

**THIS INSTRUMENT PREPARED BY AND
UPON RECORDING, PLEASE RETURN TO:**
Heather M. Boadella, Esquire
AKERMAN SENTERFITT
420 South Orange Avenue, 12th Floor
Orlando, Florida 32801
Telephone: 407-423-4000



**QUIT CLAIM GENERAL ASSIGNMENT AND ASSIGNMENT OF
DECLARANT RIGHTS**

**THIS QUIT CLAIM GENERAL ASSIGNMENT AND ASSIGNMENT OF
DECLARANT RIGHTS** (this "Assignment") is made as of the ____ day of December, 2012,
by CWES VI, LLC, a Florida limited liability company ("Seller"), to D.R. Horton Inc., a
Delaware corporation ("Purchaser").

WHEREAS, of even date herewith, Seller has conveyed to Purchaser the land described
in Exhibit "A" attached hereto ("Land") together with all improvements, tenements,
hereditaments, appurtenances, rights, easements and rights-of-way incident thereto (if any)
(collectively, the "Property"); and

WHEREAS, Seller and Purchaser intend that Seller also convey to Purchaser, without
warranty or representation of any kind, all of the additional rights and interests described below
(collectively, the "Additional Rights");

NOW, THEREFORE, Seller, for and in consideration of Ten Dollars (\$10.00) and other
good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged
and confessed, hereby agrees as follows:

1. Seller hereby transfers, conveys, assigns, quitclaims, and releases and by these
presents does hereby transfer, convey, assign, quitclaim, and release to Purchaser all of Seller's
right, title, and interest, if any, in and to the following, only to the extent they are assignable,
without warranty or representation as to the effectiveness, validity or enforceability thereof:

(a) all surveys, engineering, soils, seismic, geological, and environmental
reports, studies and technical descriptions that relate to the Property or the development,
construction, design, or completion of the Property;

(b) all warranties, guaranties, and indemnities received from third parties, and
all claims, demands, and causes of action against third parties as and only to the extent
they are for the benefit of and applicable to the Property or the owner thereof, including,
without limitation, any warranties, guaranties, indemnities, contractual rights, claims,
demands and causes of action pertaining to the development, construction, design, or

completion of the Property and/or the common areas, streets, utilities or other subdivision infrastructure to the extent applicable;

(d) all licenses, permits, and governmental approvals that relate to the Property;

(e) all utility commitments, utility rights (including rights to capacity or service), drainage and detention rights, rights to any prepaid impact fees, or impact fee credits related to the Property or the development, construction, design, or completion of the Property;

(f) all rights under any plats (preliminary or final) of any portion of the Property or any rights of way abutting the Property or any portion thereof, including any boundary plats and any right of way plats, submitted, approved or recorded;

(f) all unpaid awards or proceeds, including awards in connection with insurance and any eminent domain taking, to the extent applicable to the Property;

(g) all rights of the developer/declarant pursuant to that certain Declaration of Maintenance and Land Use Provisions of Rye Wilderness Estates recorded in Official Records Book 1909, Page 4242, as amended by the Supplemental Declarations recorded in Official Records Book 2084, Page 631, Official Records Book 2184, Page 7201, and Official Records Book 2186, Page 5650, of the Public Records of Manatee County, Florida, and as further amended by the Amendment to Declaration of Maintenance and Land Use Provisions of Rye Wilderness Estates recorded in Official Records Book 2314, Page 767 of the Public Records of Manatee County, Florida (collectively the "Declaration"); and

(h) all other rights, powers, privileges, option, or other benefits associated with, that pertain to, are attributable to, are appurtenant to, apply to, or which otherwise benefit the Property.

SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND THAT ANY OF THE ADDITIONAL RIGHTS ARE EXCLUSIVE IN NATURE, AND PURCHASER ACKNOWLEDGES THAT THIRD PARTIES MAY HAVE A CLAIM TO SUCH RIGHTS. SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE EXISTENCE, EFFECTIVENESS, VALIDITY, ASSIGNABILITY, OR ENFORCEABILITY OF THE ADDITIONAL RIGHTS OR WHETHER SELLER HAS THE RIGHT TO ASSIGN, IN WHOLE OR IN PART, ANY OF THE ADDITIONAL RIGHTS TO PURCHASER. ALL OF THE ADDITIONAL RIGHTS ARE QUITCLAIMED TO PURCHASER AS-IS, WITHOUT RECOURSE.

2. This Assignment shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

3. This Assignment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

4. Seller agrees to cooperate with Purchaser and execute any additional documentation reasonably required for the enforcement of the rights and interests assigned hereunder provided any such additional documentation shall be given without representation or warranty by Seller, at no material additional cost to Seller.

EXECUTED as of the date first above written.

[SIGNATURES BEGIN ON NEXT PAGE]

Signed, sealed and delivered
in the presence of:

"SELLER"

Tera Alberse
Print Name: Tera Alberse

Robert Louis Fontana
Print Name: Robert Louis Fontana

CWES VI, LLC, a Florida limited liability
company

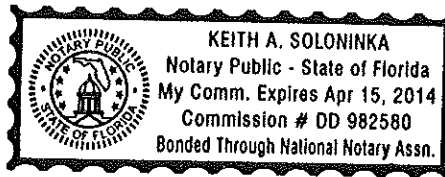
By: *Douglas J. Weiland*
Douglas J. Weiland, Manager

STATE OF Florida)
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me this 13th day of December, 2012, by Douglas J. Weiland, as Manager of CWES VI, LLC, a Florida limited liability company, on behalf of the company. He/she [] is personally known to me or [] has produced _____ as identification.

Keith A. Soloninka
Signature of Notary Public

Notary Stamp



Signed, sealed and delivered
in the presence of:

"PURCHASER"

D. R. HORTON, INC., a Delaware corporation

Amie Mice
Print Name: Amie Mice

By: Paul J. Romanowski
Paul J. Romanowski, Division President

Miake A. Bowes
Print Name: Miake A. Bowes

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 17 day of December, 2012, by Paul J. Romanowski, as Division President of D. R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He [] is personally known to me or [] has produced _____ as identification.

Notary Stamp

Rebecca Corbett
Signature of Notary Public



EXHIBIT "A"
(Property)

Lots 1 through 126, inclusive, and Tracts A through H, inclusive, RYE WILDERNESS ESTATES PHASE IV, according to the map or plat thereof as recorded in Plat Book 51, Pages 30 through 44, inclusive, Public Records of Manatee County, Florida