

WOODLANE FOREST SUBDIVISION
FIRST AMENDED IRREVOCABLE ASSIGNMENT

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The OFFICIAL VERSION of these documents are found under Clerk's File number 8940444, 617-01-2516 through 617-01-2517.
The official version was filed on September 21, 1989.

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617-01-2516

8940777 FIRST AMENDED IRREVOCABLE ASSIGNMENT

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

X KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Irrevocable Assignment dated the 20th day of July, 1988, CHEETAH, INC., a Texas corporation ("Cheetah") assigned to WOODLANE FOREST CIVIC ASSOCIATION, a Texas non-profit corporation ("Woodlane Forest"), all rights reserved to the Architectural Control Committee as defined by and under the terms of the Dedication of Restrictions for Woodlane Forest Section I and Section II, as recorded in Cabinet B, Sheet 172 of the Real Property Records of Montgomery County Texas (the "Woodlane Forest Restrictions"); and

WHEREAS, the parties desire to broaden the terms of said Assignment to include as assignment by Cheetah to Woodlane Forest of all rights, duties, benefits and obligations of Cheetah under the terms of the Woodlane Forest Restrictions;

NOW THEREFORE, Cheetah does hereby irrevocably assign to Woodlane Forest all rights, duties, benefits and obligations of Cheetah under the terms of the Woodlane Forest Restrictions, including without limitation all rights reserved to the Architectural Control Committee, all rights to collect, receive and expend the Annual Assessment as defined by the Woodlane Forest Restrictions, and the non-exclusive right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Woodlane Forest Restrictions.

Woodlane Forest does hereby accept this Assignment and agrees to assume all duties and obligations of Cheetah under the terms of the Woodlane Forest Restrictions, and to hold Cheetah harmless from any and all claims which be asserted as a result of any action taken by Woodlane Forest in the exercise of its duties and authorities contained in the Woodlane Forest Restrictions, from and after the date of this Assignment.

In consideration for the acceptance of this assignment, Cheetah agrees to indemnify and hold Woodlane Forest harmless from any and all claims which may be asserted as a result of Cheetah's performance of or failure to perform any of the duties and requirements contained in Woodlane Forest Restrictions, prior to the date of this Assignment.

EXECUTED this 14 day of September, 1989.

CHEETAH, INC.
(Signed Robert B. Higgs, Vice President, Cheetah, Inc.)

WOODLANE FOREST CIVIC ASSOCIATION
(Signed J.E. Feller, President, Woodlane Forest Civic Association)