

This Instrument Prepared by:
Jeffrey D. Ostlie, Esq.
Jeffrey D. Ostlie, P.A.
19 E. Central Boulevard, Third Floor
Orlando, Florida 32801

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

NOTE TO RECORDER: THIS INSTRUMENT IS INTENDED TO AMEND AND RESTATE AND REPLACE THE ASSIGNMENT OF DECLARANT RIGHTS RECORDED AS CFN# 2022086680, OFFICIAL RECORDS BOOK 7804, PAGE 1472, PUBLIC RECORDS OF MARION COUNTY.

AMENDED AND RESTATED ASSIGNMENT OF DECLARANT RIGHTS

THIS AMENDED AND RESTATED ASSIGNMENT OF DECLARANT RIGHTS (this "Assignment") is granted this 10 day of April, 2023 (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 Purchase 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 from Assignor during the two prior closings contemplated by the Purchase Contract (the "Previous Takedown Lots"), and now, on an even date herewith, Assignor is conveying to Assignee the remaining Lots Assignor agreed to convey to Assignee under the Purchase Contract (the "Final Takedown Lots"), more particularly described in **EXHIBIT A**. The Previous Takedown Lots and Final Takedown Lots are referred to herein collectively as the "Purchased Lots."

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

- F. Assignor has previously granted to Assignee that certain Assignment of Declarant Rights recorded as CFN# 2022086680 in Official Records Book 7804, Page 1472 in the Public Records of Marion County, Florida (the "*Prior Assignment*"). By this instrument Assignor and Assignee wish to amend, restate, and replace in its entirety the Prior Assignment.

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:

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

- 1.1. *Declaration* – One or more of the following:

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, all as recorded in the Public Records of Marion County, Florida, and 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, all as recorded in the Public Records of Marion County, Florida, and as may be subsequently amended.

1.1.3. *St. Andrews Declaration* - That certain instrument recorded in Official Records Book 4002, Page 1 (the "*Original St. Andrews Declaration*"), as amended or affected by instruments recorded in Official Records Book 4070, Page 487 and in Official Records Book 5275, Page 1710, all as recorded in the Public Records of Marion County, Florida, 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 agrees this Assignment restates and replace in its entirety the Prior Assignment. Assignee 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, Original Grand Park North Declaration, and Original St. Andrews 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 exemptions and rights of Assignor under Section 9.1 of the Original Grand Park Declaration, Original Grand Park North Declaration, and Original St. Andrews Declaration (as all may have been subsequently amended), exempting Assignee, as Declarant, from the provisions of Article IX, including without limitation, exemption from any provision in Article IX of the applicable Declaration establishing a minimum square footage requirement, or minimum width, for Residential Units and exemption from any provision in Section 9.11 of the applicable Declaration establishing restrictions on parking and commercial vehicles.
 - 2.1.3. All rights of Assignor under Section 9.2 of the Original Grand Park Declaration, Original Grand Park North Declaration, and Original St. Andrews Declaration (as all may have been subsequently amended), allowing Assignee, as Declarant, to utilize the Purchased Lots for model homes, sales displays, parking lots, sales offices and other offices, or any combination of such uses.
 - 2.1.4. All rights of Assignor under Section 9.17 of the Original Grand Park Declaration, Original Grand Park North Declaration, and Original St. Andrews Declaration (as all may have been subsequently amended), allowing Assignee, as Declarant, to install walls and fences within the Purchased Lots.
 - 2.1.5. All rights of Assignor under Section 10.10 of the Original Grand Park Declaration, Original Grand Park North Declaration, and Original St. Andrews Declaration (as all may have been subsequently amended), including without limitation, the right for Assignee, as Declarant, to (i) make use of unsold Residential Units, Common Areas and all other facilities and improvements located within the Subdivision for the purpose of maintaining models, guest accommodations, sales offices, administrative offices and conducting sales and promotional activities of all kinds whatsoever; (ii) display signs, billboards, placards and other visual materials; and (iii) use all parking areas within the Subdivision (except those contained within Lots already conveyed to third-party purchasers) for prospective purchasers or such other parties as it determines.
- 2.2. The foregoing apply only to the Purchased Lots and Assignee has no Declarant Rights as to any Lots other than the Purchased 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.** In the event that 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: Robert Whittington
Robert Whittington
Manager

Deborah Bowman
Witness

Print Witness Name

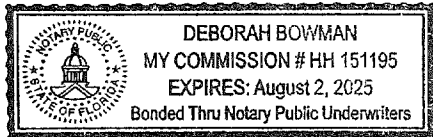
Tammy Cottle
Witness

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 6 day of April 2023, by Robert Whittington as Manager of CCW of Marion County, LLC, a Florida limited liability company, on behalf of such company.



Robert Whittington
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: _____

[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.

[Signature]
Witness
Danielle Janse van Rensburg
Print Witness Name
[Signature]
Witness
Lee Pancama
Print Witness Name

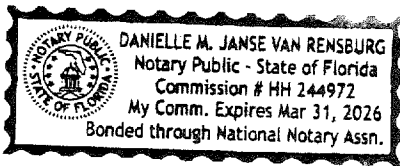
ASSIGNEE

Lennar Homes, LLC, a Florida limited liability company

By: *[Signature]*
Name: Scott Keiling
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of April, 2023, by Scott Keiling as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of such company.



[Signature]
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:

X 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 1 and 3, St. Andrews, according to the plat thereof, as recorded in Plat Book 10, Pages 11 through 13, of the Public Records of Marion County, Florida.

Parcel 2:

Lots 3, 4, 5, 7, 13, 18, 19 and 22, 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 3:

Lots 1, 41, 43, 48, 49, 50, 51, 52, 53, 54, 58, 59, 62, 63, 68, 69, 70, 74, 75, 76, 78, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 115, 116, 117, 118, 119, 120, 121, 123, 124, 125, 126, and 127, 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.