

DOC# 20120637749 B: 10482 P: 0811
12/03/2012 03:56:47 PM Page 1 of 3
Rec Fee: \$27.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: CARL SHAKARIAN



**ASSIGNMENT AND ASSUMPTION
OF DECLARANT'S RIGHTS AND OBLIGATIONS**
(Unit Four)

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND OBLIGATIONS ("Assignment"), effective as of December 3, 2012, by and between HIAWASSEE ORLANDO, LLC, a Florida limited liability company, whose address is 6401 Time Square Ave., Suite A-1, Orlando, FL 32835 ("Assignor"), and WESTPOINTE DEVELOPMENT GROUP, LLC, a Florida limited liability company, whose address is 6401 Time Square Ave., Suite A-1, Orlando, FL 32835 ("Assignee");

WITNESSETH:

WHEREAS, on even date herewith, Assignee is purchasing from Assignor certain property located in the development commonly referred to as MetroWest; and

WHEREAS, the Property is encumbered by that certain Declaration of Protective Covenants and Restrictions for METROWEST UNIT FOUR REPLAT, recorded January 10, 1991, in Official Records Book 4253, Page 479, Public Records of Orange County, Florida; as amended by First Amendment to Declaration of Protective Covenants and Restrictions for METROWEST UNIT FOUR REPLAT recorded August 30, 1996, in Official Records Book 5114, Page 1081, Public Records of Orange County, Florida; Assignment and Assumption of Declarant's Rights and Obligations recorded October 25, 2000 in Official Records Book 6115, Page 4279, Public Records of Orange County, Florida and Assignment and Assumption of Declarant's Rights and Obligations recorded July 30, 2009 in Official Records Book 9910, Page 3773, Public Records of Orange County, Florida (collectively, the "Declaration"); and

WHEREAS, Assignor is successor to the Developer under the Declaration pursuant to that certain Assignment and Assumption of Declarant's Rights and Obligations dated October 24, 2000 from Debra, Inc., a Florida corporation, to and in favor of Leslie, LLC, as recorded October 25, 2000 in Official Records Book 6115, Page 4279; Assignment and Assumption of Declarant's Rights and Obligations dated January 14, 2005, from Leslie, LLC in favor of Alliance, LLC, as recorded in Official Records Book 7786, Page 2810, and Assignment and Assumption of Declarant's Rights and Obligations dated June 25, 2009 from Alliance, LLC, a Florida limited liability company, to and in favor of Hiawassee Orlando, LLC, as recorded July

30, 1009 in Official Records Book 9910, Page 3773, Public Records of Orange County, Florida (the "Alliance Assignment"); and

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest in and to, and Assignee has agreed to accept and assume from Assignor, all liabilities and obligations as Developer arising under the Declaration ("Declarant's Rights and Obligations"). Notwithstanding the foregoing, Assignee acknowledges that this assignment is subject to any limitations and exclusions with respect to the "Excluded Properties" and the "Reserved Rights", all as set forth with particularity in the Alliance Assignment;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

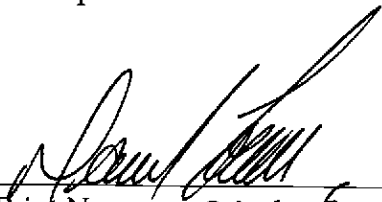
1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Assignment and Assumption. Assignor does hereby assign and transfer to Assignee, without representation or warranty, all of the Declarant's Rights and Obligations arising from and after the date hereof, subject to the Reserved Rights, and Assignee hereby accepts, assumes and agrees to perform and abide by all of the Declarant's Rights and Obligations arising from and after the date hereof, exclusive of the Reserved Rights.
3. Reservation of Rights. As provided above, Assignee acknowledges that Alliance, LLC may have reserved unto itself, its successors and assigns, the Reserved Rights (as defined in the Alliance Assignment), and that this Assignment shall not assign to Assignee any rights reserved to Alliance, or any corresponding obligations.
4. Effective Date. This Agreement is effective as of December 3, 2012.

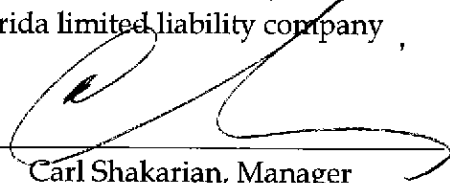
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Declarant's Rights and Obligations to be executed as of the 3rd day of December, 2012.


Signed, sealed and delivered
In the presence of:

ASSIGNOR:

HIAWASSEE ORLANDO, LLC
a Florida limited liability company ,


 Print Name: DANIEL FOUQUIER

By: 
 Carl Shakarian, Manager


 Print Name: Brandy Posey

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of December, 2012, by Carl Shakarian, as Manager of HIAWASSEE ORLANDO, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Julie Sanchez
Printed Name of Notary Public

My Commission Expires:



Signed, sealed and delivered
In the presence of:

ASSIGNEE:

WESTPOINTE DEVELOPMENT GROUP, LLC,
a Florida limited liability company

Print Name: DANIEL FURNIER

By: _____
Carl Shakarian, Manager

Print Name: Brandy Posey

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of December, 2012, by Carl Shakarian, as Manager of WESTPOINTE DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Signature of Notary Public

Julie Sanchez
Printed Name of Notary Public

My Commission Expires:

