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KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
ASAMS Receipt#1134158

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

David P. Barker, Esq.  
Roetzel & Andress, LPA  
420 South Orange Avenue  
CNL Center II, 7th Floor  
Orlando, FL 32801  
(407) 835-8553



**PARTIAL ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT  
OF DECLARANT'S RIGHTS  
(MASTER DECLARATION: THE WOODLANDS)**

THIS PARTIAL ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF DECLARANT'S RIGHTS ("**Assignment**") is made on this 10<sup>th</sup> day of FEBRUARY, 2009, by and between **CENTEX HOMES**, a Nevada general partnership, whose address is 3020 S. Falkenburg Road, Riverview, Florida 33578 ("**Assignor**") and **BUFFALO-NORTHPORT ASSOCIATES, LLC**, a Florida limited liability company, whose address is 8441 Cooper Creek Blvd., University Park, Florida 34201 ("**BNA**") and **PGCI II, LLC**, a Florida limited liability company, whose address is 8210 Lakewood Ranch Boulevard, Bradenton, Florida 34202 ("**PGCI**") (collectively, the "**Assignee**").

**RECITALS**

A. Assignor is the Declarant and has certain rights and obligations under the terms of that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for the Woodlands recorded February 6, 2006 at Official Records Instrument Number 2006023093, of the Public Records of Sarasota County, Florida (the "**Master Declaration**").

B. Assignee is the owner of certain real property which is subject to the Master Declaration (the "**Assignee's Property**").

C. The Master Declaration provides that any or all of Assignor's rights and obligations as Declarant, as set forth in the Master Declaration, may, except to the extent restricted by Florida law, be transferred, in whole or in part, from time to time, to another individual, corporation, partnership, trustee, or any other legal entity.

D. Assignor wishes to assign to Assignee certain rights, benefits, duties and obligations of Declarant under the Master Declaration for the Assignee's Property, and Assignee wishes to accept the same.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals. The recitals hereto are true and correct and are incorporated herein as if fully set forth below.

2. Definitions. Capitalized terms used in this Assignment shall have the same meanings given to such terms in the Master Declaration, unless otherwise indicated in this Assignment.

3. Assignment of Declarant's Rights. Assignee shall have all rights of the Declarant with respect to the Assignee's Property only, and Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, the rights, benefits, duties and obligations of Declarant for and limited to the Assignee's Property, as may be granted or imposed under the provisions of the Master Declaration.

4. Assumption. Assignee hereby accepts and assumes the rights, benefits, duties and obligations assigned to Assignor pursuant to Section 3 hereof under the terms of the Master Declaration with respect to Assignee's Property and agrees to perform all duties and obligations of Assignor under the terms of the Master Declaration for the Assignee's Property.

5. Right to Transfer or Assign. Notwithstanding provisions to the contrary in Section 4 above, Assignee shall have the right to subsequently transfer or assign, in whole or in part, the rights, benefits, duties and obligations assigned hereunder to another individual, corporation, partnership, trustee, or any other legal entity, which is the fee owner of Assignee's Property.

6. Remaining Property; Modification. This assignment shall not be considered a "whole" assignment. Assignee shall only have rights of a Declarant as they relate to and affect the Assignee's Property and shall have no rights as Declarant with regard to land encumbered by the Master Declaration that is or was formerly owned by Assignor. Assignee shall not have the right to modify, amend, or supplement the Master Declaration without Assignor's written approval. Assignor shall not have the right to modify, amend, or supplement the Master Declaration without Assignee's written approval.

7. Binding Effect. All of the covenants, terms and conditions set forth herein, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption.

**WITNESSES:**

[Signature]  
Signature

Debra M. Choma  
Print Name

[Signature]  
Signature

J. E. Maxson  
Print Name

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of FEBRUARY, 2009, by BRETT LUNDERVAN, as VP/PRESIDENT of **CENTEX REAL ESTATE CORPORATION**, a Nevada corporation and a managing general partner of **CENTEX HOMES**, a Nevada general partnership, on behalf of the corporation and the partnership. He  is personally known to me or  produced FL DL as identification.

**ASSIGNOR:**

**CENTEX HOMES**, a Nevada general partnership

By: **CENTEX REAL ESTATE CORPORATION**, a Nevada corporation, as Managing General Partner

By: [Signature]  
Name: BRETT LUNDERVAN  
Title: PRESIDENT  
Date: 2/10/09



[Signature]  
NOTARY PUBLIC  
Print Name: J. E. MAXSON  
My Commission Expires: 1/2/2012

WITNESSES:

Sherry A. Keklak  
Signature  
Sherry A. Keklak  
Print Name

Kim Owens  
Signature  
Kim Owens  
Print Name

STATE OF <sup>New York</sup> FLORIDA  
COUNTY OF Erie

The foregoing instrument was acknowledged before me this 2nd day of February, 2009, by David H. Baldauf, as Manager of **BUFFALO-NORTHPORT ASSOCIATES, LLC**, a Florida limited liability company. He [] is personally known to me or [] produced \_\_\_\_\_ as identification.

ASSIGNEE:

**BUFFALO-NORTHPORT ASSOCIATES, LLC**, a Florida limited liability company

By: [Signature]  
Name: DAVID H. BALDAUF  
Title: MANAGER  
Date: 2/2/09

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Sherry A. Keklak  
NOTARY PUBLIC  
Print Name: Sherry A. Keklak  
My Commission Expires: \_\_\_\_\_

**SHERRY A. KEKLAK**  
Notary Public, State of New York  
Registration No. 01KE6018498  
Qualified in Erie County  
My Commission Expires January 11, 20 11

WITNESSES:

Sherry A. Keklak  
Signature  
SHERRY A. KEKLAK  
Print Name

Kim Owens  
Signature  
Kim Owens.  
Print Name

STATE OF ~~FLORIDA~~ New York  
COUNTY OF Erie

The foregoing instrument was acknowledged before me this 2nd day of February, 2009, by David H. Baldorf, as Manager of PGCI II, LLC, a Florida limited liability company. He  is personally known to me or  produced \_\_\_\_\_ as identification.

ASSIGNEE:

PGCI II, LLC,  
a Florida limited liability company

By: [Signature]  
Name: DAVID H. BALDORF  
Title: MANAGER  
Date: 2/2/09

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Sherry A. Keklak  
NOTARY PUBLIC  
Print Name: SHERRY A. KEKLAK  
My Commission Expires January 11, 2011  
Notary Public, State of New York  
Registration No. 01KE6018498  
Qualified in Erie County