

This Instrument Prepared by:
Jeffrey D. Ostlie, P.A.
19 E. Central Blvd.
Orlando, FL 32801

Record and Return to:
Laurie L. Gildan
Greenberg Traurig, P.A.
777 South Flagler Drive, Suite 300 East
West Palm Beach, FL 33401

ASSIGNMENT OF DECLARANT RIGHTS

THIS ASSIGNMENT OF DECLARANT RIGHTS (this "Assignment") is granted this 10 day of June, 2022 (the "Effective Date") by:

- CCW of Marion County, LLC, a Florida limited liability company ("Assignor")

TO:

- Lennar Homes, LLC, a Florida limited liability company, and its designated successors and assigns ("Assignee").

RECITALS

- Assignor is the "Declarant" under the Declarations.¹
- Assignor and Assignee are parties to an agreement (the "Purchase Contract") pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase, certain Lots located within the Subdivisions subject to the Declarations.
- Under the Sale Contract, the sales are to occur in phases of groups of Lots.
- In connection with the sale of the Lots, Assignor has agreed to assign to Assignee certain of the Declarant's Rights under the applicable Declarations as they apply to Lots purchased by Assignee under the Purchase Contract.
- Assignee has previously acquired certain Lots (the "Initial Lots"), and now, on an even date herewith, Assignor is conveying to Assignee additional Lots (the "Second Takedown Lots") described on the attached **EXHIBIT A**.

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- Definitions.** As used in this Assignment, the following terms have the following meanings:

- Declaration* – One or more of the following:

¹ Terms capitalized herein and not otherwise defined herein are described in paragraph 1.

- 1.1.1. *Grand Park Declaration* - That certain instrument recorded in Official Records Book 3396, Page 1930 (the "*Original Grand Park Declaration*"), as amended or affected by instruments recorded in Official Records Book 3479, Page 1288, Official Records Book 5275, Page 1734 and in Official Records Book 5358, Page 594, as may be subsequently amended.
 - 1.1.2. *Grand Park North Declaration* - That certain instrument recorded in Official Records Book 3998, Page 274 (the "*Original Grand Park North Declaration*"), amended in Official Records Book 4068, Page 68, Official Records Book 4193, Page 1131, rerecorded in Official Records Book 4320, Page 646, Official Records Book 5275, Page 1722, Official Records Book 5356, Page 54, Official Records Book 5482, Page 1070, Official Records Book 5942, Page 287 and in Official Records Book 6334, Page 96 and as may be subsequently amended.
 - 1.2. *Lot* – A platted lot within a Subdivision.
 - 1.3. *Subdivision* – The platted Subdivision subject to a Declaration. For example, Grand Park is the Subdivision subject to the Grand Park Declaration.
2. **Assignment.**
 - 2.1. Assignor hereby assigns to Assignee the following ("Declarant Rights"):
 - 2.1.1. All rights of Assignor under Section 7.11 of the Original Grand Park Declaration, and Original Grand Park North Declaration, (as all may have been subsequently amended), exempting Assignee, as Declarant, from all provisions of Article VII of the applicable Declaration.
 - 2.1.2. All rights of Assignor under Section 9.1 of the Original Grand Park Declaration, and Original Grand Park North Declaration (as all may have been subsequently amended), exempting Assignee, as Declarant, from any provision of Article IX of the applicable Declaration establishing a minimum square footage requirement, or minimum width, for Residential Units.
 - 2.2. The foregoing apply only to the Initial Lots and the Second Takedown Lots and Assignee has no Declarant Rights as to any other Lots by virtue of this Assignment.
 - 2.3. By virtue of the foregoing, Assignee shall be deemed the "Declarant" as to the Declarant Rights.
3. **Acceptance of Assignment.** Effective upon the Effective Date, Assignee hereby accepts and assumes the Declarant Rights, subject to the terms, conditions and limitations provided herein.
4. **Limitation of Assignment.** Assignee and Assignor hereby agree that the aforementioned assignment of the Declarant Rights shall not include any assignment (or assumption) of the Assignor's obligations and/or liabilities whatsoever that accrued prior to the Effective Date, including, without limitation, any liability with respect to any Declaration or any Subdivision, or with respect to any alleged construction or design defects related to any portion any Subdivision, including without limitation, any improvements constructed or owned by any party other than Assignee.

5. **Warranties and Representations.** Assignor warrants and represents that this Assignment shall be binding upon Assignor and Assignor has made no other assignment of the Declarant Rights except to the Assignee. Assignee is relying upon the foregoing representations and warranties, and such reliance is detrimental to Assignee. Except as set forth above, this Assignment is AS IS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND.
6. **Binding Obligations.** This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors, designees, and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties intend the Declarant Rights assigned herein are to be broadly construed in favor of Assignee.
7. **Assignment.** The rights, authorizations, exemptions and/or assignments granted herein shall inure to the benefit of Assignee and its affiliates, contractors, subcontractors, agents, employees, designees, successors, and assigns. All or any part of the authorizations, exemptions, assignments, and rights granted to Assignee herein or in the Declaration may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed by Assignee and, at Assignee's option, recorded in the Public Records of Marion County, Florida.
8. **Further Assurances/Cooperation.** Assignor agrees from time to time to execute and deliver such further assurances and other documents and to use commercially reasonable efforts to do all things which may be convenient or necessary to more effectively and completely carry out the intentions of this Assignment.
9. **Future Lots.** If Assignor sells additional Lots to Assignee under the Purchase Contract, the parties may enter into an amendment to this Assignment, or enter into a separate Assignment, as to any Declarant Rights assigned in connection therewith.
10. **WAIVER OF TRIAL BY JURY.** THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS ASSIGNMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES TO THIS ASSIGNMENT. EACH PARTY ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO THE OTHER PARTIES IN ENTERING INTO THIS ASSIGNMENT AND THAT SUCH PARTY HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned, being the Assignor has caused this Assignment to be executed by its duly authorized representative and affixed its company seal as of the date indicated below.

ASSIGNOR

CCW of Marion County, LLC, a Florida limited liability company

By: [Signature]
Robert Whittington
Manager

[Signature]
Witness

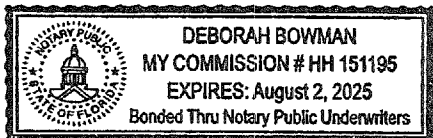
Deborah Bowman
Print Witness Name

[Signature]
Witness

Anne Justine Joseph
Print Witness Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of June, 2022, by Robert Whittington, as Manager for CCW of Marion County, LLC, a Florida limited liability company, on behalf of such company.



[Signature]
Notary Public, State of Florida
Name: _____
(Please print or type)

Commission Number: _____
Commission Expires: _____

Notary: Check one of the following:

- ☐ Personally known OR
☒ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: Driver License

[Signatures Continue on the Following Page]

IN WITNESS WHEREOF, the undersigned, being the Assignee has caused this Assignment to be executed by its duly authorized representative and affixed its company seal as of the date indicated below.

ASSIGNEE

Lennar Homes, LLC, a Florida limited liability company

By: Scott Keiling
Vice President

Witness

Danielle Janse van Rensburg

Print Witness Name

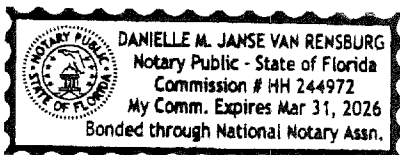
Witness

Kyler van der Osten

Print Witness Name

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of June, 2022, by Scott Keiling as Vice President of Lennar Homes, LLC, on behalf of such company.



Danielle M. Janse van Rensburg
Notary Public, State of Florida

Name: Danielle M. Janse van Rensburg
(Please print or type)

Commission Number: HH 244972

Commission Expires: 3/31/2026

Notary: Check one of the following:

☒ Personally known OR

☐ Produced Identification (if this box is checked, fill in blanks below).

Type of Identification Produced: _____

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1:

Lots 2; 23; 24; 27; 31; 47; 70; 79; 83 and 84, Grand Park, according to the plat thereof, as recorded in Plat Book 7, Pages 96 through 101, of the Public Records of Marion County, Florida.

Parcel 2:

Lots 47; 56; 57; 60; 61; 66; 72; 79; 128; 129; 130; 157; 158; 159; 160; 161; 162; 163; 165; 166; 167; 168; 169; 170; 172; 173; 174; 175; 176 and 177, Grand Park North, according to the plat thereof, as recorded in Plat Book 9, Pages 71 through 78, of the Public Records of Marion County, Florida.