

This instrument was prepared by  
and return to:  
Stephen L. Kussner, Esquire  
GrayRobinson, P.A.  
201 North Franklin Street, Suite 2200  
Tampa, Florida 33602

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**ASSIGNMENT OF DECLARANT'S RIGHTS**

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (the "Assignment") is given this effective the 10th day of October, 2008, by **HENDERSON BROTHERS HOMES, LLC n/k/a HENDERSON BROTHERS/MANATEE, LLC**, a Florida limited liability company ("Assignor") to **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation ("Assignee").

WHEREAS, Assignor as Declarant, executed the Declaration of Covenants, Conditions, Restrictions and Easements for PALMA SOLA TRACE VILLAS, recorded in Official Records Book 2102, Page 547, as amended by that certain Notice of Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements of Palma Sola Trace Villas dated and recorded October 8, 2008 in Official Records Book 2276, beginning on page 1836, all in the Public Records of Manatee County, Florida (the "Declaration");

WHEREAS, in connection with the transfer of that certain property located in Manatee County, Florida, containing the residential subdivision project known as Palma Sola Trace (the "Project"), Assignor desires to transfer and assign to Assignee all rights of Assignor as developer of the Project, and Assignee desires to obtain such 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 hereby:

1. Agrees and acknowledges that the recitals set forth hereinabove are true and correct and incorporated into this Assignment by reference.
2. Grants, sells, transfers, and delivers unto the Assignee, its successors and assigns, all of the Assignor's rights under the Declaration, and the Articles of Incorporation and Bylaws of Palma Sola Trace Villas Homeowner's Association, Inc., a Florida non-profit corporation (the "Association") and all documents and materials relating to the Project or the Association, to include without limitation those items described on Exhibit "A" attached hereto.
3. Transfers and assigns to Assignee all rights of Assignor in and to all permits, licenses, approvals, developmental orders and other actions of applicable governmental authorities relating to the Project.
4. Transfers and assigns all amounts paid by members, all accounts, reserves, accounts receivable, bonds and other amounts paid or to be paid by the members.
5. Assignor warrants and represents:

- (a) That it has the right to exercise and deliver this Assignment; and
- (b) That it has made no other assignment of the items assigned herein, except to the Assignee.

6. Assignee hereby accepts such assignment from and after the date hereof of the Declaration.

7. Assignee agrees to be known as Declarant from and after October 10, 2008 and expressly assumes, covenants, and agrees to fulfill, perform and observe all of the Declarants' obligation under the Declaration accruing from and after October 10, 2008.

8. 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.

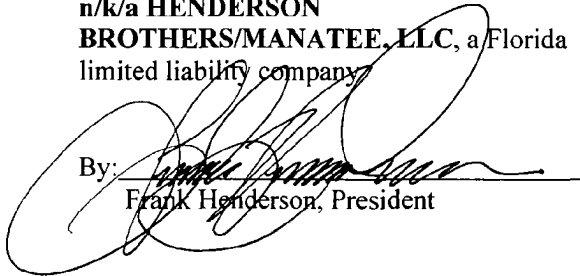
9. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

TO HAVE AND TO HOLD, the same unto the Assignee, its successors and assigns, forever.

The Assignor has hereunto set its hand and seal effective the 10<sup>th</sup> day of October, 2008.

**ASSIGNOR:**

**HENDERSON BROTHERS HOMES, LLC**  
n/k/a **HENDERSON**  
**BROTHERS/MANATEE, LLC**, a Florida  
limited liability company

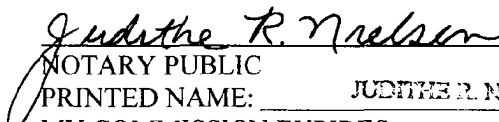
By:   
Frank Henderson, President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2008, by FRANK HENDERSON as President of HENDERSON BROTHERS HOMES, LLC N/K/A HENDERSON BROTHERS/MANATEE, LLC, a Florida limited liability company, on behalf of the limited liability company, who is  personally known to me or  who has produced a driver's license as identification.



JUDITH R. NIELSEN  
MY COMMISSION # DD 418146  
EXPIRES: May 7, 2009  
Bonded Thru Budget Notary Services

 SEAL  
NOTARY PUBLIC  
PRINTED NAME: JUDITH R. NIELSEN  
MY COMMISSION EXPIRES: \_\_\_\_\_

The Assignee has hereunto set its hand and seal effective the 10<sup>th</sup> day of October, 2008.

**ASSIGNEE:**

**TAYLOR MORRISON OF FLORIDA,  
INC., a Florida corporation**

By: [Signature]  
Print Name: Steve Kempton  
Title: Vice President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9 day of October, 2008, by STEVE KEMPTON as PRESIDENT of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation on behalf of the corporation, who is  personally known to me or  who has produced a driver's license as identification.



**Kathleen Reilly Hamm**  
Commission # DD446939  
Expires June 30, 2009  
Bonded Troy Fain - Insurance, Inc. 800-385-7019

[Signature] SEAL  
NOTARY PUBLIC  
PRINTED NAME: KATHLEEN REILLY HAMM  
MY COMMISSION EXPIRES: 6-30-2009

EXHIBIT "A"

1. Copy of Articles of Incorporation and all amendments thereto;
2. Original recorded Declaration and all amendments thereto;
3. Copy of Bylaws and all amendments thereto;
4. All Policies, Rules and Regulations and all amendments thereto;
5. All financial records from the date of incorporation to date, include balance sheets, P&L, bank statements of all Association funds, reserve balances, all budgets (past and current), audits, etc.;
6. Original books and records of the Association, including minute books and minutes of any committees thereof (Architectural Review, etc.);
7. Roster of all members and member payment status, including addresses, telephone numbers and lot numbers;
8. Schedule of all delinquent members, including amounts due, demands for payment made and litigation commenced;
9. Copies of all foreclosure proceedings commenced against members;
10. List of all Association Board members and officers together with original resignations;
11. All past and current contracts (whether written or oral) entered into by the Association or anyone else on behalf of the Association, including copies of all such contracts.
12. Schedule of all tangible property of Association;
13. Copies of all insurance policies in effect;
14. Original Employment and service contracts;
15. Schedule of names, addresses and phone numbers of all contractors, subcontractors or others in current employ of the association;
16. All warranties in effect that benefit Association;
17. All permits issued to the Association;