

Return to: (enclose self-addressed stamped envelope)

Name:
Marla Neufeld, Esq.

Address:
Trade Centre South
100 West Cypress Creek Road
Suite 700
Fort Lauderdale, FL 33309

This Instrument Prepared by:
Marla Neufeld, Esq.
Trade Centre South
100 West Cypress Creek Road
Suite 700
Fort Lauderdale, FL 33309
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ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is made and entered into this as of the 4th day of May 2012, by and between **Bluegreen Southwest One, L.P, a Delaware limited partnership** ("Assignor") and **SouthStar at Sugar Tree, LLC, a Texas limited liability company** ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for Sugartree on the Brazos recorded in Book 2313, Page 126, Real Property Records, Parker County, Texas (as amended, modified, supplemented or extended, the "Declaration");

WHEREAS, the Declaration encumbers real property located in Parker County, Texas as described in the Declaration (the "Property");

WHEREAS, Assignor has conveyed to Assignee a portion of the Property as of the date hereof by that certain Special Warranty Deed recorded on or about the date of the recording of this Assignment;

WHEREAS, Section 13.1 of the Declaration authorizes Assignor as Declarant to assign its rights and duties to a successor Declarant; and

WHEREAS, to the extent that the Assignor retains right and duties as Declarant under the Declaration, Assignor has agreed to assign such rights and duties to Assignee and Assignee has agreed to assume such rights and duties of Assignor as Declarant under the Declaration.

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NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The Recitals set forth in this Assignment are true and accurate and are incorporated herein by this reference.

2. Assignment. From and after the date of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee without recourse or warranty all of Assignor's rights, titles, powers and duties as Declarant under the Declaration to Assignee. Assignee hereby accepts such Assignment from and after the date of this Assignment and agrees to be bound by and perform the duties and obligations of Assignor as Declarant under the Declaration. Assignee hereby assumes all prospective obligations of Declarant to be performed after the date hereof.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Address for Future Notices. From and after the date of this Assignment, all notices delivered to Assignee in its capacity as the successor declarant under the Declaration shall be given to Assignee at:

**c/o SouthStar Communities, LLC
255 Alhambra Circle, Ste 325
Coral Gables, FL 33134**

5. Governing Law. This Assignment shall be governed by the laws of the State of Florida and the agreed upon venue is Broward County, Florida.

6. Headings. Section headings and captions are inserted for convenience of reference only and shall in no way alter or modify the text of such sections.

7. Severability. If any provision of this Assignment shall be held to be invalid or unenforceable, the rest of the Assignment shall be enforced without the invalid or the unenforceable provision.

8. Counterparts. This Assignment may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

9. Further Assurances. Assignor and Assignee each agree to execute any and all other documents which are reasonably necessary to effectuate the transfer to the extent of Assignor's interest and assignment of rights and duties as Declarant under the Declaration to Assignee and Assignee's assumption of such rights and obligations to be performed from and after the date hereof.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year set forth above.

ASSIGNOR:

Bluegreen Southwest One, L.P., a Delaware limited partnership

By: Bluegreen Southwest Land, Inc., as General Partner

By: Michael D. Kammer
Name: Michael D. Kammer
Its: Secretary & Authorized Person

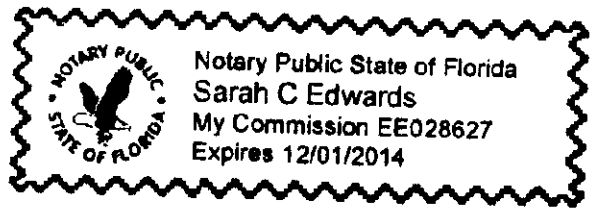
STATE OF Florida)
) SS:
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael D. Kammer, as the Secretary & Authorized Person of Bluegreen Southwest Land, Inc., as General Partner of **Bluegreen Southwest One, L.P., a Delaware limited partnership**, freely and voluntarily under authority duly vested in him by said entity. He is personally known to me or who has produced _____ as identification.

April WITNESS my hand and official seal in the County and State last aforesaid this 30th day of _____ 2012.

My Commission Expires: 12/1/14

Sarah C Edwards
Notary Public
Sarah C Edwards
Typed, printed or stamped name of Notary Public



ASSIGNEE:

SouthStar at Sugar Tree, LLC, a Texas limited liability company

By: [Signature]
Name: [Signature]
Its: Authorized Signatory

STATE OF Texas)
COUNTY OF Dallas) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by J. MARY RUTHERFORD, the AUTHORIZED SIGNATORY of **SouthStar at Sugar Tree, LLC, a Texas limited liability company**, freely on behalf of said company, who is personally known to me or who has produced DRIVERS LICENSE as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of May 2012.

My Commission Expires:

[Signature]
Notary Public

Typed, printed or stamped name of Notary Public

