

Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222

Document Number: 2020-0015175 -  
Filed and Recorded - Real Records

ASSIGNMENT

Grantor: MAIN PLACE HOA

Pages: 6

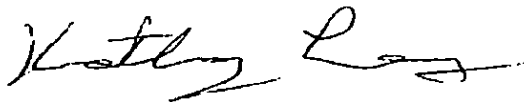
Recorded On: 10/09/2020 02:13 PM

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<b>Recorded On:</b> 10/09/2020 02:13 PM	<b>Notes:</b>
<b>Document Number:</b> 2020-0015175	
<b>Receipt Number:</b> R2015371	
<b>Amount:</b> \$37.00	
<b>Recorded By:</b> Kisha Gallegos	

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.

**I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas**



Katie Lang  
County Clerk  
Hood County, Texas



**Return To: In Office**

EVE BAHAN MANAGER OF OPERATIONS  
TX POA MANAGEMENT LLC  
510 WEST PEARL ST, SUITE 00  
GRNABURY, TX 76048



**DEVELOPER / DECLARANT CONTROL TRANSFER ASSIGNMENT  
FOR  
MAIN PLACE HOMEOWNERS ASSOCIATION, INC.  
(a Texas Nonprofit Corporation)**

**Effective Date: September 30, 2020**

This Developer / Declarant Control Transfer Assignment (the "Control Transfer Assignment") is made hereby on this the 15<sup>th</sup> day of September, 2020, to effect the transfer and assignment of control and management of the Main Place community subdivision and the Main Place Homeowners Association, Inc. (aka "Main Place HOA" or alternatively referred to herein as the "Association"), from Main Place Holdings, LLC, a Texas Limited Liability Company ("Declarant") to the Association, effective on the 30<sup>th</sup> day of September, 2020, thereby transferring full control and management of the Main Place subdivision and of the Main Place Homeowners Association, Inc. from Main Place Holdings, LLC, a Texas corporation, Declarant, to Main Place Homeowners Association, Inc. All initially capitalized terms, as used in this Assignment, shall have the same definitions set forth in the Declaration, unless defined otherwise in this Assignment.

**WHEREAS**, the Main Place Homeowners Association, Inc. (aka "Main Place HOA" or alternatively referred to herein as the "Association"), a non-profit corporation, was formed by Main Place Holdings, LLC, the Developer of the Main Place subdivision, and the Declarant of the Main Place Homeowners Association, Inc., for the purpose of owning, developing, managing, controlling, operating, and/or maintaining utility easements, drainage easements and landscape easements together with any common areas, facilities and improvements thereon, within the property, platted and developed by Declarant to be a single family, detached residential subdivision known as Main Place (the "Subdivision"), described by surveyed metes and bounds in the attached Exhibit A incorporated by reference herein, and containing a total of one hundred, two residential Lots, forty-one (41) residential Lots in Main Place Phase I, sixty one (61) residential Lots in Main Place Phase II, and the Common Area Lot 9R11, plus two surveyed rectangles containing the two Main Place monument signs, one at the entrance to the community from North Fork Road and the other at the entrance to the community off of Fall Creek Hwy, each as Common Areas. The Phase I Main Place property is all that certain tract or parcel of land, part of the William Cathay Survey, Abstract No. 98, Hood County, Texas and being residential Lots 5R1-5R9, Lots 6R1-6R18, Lots 7R1-7R9 and Lots 8R1-8R5, Phase 1. The Phase II Main Place property is all that certain tract or parcel of land, part of the William Cathay Survey, Abstract No. 98, Hood County, Texas and being residential Lots 1R1 – 1R11, 2R1 – 2R22, and 7R10 – 7R27 and 9R1-9R10, Phase II, Main Place, plus the Common Area Lot 9R11 designated as Open Space, all located in the Extra Territorial Jurisdiction of the City of DeCordova Bend, Texas in the Main Place Addition, Hood County, Texas, according to the Phase I RePlat recorded on October 20, 2016 in Slide P-555 in the Plat Records of Hood County, Texas, and Phase II RePlat recorded on January 3, 2017 in Slide P-568, in the Plat Records of Hood County, Texas, and Phase II Amending Plat recorded on July 18, 2017 in Slide P-597, in the Plat Records of Hood County, Texas, and Phase II

RePlat of the Main Place Phase II Common Area Lot 9R11, recorded on May 14, 2019 in Slide P-729, in the Plat Records of Hood County, Texas, subject to and more fully described in the Declaration of Covenants, Conditions And Restrictions for Main Place, a single family detached residential Addition to Hood County, Texas, aka the "Protective Covenants," including provisions relating to Main Place Homeowners Association, Inc., (aka "Main Place HOA" or alternatively referred to herein as the "Association"), a Texas non-profit corporation, recorded by Developer/Declarant on the 20<sup>th</sup> day of October, 2016 as Document Number 2016-0012787, and the First Amendment to the Protective Covenants recorded by Developer/Declarant on the 11<sup>th</sup> day of December, 2017 as Document Number 2017-0016715, and the Second Amendment to Withdraw Restricted Property from the Declaration of Covenants, Conditions for Main Place recorded by Developer/Declarant on the 22<sup>nd</sup> day of November, 2019 as Document Number 2019-0015739, and the Third Amendment Replacing the Second Amendment in its Entirety to Withdraw Restricted Property from the Declaration of Covenants, Conditions and Restrictions for Main Place recorded by Developer/Declarant on the 28<sup>th</sup> day of February, 2020 as Document Number 2020-0002956, and the 2020 Amended Protective Covenants (amending and replacing the Declaration and all prior amendments in the entirety) recorded by Developer/Declarant on the 9<sup>th</sup> day of ~~September~~, 2020 as Document Number 2020- 0015174 in the Official Records of Hood County, Texas; and

**WHEREAS**, Bylaws of the Main Place Homeowners Association, Inc., a Texas non-profit corporation, (the "Corporation" therein and the "Association" herein) were adopted by the Members on the 1<sup>st</sup> day of October, 2016, and filed of record in the Official Records of Hood County, Texas, on the 20<sup>th</sup> day of October, 2016 as Instrument Number 2016-0012788; and

**WHEREAS**, Corrected Bylaws of the Main Place Homeowners Association, Inc., a Texas non-profit corporation, (the "Corporation" therein and the "Association" herein) were adopted by the Developer/Declarant on the 3<sup>rd</sup> day of October, 2017, and filed of record in the Official Records of Hood County, Texas, on the 3<sup>rd</sup> day of October, 2017 as Instrument Number 2017-0013533; and

**WHEREAS**, the 2020 Amended Bylaws of the Main Place Homeowners Association, Inc., a Texas non-profit corporation, (the "Corporation" therein and the "Association" herein), amending and replacing the Declaration and all prior amendments in the entirety, were adopted by the Developer/Declarant on the 15<sup>th</sup> day of September, 2020, and filed of record in the Official Records of Hood County, Texas, on the 9<sup>th</sup> day of ~~September~~, 2020 as Instrument Number 2020- 0015174; and

**WHEREAS**, Rules And Regulations of the Main Place Homeowners Association, Inc., a Texas non-profit corporation, were adopted by the Members on the 18<sup>th</sup> day of October, 2016, and filed of record in the Official Records of Hood County, Texas, on the 20<sup>th</sup> day of October, 2016 as Instrument Number 2016-0012789; and

**WHEREAS**, Main Place Holdings, LLC, the Developer of the Main Place subdivision, and the Declarant of the Main Place Homeowners Association, Inc., is the

present owner of the Developer's and Declarant's rights as granted and prescribed in the Declaration, as amended, and in the Bylaws, and now desires to resign and withdraw as Developer and Declarant; and

**WHEREAS**, the Main Place Homeowners Association, Inc. (the "Association") is a Texas non-profit corporation serving as the sole and exclusive property owners association of the subdivision known as Main Place;

**NOW THEREFORE**, Main Place Holdings, LLC, a Texas limited liability company ("Developer/Declarant"), as the existing Developer and Declarant for the Subdivision and as the present owner of the Developer's and Declarant's rights as granted and prescribed in the Declaration and in the Bylaws, and upon the execution of this Developer / Declarant Control Transfer Assignment (the "Control Assignment"), subject to the terms and conditions herein, hereby covenants as follows:

a. **Declarant Resignation.** Developer/Declarant hereby resigns and withdraws as Developer and Declarant; and

b. **Transfer of Common Areas, Common Elements and Personal Property.** Developer/Declarant covenants to convey by Warranty Deed any and all platted Common Areas (real property) not heretofore conveyed to Main Place Homeowners Association, Inc., a Texas non-profit corporation, and cooperate in causing any such conveyances to be recorded in the Official Real Property Records of Johnson County, Texas; and Developer/Declarant covenants to transfer and assign by Bill of Sale any and all personal property, if any, not heretofore conveyed to Main Place Homeowners Association, Inc.; and

c. **Assignment of Association Contracts.** Declarant covenants to assign without recourse, all Association related contracts, licenses or permits; and

d. **Declarant Rights Assignment.** Declarant hereby assigns to the Association all Developer's and Declarant's rights as granted and prescribed in the Declaration, as amended and in the Bylaws; and

e. **Transfer of Books and Records.** Declarant covenants and stipulates that all books and records required in connection with the transfer of control herein shall be delivered to the Members' newly designated President or to the Manager of the Association; and

f. **Transfer of Funds.** Declarant covenants and stipulates that all funds and accounting required in connection with the transfer of control described herein shall be delivered from the Developer to the Association or to the Association's designated Association Manager, TX-POA Management, LLC, and that no additional funds and accounting shall be required to be delivered by or to Developer/Declarant, save and except future assessments and charges for Lots owned by the Developer;

g. **Transfer of Management and Maintenance Control.** Declarant hereby transfers control of the management and maintenance of the Main Place Property to the Association as prescribed by the Declaration, as amended and as prescribed by the Bylaws, as amended, which may be delegated from time to time to its Member Volunteers or to any Managing Agent engaged by the Association Board of Directors.

h. **Control Transfer Effective Date.** Following the execution of this Agreement on the \_\_\_\_ day of August, 2020, the Control Transfer Date of the 1<sup>st</sup> day of September, 2020 shall be the Effective Date of this Control Assignment Agreement.

i. **Execution and Recordation of Documents.** Developer/Declarant covenants to execute and assist in recording, as may be necessary, all other documents required to give effect to this Control Transfer Assignment.

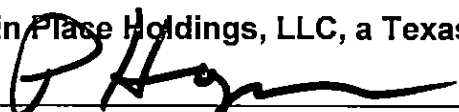
j. **Severability.** If any provision or term of this Control Transfer Assignment is held to be illegal, invalid, or unenforceable, such provision or term shall be fully severable; this Control Transfer Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised part of this Control Assignment; and the remaining provisions of this Control Transfer Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Control Transfer Assignment.

k. **Governing Law.** This Control Transfer Assignment shall be governed by and construed in accordance with the laws of the State of Texas, except where preempted by federal law.

l. **Acknowledgement.** By executing this Control Transfer Assignment, the Developer/ Declarant acknowledges that the signatory has the full authority and the requisite partnership authority to give effect to the Control Transfer Assignment.

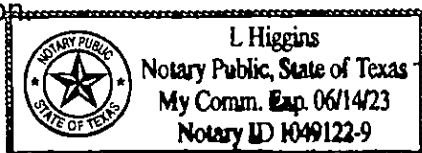
AGREED TO AND EXECUTED on this 28<sup>th</sup> day of September, 2020.

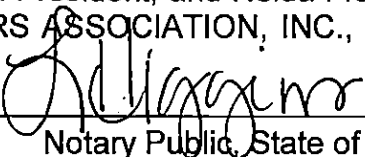
Main Place Holdings, LLC, a Texas limited liability company

  
Philip W. Hope, Chairman of the Board and President

THE STATE OF TEXAS    )  
                                          )  
COUNTY OF HOOD        )

This instrument was acknowledged before me on September 28<sup>th</sup>, 2020, by Philip W. Hope, Chairman of the Board and President, and Nelda Francis, Secretary on behalf of the MAIN PLACE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation



  
Notary Public, State of Texas


**CERTIFICATION & ACKNOWLEDGMENT**


As the Declarant of the Main Place Subdivision and the sole Member of the Main Place Homeowners Association, Inc., I certify that the foregoing Developer/Declarant Control Transfer Assignment (the "Control Transfer Assignment") is made hereby on this the \_\_\_\_ day of September, 2020, to effect the transfer and assignment of control and management of the Main Place subdivision community and the Main Place Homeowners Association, Inc. from Main Place Holdings, LLC ("Declarant") to the Association by Main Place Holdings, LLC, a Texas limited liability company, Declarant, for the benefit of the Association and its Members, to be effective as of the 30<sup>th</sup> day of September, 2020.

**SIGNED AND ACKNOWLEDGED** on this 28<sup>th</sup> day of September, 2020.

**DECLARANT:**

**MAIN PLACE HOMEOWNERS ASSOCIATION, INC.**

  
\_\_\_\_\_  
Philip W. Hope, Chairman of the Board and President

  
\_\_\_\_\_  
Nelda Francis, Secretary

After recording return to:

Eve Behan, Manager of Operations  
TX-POA Management, LLC  
510 West Pearl Street, Suite 100  
Granbury, Texas 76048