

This instrument prepared by and )  
should be returned to; )  
)  
Robyn M. Severs, Esquire )  
BECKER )  
111 N. Orange Ave., Suite 1400 )  
Orlando, Florida 32801 )  
(407) 875-0955 )  
)  
Cross Reference to Second Amended and )  
Restated Declaration of Covenants, Conditions )  
and Restrictions for Grand Haven Master )  
Association recorded in Official Records )  
Book 729, Page 269, Public Records of )  
Flagler County, Florida. )

**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS TO  
GRAND HAVEN MASTER ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, GRAND HAVEN DEVELOPERS, LLC, a Delaware limited liability company (“Declarant”), executed and recorded that certain SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GRAND HAVEN MASTER ASSOCIATION (“Declaration”) at Official Records Book 729, Page 269, Public Records of Flagler County, Florida; and

WHEREAS, Declarant has executed and recorded at Official Records Book 1796, Page 1372, Public Records of Flagler County, Florida, an Assignment of Declarant's and Developer's Rights and Obligations (“First Assignment”) which assigned Declarant's rights to GRAND HAVEN PROPERTIES, LLC, a Florida limited liability company (“Properties”);

WHEREAS, Properties, on December 21, 2021, executed an Assignment to GRAND HAVEN REALTY, LLC, a Florida limited liability company (“GHR”), which assigned any rights and obligations under the First Assignment to GHR;

WHEREAS, the GRAND HAVEN MASTER ASSOCIATION, INC., a Florida corporation not for profit (“Association”), was created to be the community association for the property encumbered by the Declaration; and

WHEREAS, the Association governs and enforces the Declaration and the Subordinate Declarations, as such term is defined in the Declaration;

WHEREAS, the Declaration and the Subordinate Declarations provide GHR with certain rights, titles and privileges (“Declarant Rights”);

WHEREAS, GHR desires to assign to the Association and the Association desires to accept Declarant Rights from GHR and assume the obligations of GHR as Declarant under the Declaration and Subordinate Declarations under the following terms and conditions.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GHR and the Association hereby agree to the following assignment of rights to the Association which GHR has or may have under the Declaration or any Subordinate Declaration:

1. All of the foregoing recitals are true and correct and are hereby incorporated into and made a part of this Assignment by this reference, as if fully restated.

2. GHR does hereby assign, grant, convey, transfer, and set over to the Association all of GHR's right, title and interest to, the Declarant Rights and all of the rights, benefits and obligations arising out of the Declarant Rights under the Declaration and Subordinate Declarations except for Retained Rights (as hereinafter defined), however, such assignment, grant, conveyance, transfer shall not include the assignment of any rights, benefits, obligations or liabilities under the Declaration or Subordinate Declarations which accrued prior to the date of this Assignment. "Retained Rights" means (1) all indemnifications and releases in favor of GHR and agreements to hold GHR harmless for any and all matters occurring before the date hereof, including but not limited to indemnifications and releases in the Declaration or Subordinate Declarations; (2) any Declarant Rights to approve any new Residential Unit construction on unimproved lots; and (3) any Declarant Rights over any Participating Builder program.

3. GHR designates the Association as the successor "Declarant", and assigns, transfers and sets over unto the Association all right, privilege, title and interest as "Declarant" under the Declaration and the Subordinate Declarations.

4. GHR represents and warrants that it owns the Declarant Rights being transferred hereby, that it has the right and power to transfer the Declarant Rights to the Association, and has not otherwise sold, assigned, transferred, mortgaged, or pledged its right, title and interest in the Declarant Rights.

5. The Association hereby (a) accepts the assignment of the Declarant Rights and assumes all of Declarant's obligations as Declarant under the Declaration and Subordinate Declarations, under the express condition that it is assuming only those obligations of Declarant under the Declaration and the Subordinate Declarations accruing after the date of this Assignment and (b) except as limited by 5(a) above, agrees to be bound and abide by the terms and conditions of the Declaration and the Subordinate Declarations to the same extent as if the Association was the original Declarant thereunder.

6. The Association expressly does not assume any obligations or liabilities of GHR as Declarant under the Declaration and Subordinate Declarations based on or arising out of (a) events which accrued prior to the date of this Assignment or (b) any obligations or liabilities which are not expressly identified or included in the Declaration or Subordinate Declarations or herein, including any contracts, easements, deeds, agreements, instruments, or other documents which GHR is a party and which are not identified in the Declaration or Subordinate Declarations. Nothing herein shall in any way affect the assumption of obligations of GHR by the Association under any other instrument or agreement.

7. GHR agree to execute such other documents and perform such other acts as may be necessary to effectuate the intentions expressed herein. This Assignment shall be construed and governed in accordance with the laws of the State of Florida. Venue for any litigation shall be Flagler County, Florida.

IN WITNESS THEREOF, GRAND HAVEN REALTY, LLC, has executed this Assignment as of the date and year written below.

Signed, sealed and delivered in the presence of:

GRAND HAVEN REALTY, LLC,  
a Florida Limited Liability Company

Laurie Madden  
Printed Name: Laurie Madden  
Address: 2298 Colbert Ln  
Palm Coast

By: [Signature]  
Printed Name: Lindsay Dolamore  
Title: Managing Member  
2298 Colbert Lane, Palm Coast 32137  
Date: 5/30/2024

Michelle Fletcher  
Printed Name: Michelle Fletcher  
Address: 60 Martin Dr. Palm Coast,  
FL  
32137

STATE OF Florida  
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this May 30, 2024 (date) by Lindsay Dolamore, who is personally known to me or who has produced \_\_\_\_\_ (type of identification) (If left blank the affiant is personally known by me) as identification and known to be the managing member of Grand Haven Realty, LLC, a Florida limited liability company, and acknowledged to and before me that the execution of the foregoing instrument was for the uses and purposes therein stated.

WITNESS my hand and official seal this 30 day of May, 2024.

Laurie Madden  
NOTARY PUBLIC  
My Commission Expires: 6/1/2025

