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UPON RECORDING, PLEASE RETURN TO:

Walter D. Miller
Miller, Egan, Molter & Nelson LLP
4514 Cole Avenue, Suite 1200
Dallas, Texas 75205

CROSS-REFERENCE TO:

Declaration of Covenants, Conditions and Restrictions for Amber Wood at Fall Creek recorded as Document No. 20070701422, Official Public Records of Harris County, Texas, on November 28, 2007, and recorded as Document No. 20070721948, Official Public Records of Harris County, Texas, on December 10, 2007.

ASSIGNMENT OF DECLARANT RIGHTS

This **ASSIGNMENT OF DECLARANT RIGHTS** (this "Assignment") is made as of March 21, 2011, by and between **DUNHILL HOMES, LLC**, a Texas limited liability company ("Assignor"), and **DUNHILL HOMES HOUSTON, LLC**, a Texas limited liability company ("Assignee").

A. Amber Wood at Fall Creek (the "Community") is a community located in Harris County, Texas, established pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Amber Wood at Fall Creek recorded as Document No. 20070701422, Official Public Records of Harris County, Texas, on November 28, 2007, and recorded as Document No. 20070721948, Official Public Records of Harris County, Texas, on December 10, 2007 (the "Declaration").

B. Assignor presently holds all right, title and interest as the "Declarant" under the Declaration (the "Declarant Rights").

C. Assignee has requested that Assignor convey and transfer to Assignee all of Assignor's right, title and interest in and to the Declarant Rights.

D. Assignor now desires to transfer and assign to Assignee, and Assignee desires to accept such transfer and assignment, all of Assignor's right, title and interest in and to the Declarant Rights, subject to the provisions of this Assignment.

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

1. Transfer and Assignment of Declarant Rights. Assignor does hereby grant, sell, set over, transfer, and assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Declarant Rights.

2. Assignee's Acceptance of Assignment. Assignee accepts the assignment of Declarant Rights.

3. 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.

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STEWART TITLE HOUSTON DIVISION

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

5. 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 and Amendment.

6. 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 instrument.

* * * * *

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first above written.

ASSIGNOR:

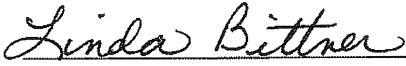
DUNHILL HOMES, LLC,
a Texas limited liability company

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By: 
Name: Richard Dix
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 22 day of March, 2011, by Richard Dix, President of DUNHILL HOMES, LLC, a Texas limited liability company, on behalf of said limited liability company.


NOTARY PUBLIC in and for the
State of TEXAS

(Seal)



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ASSIGNEE:

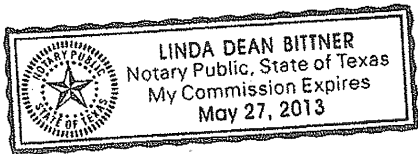
DUNHILL HOMES HOUSTON, LLC,
a Texas limited liability company

1EE

By: *Richard Dix*
Name: Richard Dix
Title: President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 22 day of March, 2011, by Richard Dix, President of DUNHILL HOMES HOUSTON, LLC, a Texas limited liability company, on behalf of said limited liability company.



(Seal)

Linda Bittner
NOTARY PUBLIC in and for the
State of TEXAS

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e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees 28.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

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.
THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS