

PREPARED BY AND RETURN TO
Randolph J. Rush, Esquire
Winderweedle, Haines, Ward & Woodman, PA
Post Office Box 880
Winter Park, Florida 32790

**ASSIGNMENT OF DECLARANT AND
DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND UNDER PROPERTY DEVELOPMENT
RIGHTS FOR GRAND LANDINGS**

THIS ASSIGNMENT OF DECLARANT AND DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND UNDER PROPERTY DEVELOPMENT RIGHTS FOR GRAND LANDINGS (this "Assignment") is made effective as of this 9th day of July, 2014 (the "Effective Date") by **CITATION BOULEVARD INVESTMENTS, LLC, a Florida limited liability company**, whose address is Post Office Box 568821, Orlando, Florida 32856-8821 (the "Assignor") and **JTL GRAND LANDINGS DEVELOPMENT LLC, a Texas limited liability company**, whose address is 4807 West Lovers Lane, Second Floor, Dallas, Texas 75209 (the "Assignee").

R E C I T A L S:

A. Assignor is the Assignee under that certain Assignment of Declarant and Developer's Rights and Obligations Under Declaration of Covenants, Conditions and Restrictions and Under Property Development Rights for Grand Landings, recorded October 4, 2012 in Official Records Book 1896, Page 1066, Public Records of Flagler County, Florida, wherein Assignor was assigned all of the rights, title, interest, privileges, exemptions and obligations of the "Declarant" under that certain Declaration of Covenants and Restrictions for Grand Landings recorded on April 27, 2007, in Official Records Book 1567, Page 797, as amended by that certain First Amendment to the Declaration of Covenants and Restrictions for Grand Landings, recorded on September 12, 2007 in Official Records Book 1613, Page 1625, as further amended by that certain Second Amendment to the Declaration of Covenants and Restrictions for Grand Landings, recorded on October 4, 2012 in Official Records Book 1896, Page 972, all of the Public Records of Flagler County, Florida (collectively, the "Declaration"), which Declaration encumbers certain real property located in Flagler County, Florida, generally known as the "Grand Landings Project" and more particularly described in the Declaration. Capitalized terms used in this Assignment without definition shall have the same meanings as given to such terms in the Declaration.

B. Assignor has conveyed to Assignee the remaining lands within the Grand Landings Project, and more particularly described in that certain Special Warranty Deed from Assignor in favor of Assignee dated contemporaneously herewith, and to be recorded in the Public Records of Flagler County, Florida (the "Property").

C. Assignor and Assignee acknowledge that some or all of the Property is subject to various declarations of covenants, conditions and restrictions, including but not limited to the Declaration and any other amendments or supplements to any of the foregoing. The foregoing documents, together with any other declarations of covenants, conditions and restrictions and amendments and supplements thereto applicable to the Property are collectively referred to herein as the "Governing Documents."

D. The Property is subject to any applicable land use and zoning requirements, including but not limited to the terms of any planned unit development ordinance and/or planned unit development agreement applicable to the Property (the "PUD") and the applicable requirements of all governmental authorities as the same may be amended from time to time (collectively, the "Property Development Rights"), including but not limited to all rights and obligations of the Assignor under that certain Grand Landings Pre-Annexation Agreement dated March 27, 2007, between Assignor and the City of Palm Coast and under that certain Utility Agreement for Water and Wastewater Service dated March 26, 2007 between Assignor and the City of Palm Coast, and recorded at Book 1563 Page 688, in the Official Records of Flagler County, Florida.

E. In connection with Assignor's conveyance of the Property to Assignee, and by execution of this Assignment and recording of same in the Public Records of Flagler County, Florida, and in accordance with the provisions of Article XI, Section 11.9 of the Declaration, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume from Assignor, all of Assignor's rights, title, interest, privileges, exemptions and obligations accruing from and after the date hereof (i) as the Declarant and/or the Developer under the Declaration, and (ii) under the Property Development Rights.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Recitals.** The above stated Recitals are true and correct and by this reference are incorporated herein, provided notwithstanding anything to the contrary, Assignor makes no representations or warranties with respect to any matters in this Assignment.

2. **Assignment.** Assignor hereby assigns and transfers to Assignee, all of Assignor's rights, title, interest, privileges, exemptions and obligations under the Governing Documents as Declarant and/or Developer and/or otherwise under the Governing Documents and under the Property Development Rights (collectively, the "Declarant and Developer's Rights"). The foregoing includes, without limitation, all rights and privileges of the Declarant under Article VIII of the Declaration with respect to the Architectural Control of the Property.

3. **Acceptance and Assumption.** Assignee hereby accepts Assignor's assignment of all of the rights, title, interest, privileges, exemptions and obligations in and to the Declarant and Developer's Rights as assigned by the Assignor pursuant to Section 2 above, and Assignee agrees to assume and perform all of the rights and obligations of the Assignor under the Governing Documents, the Declarant and Developer's Rights and under the Property Development Rights

accruing from and after the date hereof. Assignee agrees to comply with the Governing Documents and with the applicable provisions of the Property Development Rights, and any obligations contained therein.

4. **Status of Governing Documents and Property Development Rights.** Assignor represents and warrants that, to the actual knowledge of Assignor, the Governing Documents and Property Development Rights are valid and in full force and effect, and have not been modified or amended, except as described herein or on Exhibit "A" attached hereto, and that there are no defaults of Assignor thereunder, nor are there any events that have occurred thereunder that with the giving of notice or passage of time could constitute an event of default by Assignor thereunder.

5. **Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

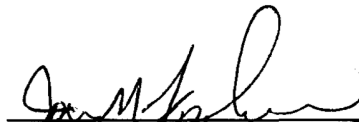
6. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the successors-in-interest and assigns of each party hereto.

[Remainder of page intentionally left blank]

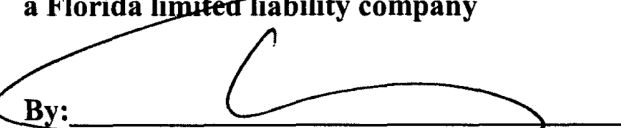
IN WITNESS WHEREOF, Assignor and Assignee have caused this document to be signed and sealed as of the date first above written.

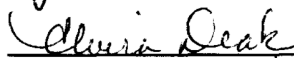
Signed, sealed and delivered
in the presence of:

CITATION BOULEVARD INVESTMENTS, LLC
a Florida limited liability company


Print Name: Joan M. Fisher

By:


Daryl M. Carter, Manager

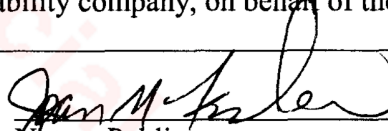

Print Name: OLIVIA DEAK

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING instrument was sworn to, subscribed and acknowledged before me this 9th day of July, 2014, by DARYL M. CARTER, as Manager of CITATION BOULEVARD INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company, ☒ who is personally known to me or ☐ who produced _____ as identification.



JOAN M. FISHER
MY COMMISSION # FF 028166
EXPIRES: July 16, 2017
Bonded Thru Budget Notary Services


Notary Public
My Commission Expires: 07/16/2017

Signed, sealed and delivered
in the presence of:

JTL GRAND LANDINGS DEVELOPMENT LLC
a Texas limited liability company

Terry W. Harris
Print Name: TERREY W. HARRIS

By: *[Signature]*

Name: DAVID WEST

Title: Manager

Leslie D. Browne
Print Name: Leslie D. Browne

STATE OF TEXAS

COUNTY OF DALLAS

THE FOREGOING instrument was sworn to, subscribed and acknowledged before me this 9th day of July, 2014, by David West, as Manager of JTL GRAND LANDINGS DEVELOPMENT LLC, a Texas limited liability company, on behalf of the company, [☒ who is personally known to me or [☐ who produced _____ as identification.

Brenda D. Murphy
Notary Public
My Commission Expires: 12-01-16

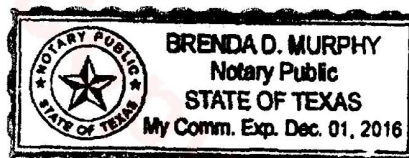


EXHIBIT "A"

[Amendments]

NONE

Unofficial Copy