

This instrument was prepared by/  
record and return to:

David L. Evans, Jr., Esq.  
BAKER & HOSTETLER LLP  
200 South Orange Avenue  
SunTrust Center, Suite 2300  
Orlando, Florida 32801  
(407) 649-4000

**ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS**  
**(Lakes Master)**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS (this "Assignment") is made effective as of September 27, 2017 (the "Effective Date"), by and between BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP, a Florida limited liability limited partnership, whose address is c/o Starwood Land Ventures, LLC, 6310 Capital Drive, Suite 130, Lakewood Ranch, Florida 34202 ("Assignor"), and HARMONY FLORIDA LAND LLC, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765 ("Assignee").

WHEREAS, Assignor is the "Declarant" under and pursuant to that certain Master Declaration for Lakes of Harmony recorded January 6, 2016, in Official Records Book 4895, Page 1122 of the Public Records of Osceola County, Florida (as amended, modified and supplemented from time to time, collectively, the "Declaration");

WHEREAS, in connection with the transfer of substantially all of Assignor's remaining right, title and interest in the project known as Harmony located in Osceola County, Florida, Assignor desires to transfer and assign to Assignee all rights, title, interests, exemptions, duties, powers, obligations, benefits and reservations (collectively, "Rights") of Assignor as Declarant under the Declaration, and Assignee desires to obtain all such Rights; and

WHEREAS, Section 10.2 of the Declaration permits the Declarant to assign all of the Declarant's Rights.

NOW, THEREFORE, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration.
2. Assignment. Assignor hereby grants, sells, assigns, conveys, transfers, sets over and delivers to Assignee, its successors and assigns, without warranty or recourse, all Rights of the Assignor: (a) as Declarant under the Declaration; and (b) as Declarant under the Articles of Incorporation, as amended, and Bylaws, as amended, of the Lakes of Harmony Community Association, Inc., a Florida non-profit corporation (the "Association").

3. Acceptance of Assignment. Assignee hereby accepts this Assignment and Assignee hereby accepts and assumes, without warranty from or recourse against, all such Rights of Assignor.

4. Recording. Assignor and Assignee hereby direct that this Assignment be recorded in the public records of Osceola County, Florida to give notice of the terms and conditions set forth herein.

5. Binding Obligations. This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns, and shall be construed in accordance with, and governed by, the laws of the State of Florida, without regard to conflicts of laws.

6. Severability. Should any court of competent jurisdiction deem any provision or clause of this Assignment to be illegal, invalid, or unconscionable and unenforceable, such provision or clause shall be fully severable from this Assignment and, in its place, there shall be added to this Assignment a similar provision as near in intent as possible but which is not illegal or unconscionable, and this Assignment shall be construed and interpreted as if such illegal, invalid or unconscionable and unenforceable provision or clause had never comprised a part of this Assignment.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

COPIES

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the date first above written.

Signed, sealed and delivered in the presence of:

“Assignor”

Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a Delaware limited liability company, as its General Partner

[Signature]  
Signature of Witness

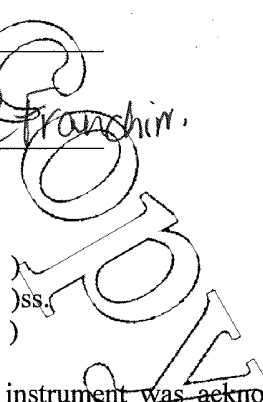
By: [Signature]  
Printed: Robert Glantz  
Its: Authorized Agent

Print Name: David L. Evans, Jr.

[Signature]  
Signature of Witness

Print Name: Samanta Franchini

State of Florida  
County of ORANGE



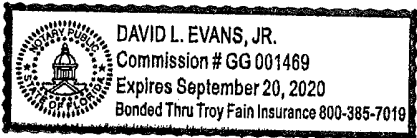
The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2017, by Robert Glantz, as Authorized Agent for VII GP Harmony, L.L.C., a Delaware limited liability company, as the General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
(Notary Signature)

David L. Evans, Jr.

(NOTARY SEAL)

(Notary Name Printed)  
NOTARY PUBLIC  
My commission expires: Sept 20, 2020



Signed, sealed and delivered  
in the presence of:

"Assignee"

HARMONY FLORIDA LAND LLC,  
a Delaware limited liability company

[Signature]  
Signature of Witness

Print Name: GRANT T. DOWNING

[Signature]  
Signature of Witness

Print Name: Kristy Horan

State of Florida )  
County of Orange ) ss.

The foregoing instrument was acknowledged before me this 26th day of September, 2017, by RICHARD A. SIMON, as VICE. PRES. of HARMONY FLORIDA LAND LLC, a Delaware limited liability company on behalf of the company. He/She  is personally known to me or  has produced \_\_\_\_\_ as identification.

[Signature]  
(Notary Signature)

(NOTARY SEAL)

\_\_\_\_\_  
(Notary Name Printed)  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_

