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Prepared by and after
recording return to:

Jessica Paz Mahoney, Esq.
DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 600
Clearwater, Florida 33764

Recording cross-reference:
O.R. Book 3795, Page 2515

**ASSIGNMENT OF DECLARANT'S RIGHTS
FOR
VERANDAH**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS FOR VERANDAH ("Assignment") is made effective as of October 9, 2012, by **VERANDAH DEVELOPMENT LLC**, a Florida limited liability company (the "Assignor"), having a mailing address of 9990 Coconut Road, Suite 200, Bonita Springs, Florida 34135, to and in favor of **HERITAGE WILLOW LLC**, a Florida limited liability company (the "Assignee"), having a mailing address of 701 S. Olive Ave., Suite 104, West Palm Beach, Florida 33401 with reference to the following facts:

WITNESSETH:

WHEREAS, Assignor is the "Declarant" as defined and provided for in that certain Declaration of Covenants, Conditions, and Restrictions for Verandah recorded in O.R. Book 3795, Page 2515 of the Public Records of Lee County, Florida ("Public Records"), as may have been amended and supplemented (collectively, the "Declaration"); and

WHEREAS, pursuant to Section 10.6 of the Declaration, Assignor has the right to assign or transfer its rights and obligations as "Declarant", in whole or in part to other Persons by instrument signed by Assignee and recorded in the Public Records; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept assignment from Assignor, of all Assignor's rights and obligations as Declarant under the Declaration, pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and complete and hereby are incorporated into this Assignment by this reference.
2. Effective as of the date of this Assignment, Assignor assigns, conveys, grants and transfers to Assignee any and all of Assignee's right, title, interest, obligations, exemptions,

powers and reservations as the "Declarant" under the Declaration, with full power and authority for Assignee to act as the Declarant thereunder, and subject to the terms, conditions, and privileges set forth in the Declaration. From and after the date hereof, Assignee shall be deemed the "Declarant" under the Declaration. The foregoing assignment is made by Assignor without representation or warranty to Assignee of any kind, whatsoever, except that Assignor represents and warrants to Assignee that, as of the date of this Assignment (a) Assignor is the sole and exclusive Declarant under the Declaration, and Assignor has not previously assigned its Declarant's rights, in whole or in part, to any other party; (b) the Class B Membership has not expired and turnover of the Association has not occurred; (c) Assignor has satisfied all obligations of Declarant arising under the Declaration prior to the date hereof and is in compliance with, and not in breach under, the Declaration; and (d) the Declaration is in full force and effect and has not been supplemented, modified or amended except as may be reflected in documents recorded in the Public Record.

3. Assignee hereby agrees to assume and to perform all of the obligations to be performed by the Declarant, in accordance with the provisions of the Declaration, to the extent arising from and after the date of this Assignment

4. This Assignment shall be governed by and shall be construed in accordance with the laws of the State of Florida. This Assignment may be executed in counterparts and the signature pages combined to constitute one document. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.

[Signatures and acknowledgements continue on next page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

Signed, sealed and delivered
in the presence of:



Signature of Witness #1

TREY E. SIMMONS

Typed/Printed Name of Witness #1



Signature of Witness #2

BRYON T. LOPRESTE

Typed/Printed Name of Witness #2

ASSIGNOR:

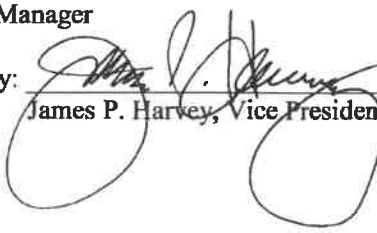
VERANDAH DEVELOPMENT LLC,
a Florida limited liability company

By: KH Rollup II LLC,
a Florida limited liability company

Its: Managing Member

By: The Kolter Group LLC,
a Florida limited liability company

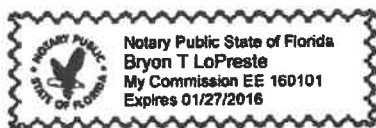
Its: Manager


By: 

James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 9th day of October, 2012, by James P. Harvey, as Vice President of The Kolter Group LLC, a Florida limited liability company, as the Manager of KH Rollup II LLC, a Florida limited liability company, as Managing Member of Verandah Development LLC, a Florida limited liability company, on behalf of the company, (check one) ☒ who is personally known to me or ☐ who has produced a _____ as identification.






Notary Public
Print Name: BRYON T. LOPRESTE
My Commission Expires: 01-27-16
Notary Seal:

[Signatures and acknowledgements continue on next page.]

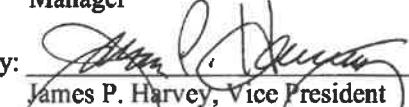
Signed, sealed and delivered
in the presence of:


Printed Name: Ray E. Smith


Printed Name: Bryon T. LoPreste


ASSIGNEE:

HERITAGE WILLOW LLC,
a Florida limited liability company
By: The Kolter Group LLC,
a Florida limited liability company
Its: Manager

By: 
James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9th day of October, 2012, by James P. Harvey, as Vice President of The Kolter Group LLC, a Florida limited liability company, the Manager of Heritage Willow LLC, a Florida limited liability company, on behalf of the company. He (check one) ☒ is personally known to me or ☐ has produced _____ as identification.


Notary Public
Print Name: Bryon T. LoPreste
My Commission Expires: 01-27-16
Notary Seal:

