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 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 01/19/2005 02:47:27 PM
 REC FEE 44.00

For Recording Purposes Only

Prepared By and Return To:
 Deborah H. Johnson, L.L.C.
 Broad and Cassel
 Bank of America Center
 P.O. Box 4961
 Orlando, Florida 32802-4961

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

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND OBLIGATIONS ("Assignment") is effective as of January 14, 2005, by and between **LESLIE, L.L.C.**, a Florida limited liability company, whose address is c/o SouthStar Development Partners, Inc., 255 Alhambra Circle, Suite 325, Coral Gables, Florida 33134 ("**Assignor**"), and **ALLIANCE LLC**, a Florida limited liability company, whose address is 1701 Park Center Drive, Orlando, Florida 32835 ("**Assignee**").

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 and 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 (collectively, the "**Declaration**"); and

WHEREAS, Assignor is the Declarant 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 Assignor as recorded October 25, 2000 in Official Records Book 6115, Page 4279, Public Records of Orange County, Florida; and

WHEREAS, Assignor, has agreed to assign to Assignee all of Assignor's right, title and interest in and to, and Assignee has agreed to accept and assume from Assignor, all liabilities and obligations as "**Declarant**" arising under, the Declaration ("**Declarant's Rights and**

Obligations”), except that Assignor reserves all right, title and interest, as “Declarant” in and to the Declaration with respect to those properties more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (“**Excluded Properties**”) (the “**Reserved Rights**”), all as more particularly described herein.

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, exclusive of 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, Assignor hereby reserves unto itself, its successors and assigns, the Reserved Rights, which rights shall specifically include, without limitation, all rights with respect to the design review and approval process as described in Article V of the Declaration (together with any ancillary rights Assignor deems necessary or desirable to allow Assignor to perform such functions) in order to ensure that the Excluded Properties shall be permitted to be developed consistent with the intent of the specific property as of the date of such property’s respective closing; provided, however, Assignee shall have the right to impose and collect the Assessments under and in accordance with the terms of the Declaration, as consistently applied. Neither Assignee, as successor developer, nor the association under the Declaration, shall have any review, approval or other rights with respect to the development of the Excluded Properties as long as such properties are developed consistent with the intent as of the respective closing dates. For purposes of this Assignment the date of the respective closings of the Excluded Properties shall be the dates upon which each of the respective Excluded Properties was conveyed to the entity that currently owns each of such parcels as of the date hereof.

SEE FOLLOWING PAGES FOR SIGNATURES

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Declarant's Rights to be executed as of the 14th day of January, 2005.

Signed, sealed and delivered in the presence of:

ASSIGNOR:

LESLIE, L.L.C., a Florida limited liability company

Wicki L Hardie
Print Name: Wicki L Hardie

By: [Signature]
Nathan D. Benson, Manager

Susan Orleans
Print Name: Susan Orleans

STATE OF VIRGINIA

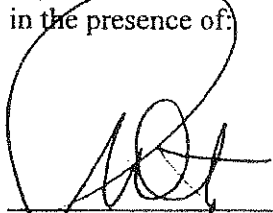
CITY OF VIRGINIA BEACH

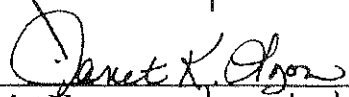
The foregoing instrument was acknowledged before me this 11 day of January, 2005, by **Nathan D. Benson** as Manager of **Leslie, L.L.C.**, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced N/A as identification.



[Signature]
(Signature of Notary Public)
K. MCKINZIE
(Typed name of Notary Public)
Notary Public, State of Virginia
Commission No.: N/A
My Commission Expires: 09-30-06

Signed, sealed and delivered
in the presence of:


Print Name: Lynna M White


Print Name: Janet K Lyon

ASSIGNEE:

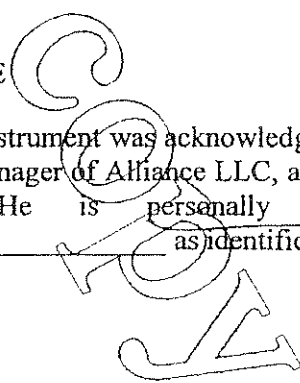
ALLIANCE LLC, a Florida limited liability
company

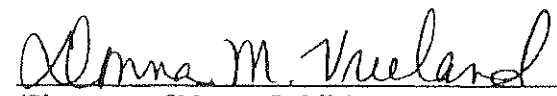
By: 
Ken Simback, Manager

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of January, 2005,
by **Ken Simback** as Manager of Alliance 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)



Donna M. Vreeland
MY COMMISSION # DD096881 EXPIRES
March 16, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

(Typed name of Notary Public)
Notary Public, State of Virginia
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"

Excluded Properties

Parcel One:

Lot 13, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida.

Parcel Two:

That certain parcel conveyed to Transeastern Villa Capri at Metrowest, LLC, a Florida limited liability company by virtue of those certain Special Warranty Deeds recorded April 22, 2004 in Official Records Book 7400, Page 502, and in Official Records Book 7400, Page 510, Public Records of Orange County, Florida

Parcel Three:

That certain parcel conveyed to Transeastern Strafford, LLC, a Florida limited liability company, by virtue of those certain Special Warranty Deeds recorded in Official Records Book 7254, Page 853, Public Records of Orange County, Florida, and in Official Records Book 7254, Page 861, Public Records of Orange County, Florida.