

15-12-52
Lake Asbury Community
Assoc - P.O. Box 207
OP

This instrument was prepared by
Walter F. Rogers, Jr.
Attorney at Law
1400 Independent Life Building
Jacksonville, Florida 32202

WARRANTY DEED
LONG FORM

FORM 70 FORM 2, A. 1

Manufactured and for sale by Stone Printing Co.
Jacksonville, Fla.

O.R. 290 PAGE 192

This Warranty Deed Made the 7th day of July 1972 by
ASBURY REALTY COMPANY, a Florida Corporation,

hereinafter called the grantor, to

LAKE ASBURY COMMUNITY ASSOCIATION, INC., a Florida corporation
not for profit,

whose postoffice address is 218 West Adams Street, Room 605, Jacksonville,
Florida 32202

hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and
the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, re-
leases, conveys and confirms unto the grantees, all that certain land situate in CLAY
County, Florida, viz:



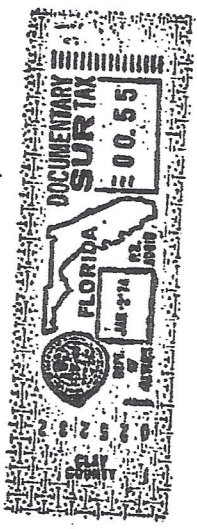
LAKE ASBURY, as shown on the following
plats of Lake Asbury, Units as recorded in
the Public Records of Clay County, Florida.

Unit One, as recorded in Plat Book 7, page 15;
Unit Two, as recorded in Plat Book 7, page 17;
Unit Three as recorded in Plat Book 7, page
28; Replat No. 1, as recorded in Plat Book 7,
Page 35; Replat No. 2, as recorded in Plat
Book 7, page 36; Unit No. 2-A, as recorded
in Plat Book 7, page 38; Unit 2-B as recorded
in Plat Book 7, page 42; Unit 3-A as recorded
in Plat Book 7, page 39; and Unit 8, as re-
corded in Plat Book 7, page 70.

SOUTH LAKE ASBURY, as shown on the
following plats of Lake Asbury, Units 9,
10, 11, 12, and 13, as recorded in the Public
Records of Clay County, Florida.

Unit 9, as recorded in Plat Book 8, pages 4-6;
Unit 10, as recorded in Plat Book 8, Pages 25-
26; Unit 11, as recorded in Plat Book 8, pages
7,10; Unit 12, as recorded in Plat Book 8,
pages 27-29; and Unit 13, as recorded in Plat
Book 8, pages 11, and 12.

LAKE RYAN, as shown on the plat of Lake
Asbury, Unit 18, recorded in Plat book 9,
pages 2 and 3 of the Public-records of Clay
County, Florida.



The said land shall be maintained forever
as lakes for the use of the owners of the
lots developed and sold by Asbury Realty
Company in the Lake Asbury area in all
subdivision units of Lake Asbury, subject
to reasonable regulations that may be provided
to regulate the time and manner for such
use.

Please return to grantees

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1971.



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

ASBURY REALTY COMPANY

Signed, sealed and delivered in our presence:

Edward D. Hallough
Patricia A. Burke

BY Henry D. Rogers
Henry D. Rogers, President

FILED IN OFFICE PAGE 193

J.R. 290 VERIFIED

JAN 2 12 20 PM '74

74-76

STATE OF FLORIDA
COUNTY OF DUVAL

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida and in the County of Duval, Henry D. Rogers, well known to me to be the President of ASBURY REALTY COMPANY, a Florida corporation

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of July A. D. 1974.

Edward D. Hallough
Notary Public
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 29, 1978.



ASSIGNMENT AND ASSUMPTION AGREEMENT

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2/12

ASSIGNMENT AND ASSUMPTION AGREEMENT made this 21st of October, 1989, by and between ASBURY REALTY COMPANY, a Florida corporation (f/k/a Lake Asbury Development) whose address is P.O. Box 5369, Jacksonville, Florida 32207 (the "Assignor"), to LAKE ASBURY COMMUNITY ASSOCIATION, INC., a Florida Not for Profit Corporation, whose principal address is 282 Branscomb Road, Green Cove Springs, Florida 32043 (the "Assignee").

WHEREAS, ASBURY REALTY COMPANY was the developer of a residential housing development in Clay County, Florida;

WHEREAS, ASBURY REALTY COMPANY has sold all of the lots in the Lake Asbury development;

WHEREAS, LAKE ASBURY COMMUNITY ASSOCIATION, INC. is a Florida Not for Profit Corporation whose members consist of land owners within the Lake Asbury development;

WHEREAS, certain restrictive covenants were developed by ASBURY REALTY COMPANY and recorded in the official public records of Clay County, Florida, as more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (collectively, the "Restrictive Covenants"); and

WHEREAS, ASBURY REALTY COMPANY owns no further property in the Lake Asbury development; and

WHEREAS, it is in the best interests of the land owners of the Lake Asbury development that control of such development, including the Restrictive Covenants, be assigned to the LAKE ASBURY COMMUNITY ASSOCIATION, INC.;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee all of its rights, titles and interests in and to each and all of the Restrictive Covenants set forth in Exhibit "A," all of which may be more particularly described in said Restrictive Covenants.

2. Assumption. Assignee hereby assumes and agrees to perform all of the covenants and obligations of Assignor set forth in the Restrictive Covenants described in paragraph 1., above, and that it shall take all actions necessary to cause Assignor to be released from any and all such covenants and obligations.

3. Indemnity. Assignee hereby agrees to indemnify and hold harmless Assignor from any and all liability, claim, loss or damage which it may suffer or incur as a result of its assignment of the Restrictive Covenants to Assignee, including costs and reasonable attorneys' fees.

4. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

5. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida.

Ret.
BR. Fuller
1154 Lake Asbury Dr.
GCS FL

IN WITNESS WHEREOF, the undersigned have executed this agreement and attached their respective seals the day and year first above written.

ASHURY REALTY COMPANY, a Florida corporation.

Alvin P. Wood

By: [Signature]
Its President

Barbara C. Kelly
As to Assignor

Attest: [Signature]
Its Secretary

(CORPORATE SEAL)

LAKE ASBURY COMMUNITY ASSOCIATION, INC., a Florida Not for Profit Corporation

[Signature]
[Signature]
As to Assignee

By: [Signature]
Its President

Attest: [Signature]
Its Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

Before me this day personally appeared T.R. McHice and [Signature], the President and Secretary respectively of ASBURY REALTY COMPANY, a Florida corporation, who executed the foregoing instrument, and they acknowledged before me that they executed the same on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal this 1 day of November, 1989.



[Signature]
Notary Public, State of Florida

My commission expires: Commission Expires Oct. 7, 1991

STATE OF FLORIDA)
COUNTY OF DUVAL)

Before me this day personally appeared WILLIAM D. GREEN and CAROL S. ADAMS, the President and Secretary respectively of LAKE ASBURY COMMUNITY ASSOCIATION, INC., a Florida Not For Profit Corporation, who executed the foregoing instrument, and they acknowledged before me that they executed the same on behalf of the corporation for the purposes therein expressed.

WITNESS my hand and official seal this 24 day of OCT, 1989.

(SEAL)

[Signature]
Notary Public, State of Florida

My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 7, 1990.
GOTTING THIS NOTARY PUBLIC INSTRUMENT.

Restrictive Covenants found in
the official public records of Clay County, Florida

<u>Official Records Volume</u>	<u>Page</u>
O.R. 113	P. 518
O.R. 116	P. 306 as Modified in O.R. 203, P. 259
O.R. 139	P. 502
O.R. 142	P. 69
O.R. 150	P. 260
O.R. 153	P. 279
O.R. 161	P. 248
O.R. 172	P. 388
O.R. 176	P. 73
O.R. 181	P. 558
O.R. 184	P. 403
O.R. 186	P. 179
O.R. 189	P. 405
O.R. 197	P. 784
O.R. 201	P. 572
O.R. 208	P. 556

*This includes
all of Lake Asbury
?*

90-26144
 OFFICIAL RECORDS OF CLAY COUNTY FLORIDA
 474
 Oct 11 3 09 PM '90
 FILED IN CLERK'S OFFICE
 CLERK OF COURTS
 JOHN A. LINE
 CLERK OF COURTS



Exhibit "A"

