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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2540809

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

David P. Barker, Esq.
DEAN, MEAD, EGERTON, BLOODWORTH,
CAPOUANO & BOZARTH, P.A.
420 S. Orange Ave., Suite 700
Orlando, Florida 32801
Phone: 407-428-5118

**PARTIAL ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT
OF DECLARANT'S RIGHTS**

(CYPRESS FALLS AT THE WOODLANDS)

THIS PARTIAL ASSIGNMENT AND ACCEPTANCE OF ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is made on this 24th day of July, 2020, by and between CENTEX HOMES, a Nevada general partnership, whose address is 301 North Cattlemen Road, Suite 108, Sarasota, Florida 34232 ("Assignor") and BUFFALO-NORTHPORT ASSOCIATES II, LLC, a Florida limited liability company, whose address is 200 South Orange Avenue, Sarasota, Florida 34236 ("Assignee").

RECITALS

A. Assignor is a Declarant and has certain rights and obligations under the terms of that certain Declaration of Covenants, Conditions and Restrictions for Cypress Falls at the Woodlands recorded in Official Records Instrument Number 2005167077, as amended by that certain First Amendment recorded in Official Records Instrument Number 2006023930, and as further amended by that certain Second Amendment recorded in Official Records Instrument Number 2006135650, and as further amended by that certain Third Amendment recorded in Official Records Instrument Number 2006157653, as partially assigned by that certain Partial Assignment and Acceptance of Assignment of Declarant's Rights recorded in Official Records Instrument Number 2009017561, and that certain Certificate of Amendment recorded in Official Records Instrument Number 2013169417, as amended by that certain Amendment and Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Cypress Falls at the Woodlands recorded in Official Records Instrument Number 2016127566, as partially assigned by that certain Partial Assignment and Acceptance of Assignment of Declarant's Rights recorded in Official Records Instrument Number 2016127567, as amended by that certain Certificate of Amendment recorded in Official Records Instrument Number 2017071987, that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Cypress Falls at the Woodlands recorded in Official Records Instrument Number 2018039465, all of the Public Records of Sarasota County, Florida (collectively, the "Cypress Falls Declaration").

B. Assignee has annexed certain real property described on Exhibit I attached hereto and incorporated herein (the "Annexed Property"), to the provisions of the Cypress Falls Declaration.

C. Section 10.5 of the Declaration provides that any or all of Assignor's rights and obligations as Declarant, as set forth in the 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 Cypress Falls Declaration for the Annexed 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 Cypress Falls Declaration, unless otherwise indicated in this Assignment.

3. **Assignment of Specified Rights.** Expressly excluding those rights delineated in Paragraph 4 below, Assignee shall have all rights of the Declarant with respect to the Annexed 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 Annexed Property, as may be granted or imposed under the following provisions of the Cypress Falls Declaration.

4. **Exclusion of Specified Rights.** Notwithstanding the provisions of Paragraph 3 above, Assignee shall not be entitled to exercise any of the rights of the Declarant, with respect to the Annexed Property set forth in the following provisions of the Declaration, without the prior consent of Assignor (as identified by Section number and heading). Likewise, Assignee shall not be entitled to exercise any of the rights of the Declarant set forth in the following provisions of the Declaration, with respect to the property initially encumbered by the Cypress Falls Declaration prior to the annexation of the Annexed Property, which property is or was formerly owned by Assignor (the "Assignor's Property") without the prior consent of Assignor (as identified by Section number and heading):

Article II, Section 2.1 Defined Terms – "Community Name"

Article III, Section 3.1 (b) – Fair Housing

Article III, Section 3.2 (a) through (g) - Restrictions on Occupancy

Article III, Section 3.4 (a) (b) (d) (e) (f) and (g) – Monitoring Compliance; Appointment of Attorney-in-Fact

Article III, Section 3.6 (a) through (e) – Amendment of Use Restrictions

Article IV, Section 4.3(a) – Architectural Guidelines, to the extent the Architectural Guidelines, adopted and promulgated as set forth in the Fourth Amendment, cannot be changed without approval by Assignor and Assignee (or their respective successors and assigns).

Article IV, Section 4.5 – Variance, to the extent that variances from compliance with the Architectural Guidelines cannot be granted without approval by Assignor.

Article VI, Section 6.3 (b) – Voting – Class "B"

Article VIII, Section 8.1 (a) and (b) - Budgeting and Allocating Common Expenses

Article IX, Section 9.1 - Annexation by Declarant

Article IX, Section 9.3 – Additional Covenants and Easements

Article XVII, Section 17.1 – No Liability For Third Party Acts, provided, however that this shall limit only Declarant's rights contained in the last paragraph of Section 17.1, and shall not be deemed to impair, reduce or waive the disclosure stating that Declarant is not insurer or guarantor with respect to either Assignor or Assignee.

Article XX, Section 20.1 – By Declarant

5. **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 Cypress Falls Declaration with respect to the

Annexed Property and agrees to perform all duties and obligations of Assignor under the terms of the Cypress Falls Declaration for the Annexed Property.

6. 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 the Annexed Property.

7. Remaining Property: Modification. This assignment shall not be considered a “whole” assignment as provided in Section 10.5 of the Declaration. Assignee shall only have rights of a Declarant as they relate to and affect the Annexed Property and shall have no rights as Declarant with regard to Assignor's Property. Assignee shall not have the right to modify, amend, or supplement the Declaration without Assignor's written approval. Assignor shall not have the right to modify, amend, or supplement the Declaration without Assignee's written approval.

8. 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.

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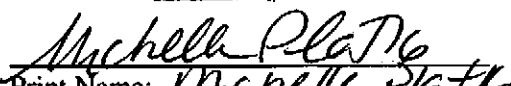
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption.


WITNESSES:

ASSIGNOR:

CENTEX HOMES, a Nevada general partnership

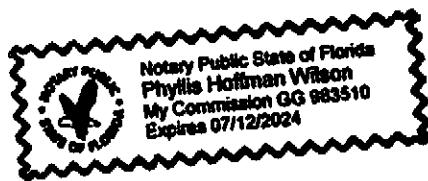
By: **CENTEX REAL ESTATE COMPANY, LLC,**
a Nevada limited liability company, as sole
Managing Partner, successor by conversion of
Centex Real Estate Corporation, a Nevada
corporation



Print Name: Colin Pember

Print Name: Michelle Platko

By: 
Name: MICHAEL WOOLEY
Title: V.P. LAND ACQUISITOR

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22 day of JULY, 2020, by MICHAEL WOOLEY, as V.P. LAND ACO of Centex Real Estate Company, LLC, as successor by conversion by Centex Real Estate Corporation, a Nevada corporation, as the Managing Partner of Centex Homes, a Nevada general partnership, for and on behalf of the company and general partnership. He is personally known to me or produced _____ as identification.




NOTARY PUBLIC
Print Name: Phyllis Hoffman Wilson
My Commission Expires: 7/12/24

WITNESSES:

Michele Zink
Print Name: Michele Zink

Print Name: _____

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 20 day of July, 2020, by James R. Schier as Manager of Buffalo-Northport Associates II, LLC, a Florida limited liability company, on behalf of the company. (S)He is personally known to me or produced as identification.



ASSIGNEE:

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

By: *James R. Schier*
Name: James R. Schier
Title: Manager of Blackrock Investors III, LLC
Manager

Michele Zink
NOTARY PUBLIC
Print Name: Michele Zink
My Commission Expires: _____

EXHIBIT 1

Legal Description of Annexed Property (a/k/a Cypress Falls Phase 2E)

A parcel of land lying in Sections 7 and 18, Township 39 South, Range 22 East, Sarasota County, Florida, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 18, Township 39 South, Range 22 East, run thence along the South boundary of Section 17, Township 39 South, Range 22 East, Sarasota County, Florida, also being the South boundary of LAKESIDE PLANTATION, according to the plat thereof recorded in Plat Book 41, Pages 17 through 171, inclusive, of the Public Records of Sarasota County, Florida, as monumented, S.89°42'45"E., 1240.05 feet to the Southeast corner of said LAKESIDE PLANTATION, also being POINT "O" of said plat; thence along the East boundary of said LAKESIDE PLANTATION, as monumented, N.00°18'52"E., 1554.54 feet to the Northeast corner of said LAKESIDE PLANTATION, also being POINT "F" of said plat; thence along the Northernly boundary of said LAKESIDE PLANTATION, as monumented, the following four (4) courses: 1) N.75°28'28"W., 2441.86 feet to POINT "E" of said plat; 2) N.89°42'30"W., 681.55 feet to the Northwest corner of PLANTATION BOULEVARD, according to said LAKESIDE PLANTATION, for a POINT OF BEGINNING; 3) continue N.89°42'30"W., 1899.25 feet to POINT "D" of said plat; thence N.08°31'42"E., 142.59 feet to POINT "C" of said plat; thence N.32°15'00"E., 318.00 feet; thence N.05°30'00"E., 50.00 feet; thence N.33°00'00"W., 50.00 feet; thence N.16°30'00"E., 240.00 feet; thence N.21°00'00"W., 240.00 feet; thence N.41°15'00"E., 483.00 feet; thence N.85°30'00"E., 1152.03 feet; thence N.05°00'00"E., 1048.38 feet; thence S.85°22'25"E., 214.54 feet to a point of curvature; thence Easterly, 232.98 feet along the arc of a curve to the left having a radius of 1208.55 feet and a central angle of 11°02'39" (chord bearing N.89°08'16"E., 232.80 feet); thence N.06°25'04"W., 140.00 feet to a point on a curve; thence Easterly, 462.60 feet along the arc of said curve to the left having a radius of 1068.55 feet and a central angle of 24°48'16" (chord bearing N.71°10'48"E., 458.98 feet) to a point of tangency; thence N.58°48'40"E., 254.63 feet to a point of curvature; thence Easterly, 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.78°13'20"E., 35.36 feet) to a point of tangency; thence S.31°13'20"E., 26.07 feet to a point of curvature; thence Southerly, 621.88 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 79°09'24" (chord bearing S.08°21'22"W., 573.42 feet) to a point of reverse curvature; thence Southwesterly, 325.82 feet along the arc of a curve to the left having a radius of 1250.00 feet and a central angle of 14°58'04" (chord bearing S.40°28'02"W., 324.90 feet) to a point of tangency; thence S.33°00'00"W., 738.32 feet to a point of curvature; thence Southerly, 485.28 feet along the arc of a curve to the left having a radius of 850.00 feet and a central angle of 32°42'41" (chord bearing S.16°38'40"W., 478.72 feet) to a point of tangency; thence S.00°17'19"W., 1331.05 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

CYPRESS FALLS PHASE 1B

A parcel of land lying in Section 18, Township 39 South, Range 22 East, Sarasota County, Florida and being more particularly described as follows:
Commence at the Northeast corner of said Section 18, run thence along the North boundary of the Northeast 1/4 of said Section 18, N.88°39'50"W., 945.28 feet to a point on a curve; thence Southerly, 586.25 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 74°38'39" (chord bearing S.10°36'44"W., 545.66 feet), to a point of reverse curvature; thence Southwesterly, 325.82 feet along the arc of a curve to the left having a radius of 1250.00 feet and a central angle of 14°58'04" (chord bearing S.40°28'02"W., 324.90 feet) to a point of tangency; thence S.33°00'00"W., 50.00 feet to the POINT OF BEGINNING; thence continue, S.33°00'00"W., 688.32 feet to a point of curvature; thence Southerly, 485.28 feet along the arc of a curve to the left having a radius of 850.00 feet and a central angle of 32°42'41" (chord bearing S.16°38'40"W., 478.72 feet) to a point of tangency; thence S.00°17'19"W., 50.00 feet; thence S.88°09'35"W., 304.05 feet; thence N.49°09'48"W., 552.58 feet; thence N.60°30'00"E., 438.63 feet; thence S.68°01'04"E., 172.69 feet; thence S.27°13'36"E., 99.78 feet to a point on a curve; thence Northwesterly, 40.84 feet along the arc of a curve to the left having a radius of 78.00 feet and a central angle of 30°00'00" (chord bearing N.48°09'00"E., 40.38 feet) to a point of tangency; thence N.33°00'00"E., 919.23 feet; thence S.53°00'00"E., 162.00 feet to a point of curvature; thence Easterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.78°00'00"E., 35.36 feet) to the POINT OF BEGINNING.

LESS AND EXCEPT:

CYPRESS FALLS PHASE 1E

A parcel of land lying in Sections 7 and 18, Township 39 South, Range 22 East, Sarasota County, Florida and being more particularly described as follows:
Commence at the Northeast corner of said Section 18, run thence along the North boundary of the Northeast 1/4 of said Section 18, N.88°39'50"W., 945.28 feet to a point on a curve; said point also being the POINT OF BEGINNING; thence Southerly, 586.25 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 74°38'39" (chord bearing S.10°36'44"W., 545.66 feet) to a point of reverse curvature; thence Southwesterly, 325.82 feet along the arc of a curve to the left having a radius of 1250.00 feet and a central angle of 14°58'04" (chord bearing S.40°28'02"W., 324.90 feet) to a point of tangency; thence S.33°00'00"W., 50.00 feet to a point of curvature; thence Southerly, 485.28 feet along the arc of a curve to the left having a radius of 850.00 feet and a central angle of 32°42'41" (chord bearing S.16°38'40"W., 478.72 feet) to a point of tangency; thence S.00°17'19"W., 50.00 feet; thence S.88°09'35"W., 304.05 feet; thence N.49°09'48"W., 552.58 feet; thence N.60°30'00"E., 438.63 feet; thence S.68°01'04"E., 172.69 feet; thence S.27°13'36"E., 99.78 feet to a point on a curve; thence Northwesterly, 40.84 feet along the arc of a curve to the left having a radius of 78.00 feet and a central angle of 30°00'00" (chord bearing N.48°09'00"E., 40.38 feet); thence N.33°00'00"E., 919.23 feet; thence S.53°00'00"E., 162.00 feet to a point of curvature; thence Easterly, 39.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing N.78°00'00"E., 35.36 feet) to a point of tangency; thence S.31°13'20"E., 26.07 feet to a point of curvature; thence Southerly, 35.44 feet along the arc of a curve to the right having a radius of 450.00 feet and a central angle of 04°30'45" (chord bearing S.28°57'58"E., 35.43 feet) to the POINT OF BEGINNING.

09°39"E., 63.79 feet; thence S.72°27'12"E., 63.77 feet; thence S.89°07'36"E., 43.45 feet; thence S.50°00'00"E., 296.00 feet; thence S.58°59'30"E., 190.00 feet; thence S.10°00'00"E., 320.25 feet; thence S.28°00'00"E., 280.42 feet; thence S.00°00'00"W., 134.28 feet; thence S.00°00'00"W., 164.08 feet; thence N.87°00'00"W., 70.50 feet; thence S.02°00'00"W., 110.00 feet; thence S.95°39'04"W., 135.68 feet; thence N.48°24'39"W., 580.36 feet; thence S.88°51'06"W., 397.30 feet; thence N.80°23'00"W., 128.00 feet to a point on a curve; thence Southerly, 12.80 feet along the arc of a curve to the right having a radius of 128.00 feet and a central angle of 05°51'58" (chord bearing S.12°33'59"W., 12.78 feet) to a point of compound curvature; thence Southerly, 31.31 feet along the arc of a curve to the right having a radius of 875.00 feet and a central angle of 62°03'01" (chord bearing S.16°30'29"W., 31.31 feet); thence N.72°28'00"W., 248.97 feet; thence N.89°42'41"W., 842.38 feet; thence N.00°17'19"E., 60.85 feet to a point of curvature; thence Northerly, 47.20 feet along the arc of a curve to the right having a radius of 750.00 feet and a central angle of 03°30'20" (chord bearing N.02°06'29"E., 47.19 feet); thence N.63°41'02"E., 108.27 feet; thence N.74°14'09"E., 42.99 feet; thence N.88°11'41"E., 74.72 feet; thence N.17°02'45"E., 75.14 feet; thence N.18°30'24"W., 77.52 feet to a point of curvature; thence Northerly, 27.07 feet along the arc of a curve to the right having a radius of 20.00 feet and a central angle of 77°33'00" (chord bearing N.22°15'06"E., 25.05 feet) to a point of tangency; thence N.61°02'38"E., 46.61 feet; thence N.13°30'00"W., 77.77 feet; thence N.14°00'00"E., 73.87 feet; thence N.35°30'00"E., 64.55 feet; thence N.57°00'00"E., 70.74 feet; thence N.82°30'00"E., 85.97 feet; thence S.88°21'23"E., 62.67 feet; thence N.32°59'11"E., 67.74 feet; thence N.17°35'00"E., 62.11 feet; thence N.23°30'00"E., 62.64 feet; thence N.57°00'00"W., 135.01 feet to a point of curvature; thence Westwesterly, 38.27 feet along the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" (chord bearing S.78°00'00"W., 35.36 feet) to a point of cusp; thence N.33°00'00"E., 100.00 feet to a point of curvature; thence Northwesterly, 298.75 feet along the arc of a curve to the right having a radius of 1150.00 feet and a central angle of 14°58'04" (chord bearing N.40°28'02"E., 298.90 feet) to a point of reverse curvature; thence Northwesterly, 425.88 feet along the arc of a curve to the left having a radius of 530.00 feet and a central angle of 44°11'02" (chord bearing N.25°47'33"E., 414.59 feet) to the POINT OF BEGINNING.

THE ABOVE ALSO BEING DESCRIBES AS FOLLOWS:

DESCRIPTION: A parcel of land lying in Section 18, Township 39 South, Range 22 East, Sarasota County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of Section 17, Township 39 South, Range 22 East, Sarasota County, Florida, said point also being on the South boundary of LAKESIDE PLANTATION, according to the plat thereof as recorded in Plat Book 41, Pages 17 and 17A through 171, inclusive, of the Public Records of Sarasota County, Florida, run thence along the South boundary of said Section 17 and said South boundary of LAKESIDE PLANTATION, S.89°42'45"E., 1240.05 feet to the Southeast corner of said LAKESIDE PLANTATION; thence along the East boundary of said LAKESIDE PLANTATION, N.00°18'52"E., 1554.54 feet to the Northeast corner of said LAKESIDE PLANTATION; thence along the Northernly boundary of said LAKESIDE PLANTATION, the following five (5) courses: 1) N.75°28'28"W., 2441.86 feet; 2) N.89°42'30"W., 581.55 feet to the Southeast corner of the 100.00 foot wide right-of-way for PLANTATION BOULEVARD, as recorded in Official Records Instrument No. 2005275736, of the Public Records of Sarasota County, Florida; 3) along the South boundary of said right-of-way for PLANTATION BOULEVARD, continue N.89°42'30"W., 100.00 feet to the Southwest corner of said right-of-way for PLANTATION BOULEVARD, said point also being the POINT OF BEGINNING; 4) continue N.89°42'30"W., 1899.25 feet; 5) N.08°31'42"E., 142.59 feet; thence N.32°15'00"E., 318.00 feet; thence N.05°30'00"E., 50.00 feet; thence N.33°00'00"W., 50.00 feet; thence N.16°30'00"E., 240.00 feet; thence N.21°00'00"W., 240.00 feet; thence N.41°15'00"E., 483.00 feet; thence N.85°30'00"E., 713.24 feet to the Westernmost corner of CYPRESS FALLS PHASE 1B, according to the plat thereof as recorded in Plat Book 45, Page 40, of the Public Records of Sarasota County, Florida; thence along the Southerly boundary of said CYPRESS FALLS PHASE 1B, the following two (2) courses: 1) S.49°59'40"E., 532.88 feet; 2) N.88°06'35"E., 364.56 feet to a point on the Westernly right-of-way line of the aforesaid PLANTATION BOULEVARD; thence along said Westernly right-of-way line of PLANTATION BOULEVARD, S.00°17'19"W., 1281.08 feet to the POINT OF BEGINNING.

Containing 54.989 acres, more or less.