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PUBLIC RECORDS LEON CITY FL
BOOK: R2318 PAGE: 00770
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DAVE LANG. CLERK OF COURTS


BK: R2318 PG: 00770

THIS INSTRUMENT PREPARED BY:
Jennifer A. Winegardner, Esq.
Broad and Cassel
P.O. Drawer 11300
Tallahassee, FL 32302
850-681-6810

ASSIGNMENT

THIS ASSIGNMENT, is made this 12th day of NOV., 1999, by KILLEARN PROPERTIES, INC., (hereinafter referred to as "Assignor"), to KILLEARN ACRES HOMES ASSOCIATION, INC., (hereinafter referred to as "Assignee"),

WITNESSETH:

WHEREAS, Assignor, as the Developer of the Killearn Acres Subdivision (hereinafter "the Subdivision"), has certain rights, interests and obligations as set forth in the covenants and restrictions attached to and running with land located in the Subdivision, in Leon County, Florida; and

WHEREAS, Assignor wishes to assign those rights, interests and obligations to Killearn Acres Homes Association, Inc., a non-profit corporation; and

WHEREAS, Killearn Acres Homes Association, Inc. wishes to accept Assignor's rights, interests and obligations set forth in the covenants and restrictions.

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee all of its rights, interests and obligations set forth in the Covenants and Restrictions applicable to the properties within the Subdivision; and



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1. Assignor covenants with Assignee not to do or permit to be done anything to impair the security of the within Assignment; not to execute any other Assignment of these rights and interests; and at Assignee's request, to assign and transfer to the Assignee any and all subsequent rights to enforce covenants and restrictions on the property located in the Subdivision, and deliver at the request of Assignee all such further assurances and assignments as Assignee shall from time to time require;
2. Assignor further assigns to Assignee any and all rights it has to collect all costs incurred in enforcing any such Covenant and Restrictions described above;
3. Assignee shall and does hereby agree to indemnify and hold Assignor harmless from any and all liability, loss, or damage which may be incurred by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms or covenants which are the subject of the Assignment.
4. Record information for the Covenants and Restrictions affecting the properties within the Subdivision, and filed and recorded in the public records, Leon County, Florida, is as follows:

	Official Record	Page
Unit One	396	360
Unit Two	394	199
Unit Three	376	613
Unit Four	387	1
Unit Five (replatted)	396	343
See also	407	85

Unit Six (replatted)		
Sec	6	6
See also	407	85
Unit Seven	407	85
Unit Eight	421	317
Unit Nine	432	126

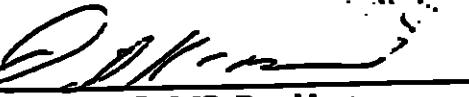
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IN WITNESS WHEREOF, the Assignor has executed this Assignment the day and year

first above written.

KILLEARN PROPERTIES, INC.

BY: 
DAVID WILLIAMS, President
"Assignor"

STATE OF Georgia
COUNTY OF Henry

The foregoing was acknowledged before me this 12th day of NOV., 1999, by
David Williams as President of Killearn Properties, Inc.

Tracy Hall
Notary Public



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