

SCANNED



PARTIAL ASSIGNMENT OF DEVELOPER RIGHTS  
TIMBERWOOD PARK SUBDIVISION

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §



This Partial Assignment of Developer Rights for Timberwood Park (the "Assignment") is made as of January 1, 2011, by the Assignor, Timberwood Development Company, L.P., a Texas limited partnership, hereinafter referred to as "Developer." The assignee herein is Timberwood Park Owners Association, Inc., a Texas non-profit corporation (the "Assignee").

WHEREAS, Developer filed restrictive covenants encumbering the residential lots within the Timberwood Park subdivision, which have been recorded in the Real Property Record of Bexar County, Texas, which are described in detail on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, and are referred to herein collectively as the "Restrictions"; and

WHEREAS, reference is hereby made to the Restrictions for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Restrictions, unless otherwise specified in this Assignment; and

WHEREAS, Developer desires to assign to Assignee all of its rights, title, authority and interest under Paragraph 8 of the Restrictions to levy and collect assessments, and the right to operate and maintain the common areas within the Timberwood Park subdivision and to exercise architectural control over the construction of improvements.

NOW THEREFORE, Developer hereby assigns to Assignee all of its rights, title, authority and interest as Developer under Paragraph 8 of the Restrictions to levy and collect assessments, to exercise architectural control over the construction of improvements within the Timberwood Park subdivision, and the right to operate and maintain the common areas within the Timberwood Park subdivision. Developer assigns all of its rights under the Restrictions to the Assignee except as it relates to land that it currently owns, **and for so long as it continues to own**, for which Developer retains all developer rights except Architectural Control and the rights set out herein as to Paragraph 8 which is assigned to Assignee herein without exception. Developer further puts the public on notice that the lots encumbered by the Restrictions are each obligated to pay an annual assessment to the Developer or its assignee, which annual assessment is currently \$217.00 per year. The amount of the annual assessment has not changed for 2 years.

This Partial Assignment and all of its terms and conditions are binding on Developer and its successors and assigns, and on Assignee.

SIGNED this the 23 day of December, 2010.

ASSIGNOR:

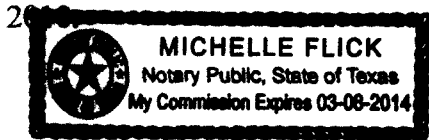
Timberwood Development Company, L.P., a Texas limited partnership, by and through Countryview Developers, Inc., a Texas Corporation, Its General Partner

By: [Signature]  
CHARLES F. KRAUSE, PRESIDENT

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

BEFORE ME, the undersigned authority, on this day personally appeared Charles F. Krause, President of Countryview Developers, Inc., the General Partner of Timberwood Development Company, L.P., known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 23<sup>rd</sup> day of December,



[Signature]  
Notary Public – State of Texas

After Recording, Return To:  
Marc D. Markel  
Roberts Markel P.C.  
2800 Post Oak Blvd., 57<sup>th</sup> Floor  
Houston, TX 77056

**EXHIBIT "A"**

<b>Unit Number</b>	<b>Restrictions: Recording Information – Vol./Page</b>	<b>Date Recorded</b>	<b>Title of Document</b>
1	Vol. 8079; Page 915	05-11-77	Untitled
2	Vol. 8251; Page 453	09-26-77	Untitled
3	Vol. 1660; Page 431	08-24-79	Deed
4	Vol. 2259 ; Page 886	03-13-81	Deed
5	Vol. 2374 ; Page 570	07-13-81	Deed
6	Vol. 2499 ; Page 40	01-13-82	Deed
7	Vol. 2521 ; Page 594	02-12-82	Deed
8	Vol. 2570 ; Page 389	04-26-82	Deed
9	Vol. 2668 ; Page 938	09-14-82	Deed
10	Vol. 3316 ; Page 212	01-31-85	Restrictions
11	Vol. 7234 ; Page 1350	10-17-97	Amended Restrictions
12	Vol. 4225 ; Page 1596	01-27-88	Untitled
12 Amend	Vol. 4613 ; Page 1064	07-20-89	Amended Restrictions
13	Vol. 7258 ; Page 179	11-11-97	Amended Restrictions
14	Vol. 7937 ; Page 982	04-27-99	Restrictive Covenants and Easements
15	Vol. 2772 ; Page 386	02-16-83	Deed
16	Vol. 2850 ; Page 1231	06-09-83	Deed
17	Vol. 2945 ; Page 818	10-18-83	Deed
18	Vol. 3092 ; Page 615	05-01-84	Deed
19	Vol. 3196 ; Page 2051	08-28-84	Untitled
20	Vol. 3316 ; Page 1218	01-31-85	Restrictions
21	Vol. 6243 ; Page 246	10-31-94	Restrictions
22	Vol. 8630 ; Page 1269	11-03-00	Restrictive Covenants and Easements
23	Vol. 7092 ; Page 338	05-23-97	Restrictive Covenants and Easements
23 Amend	Vol. 7258; Page 174	11-12-97	Amended Restrictions
24	Instrument No. 20070019129	01-25-07	Restrictive Covenants and Easements
25	Instrument No. 20040022938	02-03-04	Restrictive Covenants and Easements

<b>Unit Number</b>	<b>Restrictions: Recording Information – Vol./Page</b>	<b>Date Recorded</b>	<b>Title of Document</b>
26	Vol. 6764; Page 1552	05-28-96	Restrictive Covenants and Easements
27	Vol. 6764; Page 1556	05-28-96	Restrictive Covenants and Easements
28	Vol. 6764; Page 1544	05-28-96	Restrictive Covenants and Easements
29	Vol. 6399; Page 1891	04-24-95	Restrictive Covenants and Easements
30	Vol. 6399; Page 1886	04-24-95	Restrictive Covenants and Easements
31	Vol. 6764; Page 1548	05-28-96	Restrictive Covenants and Easements
32	Vol. 6898; Page 2033	10-10-96	Restrictive Covenants and Easements
33	Vol. 6898; Page 2037	10-10-96	Restrictive Covenants and Easements
34	Vol. 6838; Page 1051	08-13-96	Restrictive Covenants and Easements
35	Vol. 6399; Page 1876	08-24-95	Restrictive Covenants and Easements
36	Vol. 6399; Page 1881	04-24-95	Restrictive Covenants and Easements
37	Instrument No. 20050089334	04-26-05	Restrictive Covenants and Easements
38	Instrument No. 20050089335	04-26-05	Restrictive Covenants and Easements
39	Instrument No. 20050089336	04-26-05	Restrictive Covenants and Easements

Unit Number	Restrictions: Recording Information – Vol./Page	Date Recorded	Title of Document
40	Vol. 6838; Page 1055	08-13-96	Restrictive Covenants and Easements
41	Vol. 4223; Page 1680	01-25-88	Restrictions
42	Vol. 3572; Page 1604	12-10-85	Restrictions
43	Vol. 3717; Page 819	06-12-86	Untitled
44	Vol. 4223; Page 1684	01-25-88	Restrictions
53	Instrument No. 20040022939	02-03-94	Restrictive Covenants and Easements
54	Vol. 4587; Page 1872	01-13-89	Untitled
55	Vol. 5910; Page 1135	01-04-94	Restrictions
56	Instrument No. 20040022940	02-03-04	Restrictive Covenants and Easements
57	Vol. 4587; Page 1868	06-13-89	Untitled
58	Instrument No. 20040022941	02-03-04	Restrictive Covenants and Easements
59	Vol. 4587; Page 1876	06-13-89	Untitled
60	Vol. 4587; Page 1880	06-13-89	Untitled
61	Vol. 5711; Page 1296	07-06-93	Restrictions

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JAN 04 2011



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110002375 Fees: \$32.00  
01/04/2011 4:16PM # Pages 5  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK