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TRF 2007023925

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STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTIES OF TRAVIS §
AND BURNET §

ASSIGNMENT OF RIGHTS AND AMENDMENT TO DECLARATIONS

THIS ASSIGNMENT OF RIGHTS ("Assignment"), effective as of February 7, 2007 (the "Effective Date"), is entered into by and among Robert Day ("Assignor"), and Barton Creek – Lakeside P.O.A., Inc., a nonprofit corporation ("Assignee").

RECITALS:

A. Assignor is a "Declarant" under that certain Hidden Hills on Lake Travis Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Ranch, Sections Three Through Eleven, dated August 15, 1988, recorded in Volume 10755, Page 240 of the Real Property Records of Travis County, Texas (the "Master Declaration"), which encumbers certain real property described therein.

B. The Master Declaration has been supplemented by that certain (i) Restatement of First Supplement to Hidden Hills on Lake Travis Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Ranch, Sections Three Through Eleven, recorded in Volume 11150, Page 110 of the Real Property Records of Travis County, Texas; (ii) Supplemented First Amendment to the Hidden Hills on Lake Travis Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Ranch, Sections Three Through Eleven, recorded in Volume 11257, Page 624 of the Real Property Records of Travis County, Texas; (iii) Second Amendment to the Hidden Hills on Lake Travis Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Ranch, Sections Three Through Eleven, recorded in Volume 12110, Page 1336 of the Real Property Records of Travis County, Texas and Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Ranch, Sections Three through Eleven, recorded October 11, 2005 as document number 200518945 in Real Property Records of Travis County, Texas and on October 12, 2005 in volume 1371 at page 640 of the Real Property records of Burnet County , Texas (together with the Master Declaration, the "Declaration").

C. In connection with development of the Property, Hidden Hills on Lake Travis, Inc., a Texas non-profit corporation ("Hidden Hills POA") was formed. Hidden Hills POA was vested with certain rights and obligations pursuant to the Declaration, which rights and obligations were subsequently assigned to Barton Creek – Lakeside Master Property Owners Association, Inc., a Texas nonprofit corporation (the "Association").

D. Assignor desires to, and does hereby, ratify, confirm and approve the formation of Assignee and the assumption by Assignee of the Association's rights, privileges and obligations pursuant to the Declaration.

E. Pursuant to the Declaration, Assignor, as a Declarant, expressly reserved and retained various property and other rights, which Assignor now desires to transfer, assign and convey to the

Assignee, save and except such rights as are reserved in Section 2 below. Any terms used herein and not defined in this document shall have the meaning assigned to them in the Declaration.

NOW, THEREFORE, in consideration of the Recitals, Ten and NO/100 Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor has this day BARGAINED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED, GRANTED, SET OVER and DELIVERED, and by these presents does hereby BARGAIN, SELL, ASSIGN, TRANSFER, CONVEY, GRANT, SET OVER and DELIVER unto Assignee all of Assignor's right, title, powers, privileges and benefits in and under the Declarations, including its interest in all streets, drives, boulevards, other roadways ,fences and to all rights-of-way and easements; and all of Assignor's rights title and interest in the Common Area (as defined in the Declaration), TO HAVE AND TO HOLD all of the Property and rights, powers and privileges of Declarant under the Declaration unto Assignee and Assignee's successors and assigns, and Assignor does hereby bind Assignor and Assignor's successors and assigns to warrant and forever defend all and singular the rights, powers and privileges so conveyed unto Assignee and Assignee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2. Confirmation, Release and Waiver. Assignor has this day (i) confirmed that its Class B membership (as defined in the Declaration) expired as of January 26, 2004, and as a result thereof, Assignor is no longer entitled to vote as a Class B member of the Association; (ii) confirmed that the Board of Assignee is now the "Board" referred to in the Declaration; and (iii) released and waived its rights, if any, to exercise any retained or reserved rights of Declarant pursuant to the Declaration, except that Assignors retain the right under section 4.2 of the Declaration to be exempt from the payment of an Annual Maintenance Charge on property owned by Assignor in the subdivision known as Barton Creek Lakeside.

3. Limitation of Assignment. Notwithstanding anything contained herein to the contrary, Assignee hereby accepts this assignment; provided, however, (a) Assignee shall not be obligated to perform or discharge any obligations of Assignor, or its predecessors, as Declarant, under the Declaration or by reason of this Assignment; and (b) Assignee recognizes that Assignor is involved in the development of certain real property located in Travis and Burnet counties, Texas, more particularly described in Exhibit A attached hereto and incorporated herein by reference as the "Collateral Property". Assignee hereby confirms that it will take no action of any kind to impede or restrict the Collateral Property's access to potable or waste water utility connections in the subdivision known as Barton Creek Lakeside.

4. Enforceability. Subject to this Assignment, the Declaration shall remain in full force and effect.

5. 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 of this instrument, the signature pages taken from separate individually executed counterparts of this instrument may be combined 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 agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR

Robert J Day

Robert Day

ASSIGNEE.

BARTON CREEK – LAKESIDE P.O.A., INC.
>a Texas non-profit corporation

By: ____________________
Name: Charles Evans
Title: President of BCLS POA.

STATE OF TX. §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 6 day of February, 2007, by Robert Day.

ALISON NOLEN
Notary Public
STATE OF TEXAS
My Comm. Exp. 07/24/2010

Alison Nolen
Notary Public in and for the State of Texas

Printed Name: Alison Nolen
Commission Expires: 07/24/2010

STATE OF Texas §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 7th day of February 2007, by Charles Evans, known to me to be the President of Barton Creek Lakeside P.O.A. Inc., on behalf of said corporation.

GAY HOBGOOD BAADE
MY COMMISSION EXPIRES
August 14, 2009

Gay Hobgood Baade
Notary Public in and for the State of Texas

Printed Name: Gay Hobgood Baade
Commission Expires: 8-14-2009

Return:
Charles Evans
P.O. Box 1864
Austin, TX 78767

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2007 Feb 09 03:16 PM 2007023925

FERGUSONLL $28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

VII. Acknowledgment and Agreement

Each of the undersigned specifically represents to Lender and Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust of the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; and (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property.

Certification: I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained in this application may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United State Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation which I/We have made on this application.

Borrower's Signature	Date	Co-Borrower's Signature	Date
X [signature]	FEB 3 2009	X	

VIII. Information for Government Monitoring Purposes

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may discriminate neither on the basis of this information, nor on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation or surname. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the Lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER				CO-BORROWER			
	__ I do not wish to furnish this information				__ I do not wish to furnish this information		
Ethnicity:	__ Hispanic or Latino	X Not Hispanic or Latino		Ethnicity:	__ Hispanic or Latino	__ Not Hispanic or Latino	
Race:	__ American Indian or Alaska Native	__ Asian	X Black or African American	Race:	__ American Indian or Alaska Native	__ Asian	__ Black or African Amer
	__ Native Hawaiian or Other Pacific Islander	__ White			__ Native Hawaiian or Other Pacific Islander	__ White	
Sex:	__ Female	✓ Male		Sex:	__ Female	__ Male	

TO BE COMPLETED BY INTERVIEWER	Interviewer's Name (print or type)	Name and Address of Interviewer's Employer
This application was taken by:	Lawrence Berggoetz	AmeriNET Mortgage
__ Face-to face interview	Interviewer's Signature [signature] Date FEB 3 2009	8601 RR 2222, Bldg 1 Ste 150
X Mail	Interviewer's Phone Number (include area code)	Austin, TX 78730
__ Telephone	(512) 746-4669	

NOTE: FHA insures reverse mortgages for one to four family units under various provisions of the National Housing Act. The information contained on the loan application is collected to determine eligibility for the program as well as serve as verification of the applicant's statements. The performance function of the agency will be improved by collecting this data as determinations can be made regarding the characteristics of those borrowers obtaining HECM loans. The Public Reporting Burden for this collection is estimated to average one hour per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data and completing and reviewing the collection of information. A response is required to obtain a HECM loan, but parties are not required to use this particular form. This information is covered by the Privacy Act.