

**PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS AND
AMENDMENT TO RESTATEMENT OF MASTER
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR STEINER RANCH
RESIDENTIAL AREA**

THIS Partial Assignment of Declarant's Rights and Amendment to Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas (the "Assignment") is made by **TAYLOR WOODROW COMMUNITIES/STEINER RANCH, LTD.**, a Texas limited partnership ("Assignor") and **STEINER RANCH RESIDENTIAL OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation ("Assignee"), and is as follows:

RECITALS

A. Assignor is the current "Declarant" under that certain Restatement of Master Declaration of Covenants, Conditions and Restrictions for Steiner Ranch Residential Areas, recorded in Volume 10920, Page 0001, Real Property Records of Travis County, Texas, as amended (the "Deed Restrictions").

B. Assignor desires to partially transfer and assign certain of its rights as Declarant under the Deed Restrictions to Assignee.

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

1. Partial 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 Deed Restrictions, **SAVE AND EXCEPT** rights reserved and hereby retained by Assignor, as Declarant, pursuant to the following provisions of the Deed Restrictions: (i) Section 2.03 [Withdrawal of Land], but only with respect to the property described in that certain Memorandum of Supplemental Declaration of Restrictions, recorded as Document No. 2001052103 in the Official Records of Travis County, Texas; (ii) Section 3.04 [Signs]; (iii) Section 3.27 [Construction Activities]; (iv) Section 8.01 [Reserved Easements]; and (v) Section 9.06(A) [Right of Enforcement]. Furthermore, this Assignment shall in no event be interpreted to transfer and assign to Assignee

Ltd., a Texas limited partnership, pursuant to that certain Partial Assignment of Declarant Rights and Amendment to Restatement of Master Declarant Declaration of Covenants, Conditions and Restrictions For Steiner Ranch Residential Area, recorded as Document No. 2000080357, in the Official Records of Travis County, Texas. Notwithstanding any provision in Section 3.04 [Signs] to the contrary, the rights retained by Declarant hereunder shall be limited to the erection and placement of no more than eight (8) signs at any one time. Each sign shall be subject to the following size limitations: (i) for each sign which includes a supporting frame, the actual surface area of the portion of the sign which includes information or advertising shall be limited to fifteen (15) square feet and the total surface area of the frame and sign shall be limited to fifty (50) square feet; and (ii) for each sign in which a supporting frame is not utilized, the total surface area of the sign shall be no more than twenty-four (24) square feet.

2. Amendment to Declaration to Substitute Assignee as Declarant. Assignor, as Declarant, does hereby modify and amend the Deed Restrictions to substitute in its place, Assignee, as the "Declarant" with respect only to the rights assigned hereunder. Assignee shall hereinafter have all rights to act and exercise all rights, powers, privileges, benefits and obligations as the Declarant under the Deed Restrictions, excepting only those rights, powers, privileges, benefits and obligations reserved by Assignor hereunder or not otherwise assigned herein.

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.

Executed to be effective this _____ day of _____, 2001.

ASSIGNOR:

**TAYLOR WOODROW
COMMUNITIES/STEINER
RANCH, LTD.,** a Texas limited
partnership

By: TWC/Steiner Ranch.

By: _____

Printed Name: _____

Title: _____

ASSIGNEE:

**STEINER RANCH
RESIDENTIAL OWNERS
ASSOCIATION, INC., a Texas
non-profit corporation**

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on
-----, 2001, by
TWC/Steiner Ranch, L.L.C., a Texas limited liability
corporation, general partner of Taylor Woodrow
Communities/Steiner Ranch, Ltd., a Texas limited
partnership, on behalf of said company and partnership.

(SEAL)

Notary Public Signature

COUNTY OF TRAVIS §

This instrument was
acknowledged before me on _____, 2001,
by _____,

President of the Steiner Ranch
Residential Owners Association,
Inc., a Texas non-profit
corporation, on behalf of said
corporation.

(SEAL)

Notary Public Signature

After Recording Return To:

Robert D. Burton
Armbrust Brown & Davis, L.L.P.
100 Congress Ave., Suite 1300
Austin, Texas 78701