CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4394, PGS: 1203 , PAGE: 1 OF 4
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Prepared by and return to:

Derin Parks, Esquire
Grimes Goebel Grimes Hawkins
Gladfelter & Galvano, P.L.
1023 Manatee Avenue West
Bradenton, FL 34205

PARTIAL ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS ("Partial Assignment and Assumption") is made effective as of the 31st day of December, 2018 ("Effective Date"), by and between VICTORIA ESTATES, LTD., a New York limited partnership ("Assignor") and KINGS GATE HOMES, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the Declarant under that certain Declaration of Restrictive Covenants, Kings Gate Subdivision recorded in Official Records Book 1584, Page 1067 (the "Original Declaration"), and as amended in that Amendment to Declaration of Restrictive Covenants in Official Records Book 1838, Page 0134, in that First Amendment to Declaration of Restrictive Covenants Kings Gate Subdivision, in Official Records Book 2926, Page 2108, in that Second Amendment to Declaration of Restrictive Covenants Kings Gate Subdivision Official Records Book 3090, Page 637, in that Certificate of Amendment to the Declaration of Restrictive Covenants Kings Gate Subdivision in Official Records Book 3331, Page 233, in that Certificate of Amendment to the Declaration of Restrictive Covenants Kings Gate Subdivision in Official Records Book 3385, Page 324 and in that Certificate of Amendment to the Declaration of Restrictive Covenants Kings Gate Subdivision in Official Records Book 3406, Page 287, all of the Public Records of Charlotte County, Florida, and as otherwise amended or supplemented from time to time (collectively, "Declaration"); and

WHEREAS, Assignee owns One Hundred Eight-eight (188) undeveloped Homesites within the Community as those terms are defined in the Declaration; and

WHEREAS, pursuant to Article 16 of the Declaration, Assignor now desires to assign to Assignee, and Assignee desires to assume from Assignor, some but not all of the rights, exemptions and powers and reservations of the Declarant under the Declaration;

NOW, THEREFORE, for and in consideration of the payment of Ten Dollars ($10.00) in hand paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby covenant and agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein as if more fully set forth hereinafter. All terms which are not specifically defined herein shall have the meaning ascribed thereto in the Declaration.

2. Partial Assignment and Assumption. Except as otherwise set forth herein, Assignor does hereby assign to Assignee, and Assignee hereby assumes from Assignor, all of the Declarant's rights that were reserved and granted to the Declarant under the Declaration, effective from and after the Effective Date, for the purpose of permitting, or in conjunction or in connection with, the sale or development of Assignee's remaining undeveloped Homesites. Notwithstanding anything set forth herein to the contrary, all rights granted to or reserved by Declarant in the Declaration relating to the Club, including but not limited to the rights, power, and authority set forth in Article 6 as well as any right to operate and/or manage the Club and/or collect and enforce Club Charges or Club Fees, etc., are hereby expressly excluded from this Partial Assignment and Assumption and shall remain with the Assignor. Furthermore, nothing contained herein shall be construed as a conveyance of Declarant's ownership interest in and to the Club and/or related improvements.

3. Indemnification. Assignor hereby agrees to indemnify and hold the Assignee harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of any failure of Assignor to perform any obligations of the Declarant under or arising out of the Declaration that were to be performed or became due before the Effective Date. Likewise, Assignee hereby agrees to indemnify and hold the Assignor harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of any failure of Assignee to perform any obligations under or arising out of the Declaration arising from and after the Effective Date.

4. Binding Effect. This Partial Assignment and Assumption shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Remainder of page intentionally blank. Signatures and acknowledgments on following page.

IN WITNESS WHEREOF, we have hereunto affixed out hands and seal of the said corporation, this 31st day of December, 2018.

Witnesses:

Print Name: Kevin M. Kinney

Print Name: Gina Holzer

ASSIGNOR:

Victoria Estates, Ltd., a Florida limited partnership
By: Benderson-Victoria, L.C., a Florida limited liability company, its general partner

By: _____
Stephen C. Scalione, its Manager

STATE OF FLORIDA
COUNTY OF Manatee

BEFORE ME, the undersigned authority appeared on this 31ST day of December, 2018, Stephen C. Scalione, as Manager of Benderson-Victoria, L.C., a Florida limited liability company and the general partner of Victoria Estates, Ltd., a Florida limited partnership, who is personally known to me or who has produced for me _____ as identification.

KEVIN M. KINNEY
MY COMMISSION #GG059961
EXPIRES: JAN 17, 2021
Bonded through 1st State Insurance

Notary Public: _____
Print Name: _____
My Commission Expires: _____

IN WITNESS WHEREOF, we have hereunto affixed out hands and seal of the said corporation, this 31st day of December, 2018.

Witnesses:

Print Name: Kevin M. Kinney

Print Name: Gina Holzer

ASSIGNEE:

KINGS GATE HOMES, LLC,
a Florida limited liability company

By: _____
Stephen C. Scalione, its Manager

STATE OF FLORIDA
COUNTY OF Manatee

BEFORE ME, the undersigned authority appeared on this 31st day of December, 2018, Stephen C. Scalione, as Manager of KINGS GATE HOMES, LLC, a Florida limited liability company. He is personally known to me or who has produced for me _____ as identification.

KEVIN M. KINNEY
MY COMMISSION #GG059961
EXPIRES: JAN 17, 2021
Bonded through 1st State Insurance

Notary Public: _____
Print Name: _____
My Commission Expires: _____

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