

9/25/2020 4:18 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2565975

**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

REASSIGNMENT OF DECLARANT'S RIGHTS

(CYPRESS FALLS AT THE WOODLANDS)

THIS REASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is made on this 25th day of September, 2020, by and between **BUFFALO-NORTHPORT ASSOCIATES II, LLC**, a Florida limited liability company, whose address is 200 South Orange Avenue, Sarasota, Florida 34236 ("Assignor") and **CENTEX HOMES**, a Nevada general partnership, whose address is 301 North Cattlemen Road, Suite 108, Sarasota, Florida 34232 ("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, as partially assigned by that certain Partial Assignment and Acceptance of Assignment of Declarant's Rights dated July 24, 2020 and recorded July 24, 2020 in Official Records Instrument Number 2020098406, as amended by that Amendment and Supplemental Declaration to Declaration of Covenants, Conditions and Restriction for Cypress Falls at the Woodlands recorded July 24, 2020 in Official Records Instrument Number 2020098407, all of the Public Records of Sarasota County, Florida (collectively, the "Cypress Falls Declaration").

B. Assignor has annexed certain real property described on **Exhibit 1** 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. Assignee shall have all rights of the Declarant assignable by Assignor with respect to the Annexed Property, and Assignor does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, all of Assignor's rights, benefits, duties and obligations of Declarant with respect to the Annexed Property, as may be granted or imposed under the provisions of the Cypress Falls 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 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.

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 the Annexed Property.

6. Remaining Property; Modification. This Assignment shall not be considered a "whole" assignment as provided in Section 10.5 of the Declaration. Assignee shall only assume the rights of a Declarant under this Assignment as they relate to and affect the Annexed Property; provided, however, that this Assignment shall not modify or alter any of Assignee's existing rights under the Cypress Falls Declaration which were granted or conveyed by separate instruments.

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:

ASSIGNOR:

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

Amy R. Mallon
Print Name: Amy R. Mallon

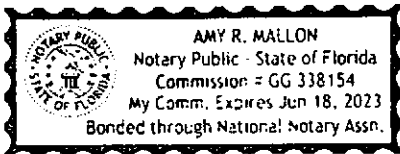
Veronica McGuire
Print Name: Veronica McGuire

By: *James R. Schier*
Name: James R. Schier
Title: Mgr Blackrock Investors VIII, LLC

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 18 day of September, 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.



Amy R. Mallon
NOTARY PUBLIC
Print Name: Amy R. Mallon
My Commission Expires: _____

WITNESSES:

ASSIGNEE:

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

[Handwritten Signature]

Print Name: Elia Fleming

[Handwritten Signature]

Print Name: Cristobal Reyes

[Handwritten Signature]

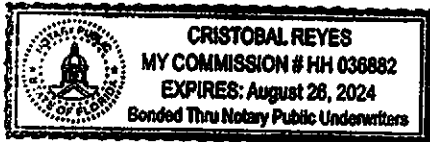
By: _____

Name: TONY SCHUTT

Title: VP FINANCE

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 23rd day of September, 2020, by Tony Schutt, as VP Finance - SWFL 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.



[Handwritten Signature]

NOTARY PUBLIC _____

Print Name: _____

My Commission Expires: _____

EXHIBIT 1

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

CYPRESS FALLS PHASE 2E:

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 17I, 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°16'52"E., 1554.64 feet to the Northeast corner of said LAKESIDE PLANTATION; thence along the Northerly boundary of said LAKESIDE PLANTATION, the following five (5) courses: 1) N.75°28'28"W., 2441.86 feet; 2) N.89°42'50"W., 581.55 feet to the Southeast corner of the 100.00 feet wide right-of-way for PLANTATION BOULEVARD, as recorded in Official Records Instrument No. 2005275738, of the Public Records of Sarasota County, Florida; 3) along the South boundary of said right-of-way for PLANTATION BOULEVARD, continue N.89°42'50"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°42'50"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.65°30'00"E., 713.24 feet to the Westerlymost corner of CYPRESS FALLS PHASE 1B, according to the plat thereof as recorded in Plat Book 45, Pages 40 and 40A through 40D, inclusive, 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°59'46"E., 552.58 feet; 2) N.88°06'35"E., 364.56 feet to a point on the Westerly right-of-way line of the aforesaid PLANTATION BOULEVARD; thence along said Westerly right-of-way line of PLANTATION BOULEVARD, S.00°17'19"W., 1281.06 feet to the POINT OF BEGINNING.