrument was acknowledged before me this 24 day of October, 2024
by Ken Blaker Authorized Agent of U.S. Home LLC, a Delaware limited liability company (as
successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), a Texas
limited liability company, the General Partner of LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)



[Signature]
Notary Public Signature

ATTACHMENT 1**ASSIGNEE PROPERTY**

Lots 10 through 17, Block 2; Lots 7 through 11, Block 5; Lots 2 through 15, Block 6; Lots 1 through 12, Block 7; Lots 2 through 13, Block 8; Lots 13 through 19, Block 9; and Lots 1, 28, 29, and 51, Block 10; and Lots 1, 21, and 22, Block 11, Flint Ridge Estates Phase II, a subdivision in Bell County, Texas, according to the map or plat thereof recorded as Document No. 2024035452 of the Official Public Records of Bell County, Texas.



**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

Instrument Number: 2024048035

As

ASSIGNMENT

Recorded On: October 30, 2024

Parties: TURLEY WEST INC

To LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION LTD

Comment:

Billable Pages: 6

Number of Pages: 7

(Parties listed above are for Clerks' reference only)

**** Examined and Charged as Follows ****

CLERKS RMF:	\$5.00
RECORDING:	\$25.00
Total Fees:	\$30.00

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *******

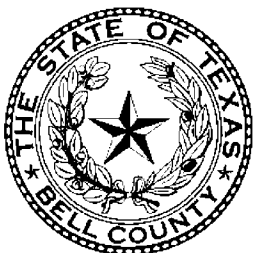
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information

Instrument Number: 2024048035
Receipt Number: 431308
Recorded Date/Time: 10/30/2024 3:47:53 PM
User / Station: fosterk - BCCCD0735

Record and Return To:

Winstead PC - Austin
401 CONGRESS AVENUE, SUITE 2100
AUSTIN, TX 78701



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

Shelley Coston
Bell County Clerk