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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF EAGLE POINTE OF GROVELAND**

This instrument prepared by and return to:

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF EAGLE POINTE OF GROVELAND**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE POINTE OF GROVELAND ("Declaration") is made and entered into this 11th day of July, 2006 by INVESTMENT GROUP OF FLORIDA, LLC, a Florida limited liability corporation, whose address is 600 South Main Avenue, Minneola, Florida 34715, hereinafter referred to as the "Declarant".

RECITALS:

A. Declarant is the owner of certain property located in Lake County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Property"). Initially, the Property consists of 188 undeveloped residential lots. Additionally, the Property is subject to the annexation and development of additional property more particularly described on **Exhibit "D"** attached hereto and made a part hereof ("Additional Property"). The Declarant owns the Additional Property. The Additional Property will consist of approximately 307 undeveloped residential lots.

B. Declarant intends to develop the Property into a single-family residential community to be known as "EAGLE POINTE OF GROVELAND."

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of Florida, a copy of which is attached hereto as **Exhibit "B."**

Section 2. "Association" shall mean and refer to Eagle Pointe of Groveland Homeowners' Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Builder" shall mean and refer to America's First Home, LLP, a Florida limited liability partnership, its successors and/or its assigns.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as **Exhibit "C,"** as the Bylaws may be amended from time to time.

Section 6. "Common Property," "Common Area," or "Common Areas" shall mean all real property (including the improvements thereto), which is actually and specifically dedicated, deeded or leased to the Association or otherwise owned by the Association, if any, for the common use and enjoyment of the Owners and any easements which the Declarant has elected to maintain, as shown on the Plat of EAGLE POINTE OF GROVELAND, to be recorded in the Public Records of Lake County, Florida. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property to the Association. Common Property is specifically reserved for the use and benefit of Owners, and is an integral appurtenant part of each Lot.

Section 7. "Declarant" shall mean and refer to Investment Group of Florida, LLC, a Florida limited liability corporation, and its successors and assigns which are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of EAGLE POINTE OF GROVELAND, as recorded in the Public Records of Lake County, Florida.

Section 9. "Governing Documents" shall mean and collectively refer to the Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations adopted by the Association.

Section 10. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat which contains the Property, with the exception of the Common Area.

Section 12. "Member" shall mean and refer to every person or entity who is an Owner, as herein described, and in being such an Owner comprises the Membership of the Association.

Section 13. "Mitigation and Conservation Areas" (if any) shall mean a system operated, maintained and managed by the Association to provide drainage, water storage, conveyance, survival and growth of installed aquatic plant material or other surface water or stormwater management requirements as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with the St. Johns River Water Management District Permit, as shown on the Plat of EAGLE POINTE OF GROVELAND, to be recorded in the Public Records of Lake County, Florida.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as hereinabove defined) which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 16. "Property" shall mean and refer to that certain real property described in the Recitals and such additions thereto, as may hereafter be brought within the jurisdiction of the Association.

Section 17. "Surface Water or Stormwater Management System" shall mean a system operated, maintained and managed by the Association, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with any applicable St. Johns River Water Management District permit (the "Permit").

ARTICLE II **PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) All provisions of this Declaration, the Governing Documents, and the plat or plats of the Subdivision;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility which may be situated on the Common Area, subject to the following provisions;

(c) the right of the Association to suspend the voting rights and the right to use the recreational facilities by an Owner for any period during which any assessment against his or her Lot remains unpaid; and the right to suspend such voting rights and rights to use the recreational facilities for a period not to exceed 60 days for any infraction of its published rules and regulations;

(d) the right of the Association to mortgage the Common Area or dedicate or transfer all or part of the Common Area to any homeowners association, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage, dedication, or transfer shall be effective unless an instrument agreeing to such mortgage, dedication, or transfer approved by two thirds (2/3rds) of each class of Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for use, benefit,

and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any cable television and other means of communication to the Property, Lots, and the improvements upon the Property. Utility easements will be located within the easement areas shown on the plat or plats of the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Lot Easements. Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for landscape, utility or drainage purposes.

Section 6. Declarant's Easement Over Lots. For so long as Declarant owns any Lots, Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 7. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area and, upon notice to the Owner, upon any Lot, for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association. Provided, however, in the event the Association needs to use such easement located on a Lot, the Association shall provide prior notice to the Owner, except in emergency situations, when no prior notice shall be required.

Section 8. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitee's, perpetual, non-exclusive easements of ingress and egress over and across: (i) any streets, sidewalks, access ways, and parking area constructed on the Common Area from time to time; and (ii) over and across those portions of the Common Areas lying adjacent to and between the boundary line(s) of the Lot(s) and the streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

Section 9. Appurtenant Easement. Declarant reserves unto itself and hereby grants to all Owners (and their guests, lessees and invitees) as an appurtenance to and as part of the ownership held by such owner, but subject to this Declaration, the Articles and Bylaws of the Association and the rules and regulations promulgated by the Association a perpetual non-exclusive easement for ingress and egress over, across and through, and for the use and enjoyment of, all Common Property, which Common Property is an intrinsic and appurtenant part of the value of the Lots; such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees as well as the guests, lessees and invitees of the Declarant. Provided, with respect to the Common Property, the Declarant reserves the right (but not the obligation) to maintain and use all rights of way associated therewith, and to maintain and place Declarant's signs thereon.

Section 10. Utility Easements. The Declarant reserves to itself (and its successors or assigns) the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Property and the Common Property upon, over, under and across the Property; provided, however, the right to grant easements pursuant to this section upon, over, under and across any Lot shall be limited to the utility easements applicable to each Lot as shown on the Plat. Said easements shall be given only for the purpose of maintaining, installing, repairing, altering and operating storm sewer lines, irrigation lines, gas distribution, electrical, telephone, water distribution systems, cable television service, and all machinery and apparatus appurtenant thereto to all installation and maintenance of utilities and providing services to Owners, the Property and Common Property. All such easements are to be of a size, width, and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 11. Declarant Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unnecessarily interfere with the reasonable use and enjoyment of this property and these facilities by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any part of the Property owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Owners.

Section 12. Service Easements. Declarant hereby grants to delivery, garbage pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to service the Property, and to such other persons as the Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Property for the purposes of performing their authorized services and investigation.

Section 13. Drainage Easements. Each Lot shall have a non-exclusive easement for storm drainage on, over, under and across that portion of each Owner's Lot so designated on the Plat of Eagle Pointe of Groveland, and that portion of the Common Property designated on the Plat of Eagle Pointe of Groveland, provided, however, any rights reserved herein regarding use of such drainage easement shall only be exercised by the Declarant or the Association, except the right of access and maintenance described in below. Drainage flow shall not be

obstructed or diverted from drainage easements created herein, or by authority established herein or by the Plat, nor shall the established drainage pattern over any Lot be impeded. The Association may, but shall not be required to, maintain and repair drainways for surface water wherever and whenever such action may appear to the Association to be necessary to maintain a reasonable standard of health, safety and appearance. The rights reserved hereunder shall extend to reasonable use of drainways on a Lot. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into areas not intended. Any fences placed over easement areas shown on the plat may be required to be removed and/or replaced, if necessary, at Owner's sole cost and expense.

Section 14. Conservation Easements. Declarant reserves the right to grant Conservation Easements to qualified grantees over and across Common Property, Open Space, or Surface Water Management Systems as may be required by state or local law, ordinance, rule or regulation, including, but not limited to, any such easement required by Lake County, Florida or St. Johns River Water Management District.

Section 15. Access and Drainage Easement. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable matter, to operate, maintain, or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of St. Johns River Water Management District. If any Owner causes damage to any drainage swale or stormwater system, this damage may be repaired by the Association if needed and all costs associated with the repair will be billed to the Owner causing such damage.

Section 16. Easement for Swale Maintenance. The Developer has constructed a Drainage Swale upon several Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot owner, including Builders prior to conveyance to Owners, shall be responsible for the maintenance, operation and repair of the swales on the Lot(s). Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavating, construction of fences or otherwise obstructing the surfaces water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized, and any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located.

If any owner causes damage to any Drainage Swale or stormwater system, this damage

may be repaired by the Association if needed and all costs associated with the repair will be billed to the owner causing the damage.

Section 17. Establishment of Easements. All easements, as provided for in this Article, shall be established by one or more of the following methods, to wit:

- A. By a specific designation of an easement on any recorded Plat of the Property;
- B. By a reservation or specific statement providing for an easement in the deed of conveyance of a given Lot or residential unit located thereon;
- C. By a separate instrument referencing this Article, such instrument to be subsequently recorded by the Declarant; or
- D. By virtue of the reservation of rights set forth in this Article.

The Conservation Easement, if any, shall contain the following language;

1. Purpose. The purpose of the Conservation Easement is to ensure that the property will be retained forever in its existing natural condition, except for those activities specifically authorized by a Permit, and to prevent any use of the property that will impair or interfere with the environmental value of the Property.

2. Prohibited Uses. Any activity or use of the property inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing and except for activities specifically authorized by the Permit, the following activities and uses are prohibited on the Property:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground, except as allowed in accordance with any applicable St. Johns River Water Management District permit or any other applicable permit, such as City of Groveland, Lake County, or Florida Department of Environmental Protection;
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, or any portions thereof (including those activities exempted in subparagraph 369.20(8), Florida Statutes, within the Property as it existed prior to subdividing), except for non-indigenous vegetation, cattails (*Typha* spp.), primrose-willow (*Ludwigia peruviana*), and other species or individuals specifically identified by the District in writing as a nuisance within the Property;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface (including those activities exempted in subparagraph 403.813(2)(r), Florida Statutes, within the Property as it existed prior to subdividing);
- (e) Surface use, except for purposes that allow the land or water area to remain predominantly in its natural condition;

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

(g) Acts or uses detrimental to such retention of land or water areas; and

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. **Reserved Rights.** Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the property, including the right to engage in or permit or invite others to engage in all uses of the property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

4. **Rights of Grantees.** To accomplish the purposes stated herein, Grantor conveys the following rights to Grantees:

(a) Grantees may enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor is complying with the covenants and prohibitions contained in this Conservation Easement. No right of access by the general public to any portion of the Property is created by this Conservation Easement.

(b) Grantees, either individually or collectively, may proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the association, at the expense of owner or person causing damage, to restore the areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

Section 18. Extent of Easements. The rights and easements of enjoyment created in this Article shall be subject to the right of the Association to give, dedicate, mortgage or sell all or any part of the Common Area (including leasehold interests) to any public agency, authority or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions (1) shall be effective unless the same shall be authorized by the affirmative vote of two thirds (2/3) of the votes cast by Members at a duly called meeting of the Members of the Association, and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Member of each class entitled hereunder to vote, nor (2) shall be inconsistent with the purposes and uses of the Common Area as may be shown on the Plat. A true copy of such resolution, together with a certificate of the results of the vote taken thereon, shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Area, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 19. Maintenance. The Association will be responsible for maintenance of all Common Areas, with the exception of the right of way which exists between the sidewalk and street, in front of or to the side of, any Individual Lot Owner's lot. Each Individual Lot Owner shall maintain (including, but not limited to mowing, watering, fertilizing) the area above which is directly in front of or to the side of their Lot. The Association will be responsible for maintenance of the Stormwater Drainage System including, but not limited to, all pipes and

detention/retention areas. The Association will also be responsible for maintenance of the area which exists between the rear property lines of each Individual Lot Owner's lot (hereinafter referred to as the "Green Belt").

Section 20. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) The date exactly 6 years after the recording of this Declaration; or
- (b) At the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (c) Three (3) months after 90% of the Lots have been conveyed to Owners.

Section 3. General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

ARTICLE IV PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS TO THE PROPERTY

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration, the Governing Documents, and all other documents of record affecting the Property.

Section 2. Additions to the Property. The Declarant and the Association reserve the right to add or cause to be added other real property, not now included within the Property, to the Property. Such additional real property shall be subject to the provisions of this Declaration.

Section 3. Annexation of Property. Land may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members of the Association and with the approval of the Federal Housing Administration and the Veterans Administration as long as there is a Class B membership. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Lake County, Florida.

Section 4. Platting. As long as there is a Class B membership and prior to turnover, the Declarant shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner.

Section 5. Merger. Nothing in these Articles is intended to limit or restrict in any way the Association's right or ability to merge with any other association and its Members. Upon a merger or consolidation of the Association with another association, all Common Areas, rights and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

ARTICLE V PRIVACY WALLS

Section 1. Privacy Wall. The Declarant may construct walls, entry monuments signage or fences within the Property ("Privacy Wall" or "Privacy Walls"). A Privacy Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 2. Maintenance of Privacy Walls. The Association shall be responsible for the maintenance of Privacy Walls.

Section 3. Easement of Privacy Wall. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Privacy Wall. Entry upon a Lot by the Declarant of the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

ARTICLE VI FUNCTIONS OF THE ASSOCIATION

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board of Directors (hereinafter the "Board"). The Members shall only have such power or rights of approval or consent as is expressly specified herein, or

in the Association Articles of Incorporation or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specific in the Association Articles or Bylaws, the Association, or its management company, if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

(a) All painting and maintenance of the Common Area, and all improvements thereon, as and when deemed necessary by the Board.

(b) Maintenance and care for all landscaped areas within the Common Areas and public rights-of-way. Maintenance shall include the replacement of fallen or dead trees throughout these areas.

(c) Garbage and trash collection and disposal.

(d) Conducting recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests and invitees.

(e) Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse.

(f) Maintenance of electronic and other surveillance devices.

(g) Installation, operation and maintenance of cable television facilities or other communication systems throughout the Property.

(h) Such other services as are authorized in the Association Articles or Bylaws.

(i) Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

(j) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Subdivision.

(k) Any obligations required of the Association, if any, under that certain City of Groveland/ IGF/ AFH Home Interim Wastewater Treatment Facilities Agreement by and between City of Groveland, Florida, a Municipal corporation, Investment Group of Florida, LLC, a Florida limited liability company, and America's First Home, LLP, a Florida limited liability partnership, dated May 18, 2006 (Wastewater Agreement).

Section 3. Surface Water Management and Drainage. The surface water management and drainage system for the Property consists of a series of integrated systems throughout the Property. The surface water management and drainage system shall be developed, operated and maintained by the Association, in conformance with the requirements of St. Johns River Water Management District and/or any other controlling governmental

authority. The Association including their agents or other designees, shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain, or repair the system, including, but not limited to, all lakes, canals, swale area, retention area, culverts, pipes and related appurtenances. By this easement, the Association, upon prior notice to the Owner, shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District. Provided, however, that such easements shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time.

Section 4. Irrigation of Community Trees. The Association shall maintain and operate the irrigation system located in (i) the road rights-of-way, (ii) Tracts A, B, D, E, F, G, H, I, J, and M as shown on the Plat of the subdivision, (iii) any landscape buffers, and (iv) any parks in the subdivision for the purpose of irrigating the community trees initially planted by the Declarant. The Association shall pay for the cost to maintain and operate such irrigation system (the "Community Irrigation System"). In the event re-use water is used for irrigation purposes, all parties are hereby placed on notice that such re-use water is non-potable and shall not be used for any purpose other than irrigation. Each Owner shall be responsible for irrigating the grass and any other landscaping within any Landscape Easement located on such Owner's Lot.

Section 5. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association or its agent: (1) commencement assessments; (2) administrative assessments; (3) annual assessments or charges; (4) special assessments for capital improvements; (5) assessments for the costs of maintenance and operation of the Surface Water or Stormwater Management System; and (6) assessments for the costs of maintenance and operation of the Mitigation and Conservation Area. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance, operation and repair of the Surface Water or Stormwater Management System, including but not limited to work within the retention areas, drainage

structures, and drainage easements. All assessments, together with late fees, interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due and all subsequent Owners until paid. Provided, however, notwithstanding anything herein to the contrary, no assessment of any kind will be due from Builder and/or Declarant.

Section 2. Purpose of Assessments. The assessments levied by the Association (hereinafter referred to as "Assessments") shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property in accordance with services provided by the Association in Article VII, including, but not limited to, maintaining and operating the streetlights; maintaining and operating the swimming pool (if any), maintaining, operating and improving drainage, landscaping within the Common Area, easement areas, entrance way, and landscape berms; the payment of taxes and insurance on the Common Area; repair, replacement, and additions to the drainage Storm Water Management system and other improvements; and for the costs of labor, equipment, materials, management and supervision thereof. The annual assessment may also provide reasonable reserves for deferred maintenance, replacements and betterments as further set out in the Association Bylaws. The Association is required to annually set aside in a landscaping reserve account 5% of the annual assessments to be used solely for improvement and replacement of the Common Area landscaping as it becomes necessary (the "Landscaping Reserve Account"). The Common Area for purposes of this requirement includes landscape buffers and community trees. Nothing herein precludes additional funds above 5% of the annual assessments from being used for Common Area landscaping. The funds in the Landscaping Reserve Account shall be kept in an interest bearing account. Interest which accrues on the funds held in the Landscaping Reserve Account shall be added to that account's balance.

(a) Declarant and Builder Exemption. The Declarant and Builder shall be exempt from contributing to the Landscaping Reserve Account. Until such time as the Declarant turns over the Association to the Members pursuant to Article IV hereof, the Association is not required to set aside funds in the Landscaping Reserve Account.

(b) Plans and Specifications. Any improvement or replacement of the Common Area landscaping must be made substantially in accordance with the original landscape design, or if not possible, then in substantial accordance with the plans and specifications approved by the Board of Directors, and in conformance with City of Groveland's landscaping requirements at the time of the improvement or replacement.

(c) Surplus. The first monies disbursed in payment of costs of improvement or replacement of the Common Area landscaping shall first be from the Landscaping Reserve Account. If there is a balance in the Landscaping Reserve Account after payment of all costs relating to any improvement or replacement for which the fund is established, such balance shall be retained in the Landscaping Reserve Account.

If at anytime the Landscaping Reserve Account exceeds \$50,000.00 (which amount shall be increased each twelve (12) month period after this Declaration is recorded to keep pace with increases in the Consumer Price Index as published by the United States Bureau of Labor Statistics [or if that index be unavailable, some other suitable index designed to reflect changes in the cost of living selected by the Board]) in the aggregate in any calendar

year, the Association may upon a seventy-five percent (75%) vote of the Members transfer the excess funds to (1) the general operating account of the Association or (2) another reserve account.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Four Hundred Fifty Dollars (\$450.00) per Lot. This maximum annual assessment does not include any other type of assessments which may be levied by the Association.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased each year by twenty percent (20%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval or vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment more than twenty percent (20%) of the prior year's maximum annual assessment, a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Privacy Walls, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Commencement Assessment. Commencement Assessments shall be paid to the Association as follows: (i) One Hundred Dollars (\$100.00) shall be paid by the Builder at the time of a closing on a Lot from the Declarant; (ii) Two Hundred Dollars (\$200.00) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Builder. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments.

Section 6. Educational Facility Benefit District. Every Owner of a Lot, other than the Declarant, is covenanted to partake in the Educational Facility Benefit District ("EFBD") if established between the City of Groveland and Lake County School Board, and to promptly pay the annual assessment to be set by the EFBD.

Section 7. Administrative Assessment. A one time Administrative Assessment which shall initially be Two Hundred Dollars (\$200.00) per Lot shall be paid by any successive purchaser from an Owner (other than Declarant), to the Association, of a Lot at the time of closing on the purchase of the Lot. The Administrative Assessment shall be set annually by the Board of Directors of the Association. The Administrative Assessment is designed to defray the

cost of the Association of maintaining accurate records including transfers of title and changes in addresses of all of its Members and to assure that all new Members receive a complete set of Governing Documents that relate to the rules, regulations and responsibilities of ownership within the community. The Administrative Assessment shall be paid directly to the Association and may be used for any purpose as set forth in this Declaration.

Section 8. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots, and each Lot shall be liable for a pro-rata share of all assessments. Each Lot's pro-rata share shall be equal to $1/x$, with "x" being the number of Lots. For example, if there are 495 Lots, each Lot shall be liable for the percentage of $1/495$ or .20202%.

Section 9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarterly installments if so determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(a) Guarantee of Annual Assessment by Declarant. Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect not to pay the annual assessment on each such unoccupied Lot. Should Declarant so elect not to pay the assessment, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VII, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. Declarant may at any time revoke this election and place itself in the position of being obligated to pay the full impact of all assessments for each Lot owned by the Declarant at the time said revocation is presented to the Association.

(b) Payment of Annual Assessments by Builder. No Annual Assessments will be due from an Owner until a Certificate of Occupancy has been issued for the home located on a Lot.

Section 10. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within 15 days after the due date shall bear a late fee of Fifty Dollars (\$50.00) and interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the

personal component of the obligation by any successors in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby. Provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Section 13. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as of said Special Taxing District had never been created.

Section 14. Municipal Service Taxing Units. In order to perform the services contemplated by this Declaration of Covenants and Restrictions, the Association or Declarant, in conjunction with a governmental authority, may seek the formation of special purpose municipal service taxing units ("MSTUs"). The MSTUs will have responsibilities defined in their enabling resolutions which may include, but are not limited to, establishing and maintaining streetlights, maintaining roadway informational signs, traffic control signs, benches, and trash receptacles, keeping all public roadways and roadside pedestrian easements clean of trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, and other services benefiting the Properties. In the event such MSTUs are formed, the Properties will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with a governmental authority shall have the right to enter upon lands with prior Notice within the Properties to affect the services contemplated. Each Owner by acquiring lands with the Property agrees to pay each and every MSTU assessment imposed upon the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Association retains the right to contract with a governmental authority to provide the services funded by the MSTU's.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except for those improvements constructed by Declarant, no building, fence, wall, pool or other structure of any kind, permanent or temporary, shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. In the event the Board of Directors of the Association fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied. Provided, however, the thirty (30) day time period for review shall not begin to run until an Owner has provided the architectural committee or Board of Directors with complete plans, specifications and all information necessary for review, including, but not limited to, color selections, material descriptions, etc. The Board of Directors shall give Owner notice in writing when the submittals are complete for review and the 30-day review period has begun.

ARTICLE IX
USE RESTRICTIONS

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by the Declarant and all Common Areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating the restrictions the costs incurred by such prevailing party, including reasonable attorney's fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Use. All Lots included within the Property shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to remain on any of said Lots other than one single-family dwelling and ancillary residential structures approved by the Board. Provided, however, the Declarant or the Association, at their option, may construct, maintain and operate recreational facilities on a Lot or Lots within the

Property. The Association shall have the authority to include all costs associated therewith in its annual or special assessments.

Section 3. Manufactured and Pre-Fabricated Housing. Manufactured and pre-fabricated homes are prohibited.

Section 4. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant or the Association, in dredging the water areas, creating land areas from water areas, or creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 5. Laundry Drying or Hanging. The outside drying or hanging of laundry is expressly prohibited on any and all portions of the Property, except under the limited provisions set forth hereafter. Owners are discouraged from any outside drying or hanging of laundry on a Lot. If any Owner does proceed with outside drying or hanging of laundry, such activity shall be restricted to the rear yard of the Lot, which must be enclosed by wall or privacy fence. Further, such drying or hanging of laundry shall be fully concealed so as not to be visible from outside the Lot. Any pole, line or other device used for hanging of laundry shall be portable and shall be removed when not in use.

Section 6. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices (except for those up to and including 39.37 inches in diameter), electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the Association. Satellite television reception devices exceeding 39.37 inches in diameter must have prior written approval from the Board of Directors or the Architectural Review Board and, if approved, must be shielded from view from any street or adjoining Lot. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag. Provided, however, no approval of the Association shall be required for any flag meeting the requirements of Section 720.304(2), Florida Statutes (2004), as amended.

Section 7. Underground Wires. All telephone, electric, cable television and any other wires or cables must be located underground from the poles or installed underground from the transmission source located within platted utility easements, to the building, home or other point of connection, unless the Owner obtains written consent to the contrary from the Declarant or the Architectural Review Committee.

Section 8. Games and Play Structures. All game and play structures, except basketball hoops which are governed by Section 9 below, shall be located at the side or rear of the dwelling improvement, or at the rear of the dwelling improvement of corner Lots. Tree houses or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the dwelling improvement constructed thereon. Placement of any game or play structures over five (5) feet in height and eight (8) feet in width must have prior written approval by the Board or its designated committee.

Section 9. Basketball Hoops. No basketball hoops or backboards shall be attached to any residential dwelling or placed in any front or side yard. Any portable or mechanical

device which enables an Owner to engage in basketball (e.g. a pole mounted with a backboard and hoop which can be moved and temporarily anchored) must be stored on Owner's Lot and not on any Public Right of Way or Easement Area (and out of sight from the front of the house) when not in use.

Section 10. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent, except for Declarant's subdividing of future phases.

Section 11. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a slightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Association is obtained.

Section 12. Irrigation Wells. Irrigation wells for the purposes of providing groundwater for lawns, shrubs and other landscape materials shall not be permitted for individual single family lot owners, but shall be permitted for use by the Declarant and/or the Association, provided the well has been approved by the ARC and such well can be installed and maintained without damage to the Common Areas.

Section 13. Insurance Rates. Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Association without the prior written consent of the Board of Directors.

Section 14. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No owner of any pet shall be permitted to allow its pets to place or have excretions on any portion of the Property other than the Lot of the Owner. Owners shall be required to clean up after their dogs. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their Owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. The Association or the Declarant may establish limits on the number, size, and kind of pets that may be kept or permitted to be kept on any Lot. No pit bull dogs or rottweilers shall be allowed anywhere on the Property, unless the pit bull dog or rottweiler has been certified or accredited and qualified to be a work-related (such as a police dog) or disability dog which has been temperament-tested and provided with an obedience title or certification by the American Kennel Club or other known training and testing organization and also such dog must be approved by the Association in writing.

Section 15. Signs. To maintain a uniform character and appearance for the Property, the Association has established Rules and Regulations governing the display of signs, including all "For Sale" or "For Rent" signs. Association-approved signs which conform to the Rules and Regulations of the Association must be obtained from the Association or the management company hired by the Association. One "For Sale" or "For Rent" sign of the approved type may

be displayed on any Lot. No other signs, flags (other than those permitted by Florida Statutes Section 720.304(2) (2005), as amended), banners, or other forms of advertising within the Community shall be permitted, other than security system stickers or ground staked signs. Temporary "garage sale," "birthday party" or other similar signs marking an event may be approved on a case-by-case basis with prior Board or Architectural Review Committee review and approval. Notwithstanding the foregoing, the Declarant and Builder specifically reserve the right for themselves, their successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 16. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be of a type approved by the City of Groveland and either underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board of Directors of the Association. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All refuse and garbage shall be disposed of regularly in accordance with regulations of the City of Groveland, Lake County and the rules of the Association.

Section 17. Parking Regulations. The following parking regulations shall apply to the Property, in addition to any other Rules and Regulations adopted by the Board.

(a) Restricted Vehicles: The following restricted vehicles shall not be permitted to be parked or to be stored at any place on any portion of the Property, except as provided in this paragraph, unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot:

- (i) commercial vehicles (for example, vehicles not designed and used for normal personal/family transportation) with a capacity of two tons or less;
- (ii) boats;
- (iii) personal watercraft;
- (iv) mobile homes and motor homes;
- (v) house trailers;
- (vi) campers;
- (vii) recreational vehicles or equipment, or the like.

This prohibition of parking shall not apply to the temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot by third-party providers, nor to any vehicles of the Declarant.

(b) Towing of Unauthorized Vehicles: Any unauthorized vehicle, boat or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of such rules for a period of 24 consecutive hours or for 48 nonconsecutive hours in any 7 day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

(c) Additional Parking and Roadway Regulations:

(i) There shall be no on-street parking whatsoever, except for parties and special occasions lasting not longer than six (6) hours in duration. On-street parking for such events must have prior written approval from the Board.

(ii) No more than two (2) vehicles may be parked overnight outside the garage on any Lot.

(iii) No truck, van-type truck, semi-tractor or trailer, or other motor vehicle with a capacity in excess of two tons shall be parked overnight on any Lot, even if parked within a garage or if shielded from view. Provided, however, this restriction shall not apply to motor homes or other recreational vehicles parked in compliance with subsection (a), above.

(iv) No commercial trucks or vehicles may be parked on any Lot between the hours of 6:00 p.m. and 7:00 a.m. on the following day, except (i) work vehicles parked on a Lot during the construction of improvements on a Lot, or (ii) work vehicles (with or without signage) with a capacity of two tons or less, driven by an Owner or tenant of a residence. Pickup trucks or work vehicles (with a capacity of two tons or less driven by an Owner or tenant of a residence) may be parked in the driveway, but only if (a) the pickup truck or work vehicle cannot fit inside the garage, and (b) any printed business name on the outside of the vehicle is covered by a plain magnetic sign matching the exterior of the vehicle. This restriction, however, does not apply to law enforcement vehicles driven by an Owner or tenant of a residence.

(v) No truck, trailer, bus or inoperative, unlicensed, junk or unsightly vehicle of any type may be left or abandoned on any Lot.

(vi) No parking of vehicles on the grass or unpaved surfaces will be allowed.

(d) Off-Road Vehicles: No off-road vehicles of any kind may be operated at any time within the subdivision.

Section 18. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation, unless said maintenance or repairs are conducted inside of garages and are not within the view of any other Owner. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within 12 hours from the vehicle's immobilization or the vehicle must be removed.

Section 19. Prohibited Structures. No structure of a temporary character, including, but not limited to, trailers, mobile homes, tents, shacks, sheds, barns, tree houses or out buildings shall be parked or erected on the Property at any time without the express written permission of the Association or the Board of Directors. Manufactured and prefabricated homes are prohibited. Provided, however, the Declarant and Builder shall be allowed to keep a construction and/or sales trailer on any Lot while construction is ongoing in the subdivision. No building shall be erected on any Lot other than one detached, single family dwelling not to exceed two stories in height, and a two car garage, except as permitted pursuant to Article VIII herein. No fiberglass garage doors are permitted. No garage shall be enclosed or converted to other use without the express written approval of the ARC, except for the temporary use of a garage by the Declarant or a Builder of homes in the Subdivision as a sales office or construction office.

Section 20. Minimum Size of Residence. No dwelling shall be permitted on any Lot containing less than 1,500 square feet, exclusive of entries, porches, patios breezeways, or garages. Every residence shall have a garage, either incorporated or detached, of a minimum size to accommodate two cars.

Section 21. Restriction on Walls, Fences and Columns. No wall, fence or column shall be erected on any Lot, except as approved by the ARC. ARC will not approve any fence or wall in excess of six (6) feet in height for placement. Fences must be placed or erected no closer than 15 feet from the front of the house to back of Lot. For fences or wall five (5) feet or six (6) feet above grade in height, no more than 50 percent shall be opaque. No wall or fence shall be erected or placed within the front setback lines of any Lot, unless said wall or fence shall be an ornamental and desirable feature, and shall not in any manner impair the general scheme of the subdivision area. ARC will not approve any fence which is more than three (3) feet in height or greater than 75 percent opaque for placement within the front yard. No wall, fence or column shall be approved for erection in the Green Belt Area. No chain link or stockade fences are allowed on any Lot. Only vinyl shadow box or painted wood shadow box fences will be approved by ARC, if ARC, in its sole discretion, approves a fence. All fences must match the color or trim of the house. All fences and walls must be of the same architectural style and color as the Residential Unit.

The Board may, in its discretion, approve minor projections above the restricted heights for architectural features.

Section 22. Swimming Pools. Any swimming pool and screening or fencing to be constructed on any Lot shall be subject to the approval and requirements of the ARC which shall include but which shall not be limited to the following:

- (a) Above-ground swimming pools will not be allowed;
- (b) Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations;
- (c) The location shall be approved by the ARC; and
- (d) All fuel tanks for swimming pools, along with other necessary pool mechanical equipment, shall be shielded from view at ground level by appropriate landscaping or decorative fences.

Section 23. Use and Maintenance of Waterbodies. The use of all lakes and waterbodies existing or created in the Common Areas will be in accordance with rules and regulations adopted from time to time by the Association. There will be no construction of any dock or other facility in any lake or waterbody without written approval of the ARC, procured in accordance with standards and requirements set by the ARC from time to time. No motorboats shall be allowed on any of the retention ponds without the written consent of the Association.

Section 24. Air Conditioners. No wall-mounted air conditioning units shall be installed. No air conditioning units shall be placed on the front of any residence (or the side of a residence which faces the street), unless approved by the ARC.

Section 25. Solar Panels. No solar panels shall be allowed on the front roof of any residential dwelling. Nothing in this section shall be construed, however, to limit the reasonable use of renewable resource energy devices as described in Section 163.04, Florida Statutes (2005).

Section 26. No Business. No home-based business shall be conducted on any Lot that is disruptive to the neighborhood or that will increase traffic, parking, noise, or cause other disruptive activities (with the exception of the business of the Declarant and the transferees of the Declarant in developing the Lots in the subdivision), without the prior written permission of the Association's Board of Directors.

Section 27. Mailboxes. All mailboxes shall be of a type and size as required by the Board of Directors or the Architectural Review Board. Mailboxes shall be U.S. Postal Service approved and shall comply with the Builder/Developer neighborhood mailbox and set on a black post.

Section 28. Exterior Walls. Exterior walls of residences may not be exposed painted block. The painting of exterior wall (other than the original paint color) must be approved in writing by the Board or the ARC. The application for change of paint color shall require the submittal of the color schemes to the Board or ARC.

Section 29. Landscaping. All Lots must be fully sodded and/or landscaped, as well as irrigated with an underground automatic irrigation system.

Section 30. Driveways. Driveways must be a minimum width of sixteen (16) feet and of material approved by the Board.

Section 31. Appearance of Lot. The Owner of those Lots on which a residence has been constructed shall keep his grass neatly mowed, his house and structures in good repair and his landscaping properly trimmed and cared for in such a manner that the home and Lot will present an attractive appearance at all times. All Lot Owners shall keep and maintain the grassed or landscaped area lying within any platted road right-of-way contiguous to the front lot line and side street lot line up to the edge of the road pavement. Upon failure of any Owner to properly maintain such area, the Association may perform such upkeep and maintenance as it deems necessary and assess such Owner for the cost thereof. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere on a Lot. Vacant Lots owned by parties other than the Declarant shall be mowed and maintained in the same manner as those Lots where residences have been constructed.

Section 32. Trees. No tree or shrub, the trunk of which exceeds three (3) inches in diameter at one foot (1') above the natural grade shall be cut down or otherwise destroyed except by Declarant without the prior written consent of the ARC. The Board, in its sole discretion, shall have the right to assess a One Hundred Dollar (\$100.00) fine per tree, for violation of this Section. Owner may be required to replace removed trees at Owner's expense.

Section 33. Firearms. The discharge of firearms or bows for any reason is strictly prohibited within the subdivision.

Section 34. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. No illegal activity shall be allowed on any Lot. The use of any motorcycle or motor vehicle without proper noise abatement equipment is prohibited within the subdivision. Any questions with regard to the interpretation of this section shall be decided by the Board of Directors, whose decision shall be final.

Section 35. Cable Television. The Declarant, or its successor or assigns, shall have the right to install, or enter into contracts for the installation of, a cable television system providing cablevision entertainment to the Lots. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under the Property necessary to provide such cable television services to all Owners of Lots; provided, however, such easements shall be reasonably located by the Declarant so as to not unreasonably impair the value of use of Lots.

Section 36. Leasing. Any Owner of a Lot shall be entitled to rent or lease such Lot if:

(a) There is a written rental or lease agreement specifying that: (1) the tenant shall be subject to all provisions of this Declaration and the Governing Documents, and (2) a failure to comply with any provision of this Declaration or the Governing Documents shall constitute a default under the rental or lease agreement;

(b) The period of the rental or lease is at least seven (7) months;

(c) No tenant shall be allowed to have any dog weighing in excess of 40 pounds;
and

(d) The Owner gives notice of the tenancy to the Association and is otherwise in compliance with the terms of this Declaration.

Section 37. Plat Restrictions. All building requirements and restrictions shown on the Plat for Eagle Pointe of Groveland, as recorded in the Public Records of Lake County, Florida, are incorporated herein by reference, and shall be complied with by all Owners.

Section 38. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence on the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of

any other of the foregoing parties which shall be immediately paid for by the Owner as a Special Assessment as provided in this Declaration. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 39. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time, to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning promulgated by the Association. However, once the Association promulgates certain restrictions set forth herein, such restrictions shall be valid until the Association modifies, changes or promulgates new restrictions.

Section 40. Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, the owner shall be notified and shall be given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

Section 41. Common Area. Other than those improvements constructed by or temporarily stored by the Declarant, no improvements shall be constructed or removed upon any portion of the Common Area without the approval of the Association. Furthermore, the following rules shall apply to the Common Area.

- (a) No activities constituting a nuisance shall be conducted upon any Common Area.
- (b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.
- (c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members of the Association.
- (d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the real property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. All insurance policies shall be in the name of the Association (and, prior to Turnover, the Declarant shall be named an additional

insured) and for the benefit of the Members and Owners and such other parties as the Association deems necessary. The insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.

(e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 42. Rules Regarding Recreation Areas. Recreational amenities, which may include parks, playgrounds, and picnic areas ("Recreation Areas") are located within the subdivision. These Recreation Areas are for the use of the Owners and their invited guests. Use of the Recreation Areas is at the user's own risk. Children under ten years old must be supervised by an adult. The Recreation Areas are open from dawn to dusk. The Association shall not be liable for any accidents, injuries or any damages resulting from use of the Recreation Areas by the Owners and their invited guests.

Section 43. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of the Owner's or other party's requirement and obligation to abide by this Declaration.

Section 44. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that a fine may be imposed by the Declarant or the Association for each day a violation continues after notification by the Declarant or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within 15 days after mailing of notice of the fine. If not paid within 15 days, the amount of such fine shall accrue interest at a rate of eighteen percent (18%) per annum, and shall be treated as a Special Assessment as provided in Article VII.

Section 45. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

Section 46. Right of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the completion of future phases of the subdivision and/or improvements, the maintenance of a

sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

ARTICLE X
ENFORCEMENT OF NON-MONETARY DEFAULTS

Section 1. Non-monetary Default. In the event of a violation by any Members or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than 7 days after the receipt of the written notice, or if the violation is not capable of being cured within the 7 day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Association.

(d) Fines. Impose a fine or fines pursuant to Article X, Section 2 of this Declaration.

Section 2. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon an Owner for failure of and Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall provide at least 15 days notice to the Owner setting forth the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

(b) Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner no later than 21 days after the Board of Director's meeting.

(c) Appeal. Any person aggrieved by the decision of the Board of Directors as to a noncompliance may, upon written request to the Board filed within 7 days of the Board's

decision, file an appeal. An appeals committee will be appointed by the Board within 7 days of the request and shall consist of 3 non-interested members of the Association, as provided in Section 720.305(2)(a) of Florida Statutes (2005), as amended. The appeals committee will meet, at which time the Owner shall have the opportunity to appear in person. If the appeals committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The appeals committee shall file a written determination of the matter and serve copies on both the Board and the aggrieved person. A failure of an Owner to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties. The Board of Directors may impose special assessments as follows:

(i) First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(iii) Subsequent noncompliance: a fine not in excess of One Hundred Dollars (\$100.00).

Provided, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed One Thousand Dollars (\$1,000.00) in the aggregate.

(e) Payment of Penalties. Fines shall be paid not later than 30 days after notice of the imposition or assessment.

(f) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

(g) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Section 3. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be Special Assessments under this Article or Article VII.

Section 4. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board of Directors which shall bear an interest rate of eighteen percent (18%) per annum.

Section 5. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a

waiver of the right of Association to enforce such right, provisions, covenant, or condition in the future.

Section 6. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to be constitute an election or remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 7. Enforcement By or Against Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provisions herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of the Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements through the appellate level.

Section 8. Enforcement by St. Johns River Water Management District and Lake County, Florida. St. Johns River Water Management District and Lake County, Florida, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 9. Certificate as to Default. Upon request by any Member, Owner or mortgager holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE XI INDEMNIFICATION

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonable entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that

the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and costs and appellate attorneys' fees and costs) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, the Bylaws, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board of Directors, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

ARTICLE XII

STORMWATER MANAGEMENT AND CONSERVATION AREAS

Section 1. Surface Water/Stormwater Management System.

(a) The Association shall, in perpetuity, operate, maintain and manage the Surface Water or Stormwater Management System(s), denoted on the Property in a manner consistent with St. Johns River Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein which relate to the Surface Water or Stormwater Management System. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by St. Johns River Water Management District.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, Lake County, the City of Groveland and St. Johns River Water Management District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Lake County, the City of Groveland or St. Johns River Water

Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, Lake County, the City of Groveland, the Association, St. Johns River Water Management District, and any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage area or the Surface Water/Stormwater Management System that have been or may be created by easement without the prior written consent of the Association, Lake County, the City of Groveland and St. Johns River Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress shall be removed, if required by the Association, Lake County, the City of Groveland or St. Johns River Water Management District, the cost of which shall be paid for by such Owner as a Special Assessment.

(f) St. Johns River Water Management District, the City of Groveland and Lake County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water/Stormwater Management System.

(g) The Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

(h) The covenants and restrictions regarding the Surface Water/Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that Lake County, the City of Groveland or St. Johns River Water Management District will control, as part of their governmental obligations, by agreement with the Declarant, or as provided in any permits or ordinances.

(i) The Association shall inspect the Surface Water/Stormwater Management System once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The Association shall maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was

functioning as designed and permitted, and make such record available for inspection upon request by St. Johns River Water Management District during normal business hours. If at any time the Surface Water/Stormwater Management System is not functioning as designed and permitted, then within 14 days the Association shall submit an Exceptions Report to the District's Altamonte Springs Service Center, on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.

Section 2. Mitigation and Conservation Area.

(a) The Mitigation and/or Conservation Area, as noted on the Plat of the Property (if any), are part of the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(b) The Association shall operate, maintain and manage the Mitigation and Conservation Area in a manner consistent with St. Johns River Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall be required to monitor and establish the Mitigation Areas. "Establishing" these areas shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, survival and growth of installed aquatic plant material or other surface water or stormwater management requirements as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by St. Johns River Water Management District.

(c) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Mitigation and Conservation Areas without prior written permission of the Association, Lake County, the City of Groveland and the St. Johns River Water Management District.

(d) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Lake County, the City of Groveland or St. Johns River Water Management District to any drainage area or the Mitigation and Conservation Area for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, Lake County, the City of Groveland, St. Johns River Water Management District or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(e) No Lot shall be increased in size by filling in any drainage areas or Mitigation and Conservation Areas. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas, or the Surface Water/Stormwater Management Systems that have been or may be created by easement without the prior written consent of the Association, Lake County, the City of Groveland, and St. Johns River Water Management District.

(f) Any wall, fence, paving, planting or other improvement placed by an Owner within a drainage area, drainage easement, Mitigation and Conservation Areas, including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required, by the Association, Lake County, the City of Groveland, or St. Johns River Water Management District, at Owner's expense.

(g) The Association, Lake County, the City of Groveland or St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Mitigation and Conservation Area.

(h) Declarant reserves the right to grant Conservation Easements to qualified grantees over and across Common Property, Open Space, or Surface Water Management Systems as may be required by state or local law, ordinance, rule or regulation, including, but not limited to, any such easement required by Lake County, Florida, or St. Johns River Water Management District.

Section 3. Water Levels in Retention Ponds; Flooding. The Surface Water/Storm Water Management System is designed to provide drainage for the Property. Neither the Association nor the Declarant shall have any liability whatsoever to any Owner for claims or damages alleged by an Owner due to water levels in the lakes and/or retention ponds, if any, being below normal or otherwise unacceptable to the Owner. Recreational use and aesthetic appearance of the retention ponds is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events, water levels in the retention ponds may recede, and neither the Association nor the Declarant shall have any liability for such conditions. Provided that the Surface Water/Storm Water Management System is constructed in substantial compliance with the plans and specifications therefor approved by the appropriate governmental authorities, neither the Declarant, nor the Association, nor any governmental authority shall be liable to the Association or any Owner for damage caused by flooding, and each Owner acknowledges and agrees that as long as the Declarant and the Association have acted in good faith in reliance on reasonable engineering criteria approved by the governmental authorities in the design and construction of the Surface Water/Storm Water Management System, they shall not be liable for damages sustained by any Owner caused by weather events not taken into consideration in the design or construction of such system and facilities.

Section 4. Natural Conditions.

(a) The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes and other reptiles, alligators, and other animals, some of which may pose hazards to persons or pets coming in contact with them. Each Owner and occupant of any Lot, and every person entering the Property (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within or through the Property; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, any predecessor Declarant, any Builder, nor the members, partners, affiliates, officers, directors, agents or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife in the Property, nor shall they have any liability for any injury resulting from the presence, movement, or propagation of any plant or wildlife within or through the Property.

(b) The natural areas described in subsection (a) above may also contain creeks, ponds, or intermittent pools of water, muddy areas and underbrush, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Lot shall enter upon, or permit their guests or any other person acting on their behalf to enter upon, or disturb such areas in any way without the Association's or Declarant's prior written approval. This restriction does not supersede any restrictions and protections established by the St. John's River Water Management District or other governmental authorities.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interest, duties or obligations created by this Declaration. It is understood that the Association has been formed as a property owner's association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Declarant or the Association or both are given the right, duty or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant is divested of all of its interest in any of the Property, or has terminated its interest in the Property. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of 30 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restriction, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument (based upon a vote of the Members at a duly called meeting of the Members) executed by Owners holding not less than two-thirds (2/3) vote of each class of the membership in the Association, provided, that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained of such amendment, in the sole opinion of the Declarant, effect its interest. The foregoing sentence may not be

amended. No provision of this Declaration may be amended if such provision is required to be included herein by any law. Without limiting the generality of the foregoing paragraph, prior to turnover, the Declarant specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, Veterans Administration, St. Johns River Water Management District or Federal National Mortgage Association. As long as there is Class B membership, as that term is defined in Article I, Section 2 hereof, the Federal Housing Administration or Veterans Administration must approve any amendment to this Declaration other than those to correct scrivener's errors or clarify any ambiguities herein. The Declarant shall have the right at any time within 6 years from the date hereof, but prior to turnover, to amend this Declaration to correct scrivener's error and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any institutional Lender without their written consent.

Any amendment required by any state or local governmental agency, including, but not limited to the City of Groveland, Lake County or the St. Johns River Water Management District shall be executed (i) prior to Turnover by the Declarant, and (ii) after Turnover, by the Association, without the need for the joinder by any other Owner or Mortgagee, or any other party. Such amendment shall be recorded in the Public Records of the County where the Property is located. Such amendment required by any state or local governmental agency will be deemed to not materially or adversely affect Owners or other affected parties.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS ANY PROVISION RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREAS, MUST HAVE THE PRIOR APPROVAL OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

Any amendment to this Declaration which alters any provision relating to (a) the surface water or stormwater management system, (b) the trail system running through any Common Areas, (c) any conservation or mitigation areas; (d) any Common Areas or facilities which are to be maintained by the City of Groveland, (e) utility or drainage easements, (f) rights of way, (g) emergency vehicle access to the Property, (h) landscaping as required in the approved subdivision plans, (i) landscape maintenance, (j) the prohibition of manufactured or prefabricated homes, or (k) the EFBD, must have the prior approval of the City of Groveland.

Section 6. Communication. All communication from individual Owners to the Declarant, its successors or assigns; the Board of Directors of the Association; or any Officer of the Association, shall be in writing.

Section 7. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, which shall take precedence over the Bylaws.

Section 9. Usage. Whenever used herein the singular number shall include the plural and the singular, and the use of any gender shall include all genders.

Section 10. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Lake County, Florida.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned, being the Declarant has hereunto set its hand and seal the day and year first above written.

DECLARANT:

WITNESSES:

INVESTMENT GROUP OF FLORIDA, LLC, a Florida limited liability corporation

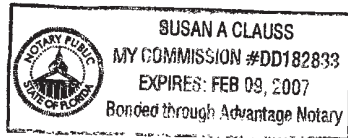
Susan A. Claus
Print Name: Susan A. Claus

Anita R. Geraci
Print Name: Anita R. Geraci

By: Carl Cerilli
Carl Cerilli, Managing Member

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 11th day of ~~June~~ ^{July}, 2006, by Carl Cerilli, as Managing Member of Investment Group of Florida, LLC, a Florida limited liability company. He is personally known to me or produced _____ as identification.



Susan A. Claus
Signature of Notary Public
Susan A. Claus
Print name of Notary Public
Notary Public State of Florida
My Commission Expires: _____

JOINDER BY BUILDER:

IN WITNESS WHEREOF, the undersigned, being the Builder has hereunto set its hand and seal the day and year first above written.

BUILDER:

AMERICA'S FIRST HOME, LLP, a Florida limited liability partnership

WITNESSES:

Catherine Mori

Print Name: Catherine Mori

Mary Anne Costello

Print Name: Mary Anne Costello

By: Ronald E. Wilson
Ronald E. Wilson, President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 11th day of July, 2006, by Ronald E. Wilson, as President of America's First Home, LLP, a Florida limited liability partnership. He is personally known to me or produced _____ as identification.

Catherine Mori
Signature of Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Catherine Mori
Commission #DD362941
Expires: OCT. 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

Print name of Notary Public
Notary Public State of Florida
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION FOR EAGLE POINTE

A portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 22 South, Range 25 East, Lake County, Florida.

AND portions of Tracts 21, 22, 27, 28, 36 – 38 inclusive, 43 – 45 inclusive, and 52 – 61 inclusive, all in Section 9, Township 22 South, Range 25 East, according to the Plat of Groveland Farms, recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida. Said Tracts being equivalent to:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of said Section 9, Township 22 South, Range 25 East.

ALSO, portions of Tracts 6, and 7 in Section 16, Township 22 South, Range 25 East, according to the Plat of Groveland Farms, Recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, being more particularly described as follows:

The Point of Beginning being the North $\frac{1}{4}$ corner of said Section 16, also being the Southeast corner of aforesaid Tract 61, marked by a 6" x 6" concrete monument without identification; thence run S89°59'13"W along the South line of said Tract 61, 82.26 feet; thence run N23°25'27"E, 33.13 feet; thence run N15°43'13"E, 74.15 feet; thence run N15°51'40"W, 73.27 feet; thence run N20°40'24"W, 101.93 feet; thence run N15°14'19"W, 110.24 feet; thence run N07°11'19"W, 99.82 feet; thence run N30°21'54"W, 71.71 feet; thence run N08°51'06"W, 123.52 feet; thence run N00°20'44"E, 80.09 feet; thence run N07°21'49"E, 305.12 feet; thence run N15°14'02"E, 427.97 feet; thence run N07°42'16"E, 149.25 feet; thence run N00°46'11"E, 454.12 feet; thence run N02°38'42"W, 579.96 feet to the South line of the Northwest $\frac{1}{4}$ of said Section 9; thence run S89°52'43"E along said South line, 66.62 feet to the Southeast corner of said Northwest $\frac{1}{4}$; thence run N00°21'14"E along the East line of said Northwest $\frac{1}{4}$, 171.74 feet; thence run N29°05'57"E, 47.06 feet; thence run N00°34'44"E, 58.08 feet; thence run N20°26'58"E, 78.26 feet; thence run N56°16'53"E, 145.51 feet; thence run N74°19'22"E, 175.09 feet; thence run N72°53'39"E, 83.63 feet; thence run N53°22'19"E, 426.16 feet; thence run N52°02'34"E, 219.56 feet; thence run N59°31'31"E, 144.73 feet; thence run N72°10'01"E, 131.41 feet; thence run N21°55'17"E, 271.91 feet; thence run S89°40'30"E, 161.33 feet; thence run S21°55'17"W, 373.90 feet; thence run S50°29'08"E, 73.55 feet; thence run S49°34'07"E, 234.17 feet; thence run S52°45'48"E, 267.48 feet; thence run S57°41'11"E, 76.50 feet; thence run S55°19'53"E, 78.08 feet; thence run S44°55'00"E, 175.72 feet; thence run S24°14'06"E, 278.21 feet; thence run S20°37'25"E, 83.80 feet; thence run S30°22'50"E, 83.47 feet; thence run S14°41'18"E, 417.42 feet; thence run S04°16'02"E, 184.76 feet; thence run S10°27'47"W, 361.73 feet; thence run

S10°11'22"W, 109.86 feet; thence run S32°01'35"W, 166.24 feet; thence run S32°55'45"W, 138.69 feet; thence run S47°12'22"W, 94.92 feet; thence run S01°15'35"W, 105.16 feet; thence run S21°19'48"W, 168.50 feet; thence run S06°21'34"W, 85.66 feet; thence run S16°46'07"W, 83.95 feet; thence run S38°06'35"W, 133.32 feet; thence run S53°50'45"W, 97.91 feet; thence run S67°00'00"W, 65.54 feet; thence run S28°09'59"W, 12.93 feet; thence run S01°26'21"W, 114.02 feet; thence run S00°45'46"E, 115.68 feet; thence S06°14'43"W, 121.29 feet; thence run S58°14'44"E, 7.09 feet; thence run N80°57'57"E, 130.10 feet; thence run S88°44'29"E, 103.45 feet; thence run S79°17'36"E, 69.21 feet; thence run S83°16'22"E, 126.25 feet; thence run S79°03'18"E, 88.88 feet; thence run S51°09'16"E, 92.44 feet; thence run S23°22'22"E, 124.11 feet; thence run S43°15'34"E, 28.77 feet to the South line of aforesaid Tract 57; thence run N89°44'39"W along said South line, 352.41 feet to the Northeast corner of aforesaid Tract 7; thence run S00°17'16"W along the East line of said Tract 7, 358.16 feet; thence run N89°52'42"W, 774.53 feet; thence run N00°07'18"E, 590.00 feet; thence run N89°52'42"W, 1205.00 feet to the West line of aforesaid Tract 60; thence run S00°21'14"W along said West line, 227.20 feet to the Point of Beginning.

EXHIBIT "B"

ARTICLES OF INCORPORATION OF
EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.,

a not for profit corporation

The undersigned subscribers, all of whom are above the age of 18 years and competent to contract, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and do hereby agree and certify as follows:

ARTICLE I - NAME

The name of this Corporation shall be **EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.** (the "Corporation" or "Association").

ARTICLE II - PURPOSE

The Corporation does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Areas of Eagle Pointe of Groveland subdivision (the "Subdivision"), to be established by Investment Group of Florida, LLC, a Florida limited liability corporation (hereinafter called "Developer" or "Declarant") upon the following described property, situate, lying and being in Lake County, Florida:

see Exhibit "A" attached hereto and made a part hereof,

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe of Groveland (the "Declaration"), which will be recorded in the Public Records of Lake County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Areas. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III - POWERS

The Corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

06 MAY 31 AM 11:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED

1. To make and establish reasonable rules and regulations governing the use of the Lots and Common Areas in accordance with the terms as may be defined in the Declaration. The surface water management permit issued by St. Johns River Water Management District and all of its conditions shall be attached as an exhibit to the rules and regulations of the Association.
2. To levy and collect assessments against members of the Corporation to defray the common expenses of the maintenance and operation of the Common Areas as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the Common Areas and in accomplishing the purposes set forth in the Declaration.
3. To maintain, repair, replace, operate and manage the Common Areas of this Subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.
4. To enforce the provisions of the Declaration and these Articles, the Bylaws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Common Areas as the same may be hereafter established.
5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this Subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this Subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Corporation.
6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration.
7. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District Permit requirements and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.
8. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.
9. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

10. To borrow money, and with the assent of the representatives of two-thirds (2/3rds) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

11. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by the representatives of two-thirds (2/3rds) of each class of Members, agreeing to such dedication, sale or transfer. Provided, however, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replating of any portion of the Common Property.

12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

13. To sue and be sued in a court of law.

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The Declarant and the owners of all Lots in the Subdivision shall be members of the Corporation, and no other persons or entities shall be entitled to membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

B. Membership shall be established by the acquisition of fee title to a Lot in the Subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of a party shall be automatically terminated upon his or her being divested of all title to or his or her entire fee ownership interest in any Subdivision Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Subdivision Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

C. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Lot. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration and in the Bylaws.

D. The Association shall have two classes of voting membership:

1. **CLASS A.** Class A members shall be all Lot owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one

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person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

2. CLASS B. Class B member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, whichever occurs earlier:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (b) the date exactly 6 years after the recording of the Declaration; or
- (c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (d) three (3) months after 90% of the Lots have been conveyed to Owners.

ARTICLE V - TERM

Existence of the Corporation shall commence with the filing of these Articles with the Florida Secretary of State. The Corporation shall exist in perpetuity.

ARTICLE VI - PRINCIPAL OFFICE

The principal office of the Corporation shall be located initially at 600 South Main Avenue, Minneola, Florida 34715, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be located at 600 South Main Avenue, Minneola, Florida 34715, and the initial registered agent of the Corporation shall be Carl Cerilli. The Corporation may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles. The registered agent for the Corporation shall maintain copies of all permits issued by St. Johns River Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

ARTICLE VIII - DIRECTORS

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected as provided by the Bylaws of the Corporation, which provide for election of directors at the

annual meeting to be held on the second Thursday of February or as directed by the Board of Directors. The first annual meeting shall be held on or before February 8, 2007 or as directed by the Board of Directors. The Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of this Corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| <u>Name:</u> | <u>Address:</u> |
|--------------|--|
| Carl Cerilli | 600 South Main Avenue Minneola, Florida 34715 |
| Fred Plummer | 600 South Main Avenue Minneola, Florida 34715 |
| Britt Barnes | 600 South Main Avenue Minneola, Florida 34715 |

ARTICLE IX - OFFICERS

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

| <u>Office:</u> | <u>Name:</u> | <u>Address:</u> |
|----------------|--------------|--|
| President | Carl Cerilli | 600 South Main Avenue Minneola, Florida 34715 |

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| | | |
|---------------------|--------------|--|
| Vice President | Fred Plummer | 600 South Main Avenue Minneola, Florida 34715 |
| Secretary/Treasurer | Britt Barnes | 600 South Main Avenue Minneola, Florida 34715 |

ARTICLE X - SUBSCRIBERS

The subscribers to these Articles of Incorporation are:

| <u>Name:</u> | <u>Address:</u> |
|--------------|--|
| Carl Cerilli | 600 South Main Avenue Minneola, Florida 34715 |
| Fred Plummer | 600 South Main Avenue Minneola, Florida 34715 |
| Britt Barnes | 600 South Main Avenue Minneola, Florida 34715 |

ARTICLE XI - BYLAWS

The original Bylaws of the Corporation shall be adopted by the Board of Directors and thereafter, such Bylaws may be altered or rescinded by the Board in such manner as said Bylaws may provide.

ARTICLE XII - INDEMNIFICATION

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged by a court of competent jurisdiction guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII - DISSOLUTION

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. In any event, the Association may only be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3rds) of each class of Members.

In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code ("F.A.C."), and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. Any other assets will be dedicated to a public body, or conveyed to a non-profit organization of similar purposes.

ARTICLE XIV - COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE XV - AMENDMENTS

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, provided that it is approved by two thirds (2/3rds) of each class of Members.

ARTICLE XVI - DEFINITIONS

Capitalized terms contained herein shall have the definitions and meanings set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned do hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 25 day of may, 2006.

Carl Cerilli
Carl Cerilli

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 25th day of may, 2006, by Carl Cerilli, who is personally known to me, or who produced _____ as identification.

[Affix Notary Seal]



Susan A. Clauss
Notary Public Signature
My commission expires: _____

Susan A. Clauss
Print Notary Public Name

[Signature]
Fred Plummer

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 25th day of may 2006, by Fred Plummer, who is personally known to me, or who produced _____ as identification.

[Affix Notary Seal]



Susan A. Claus
Notary Public Signature
My commission expires: _____

Susan A. Claus
Print Notary Public Name

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[Signature]
Britt Barnes

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 25th day of May, 2006, by Britt Barnes, who is personally known to me, or who produced _____ as identification.

[Affix Notary Seal]



Susan A. Claus
Notary Public Signature
My commission expires: _____

Susan A. Claus
Print Notary Public Name

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE
SERVICE OF PROCESS WITHIN FLORIDA AND
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC, desiring to organize as a corporation under the laws of the State of Florida with its registered office and principal place of business at 600 South Main Avenue, Minneola, Florida 34715, has named and designated Carl Cerilli as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above named Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated this 25th day of May, 2006.



Carl Cerilli, Registered Agent

FILED
06 MAY 31 AM 11:19
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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EXHIBIT "A"
Legal Description

LEGAL DESCRIPTION OF EAGLE POINTE

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of the original document.

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AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.,
a not for profit corporation

In accordance with Chapter 617, Florida Statutes the articles of incorporation of Eagle Pointe of Groveland Homeowners' Association, Inc., a Florida not for profit corporation, are hereby amended and restated (the "Amended and Restated Articles of Incorporation") to read in their entirety as follows:

ARTICLE I - NAME

The name of this Corporation shall be **EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.** (the "Corporation" or "Association").

ARTICLE II - PURPOSE

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Areas of Eagle Pointe of Groveland subdivision (the "Subdivision"), to be established by Investment Group of Florida, LLC, a Florida limited liability corporation (hereinafter called "Developer" or "Declarant") upon the following described property, situate, lying and being in Lake County, Florida:

see **Exhibit "A"** attached hereto and made a part hereof,

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe of Groveland (the "Declaration"), which will be recorded in the Public Records of Lake County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Areas. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III - POWERS

The Corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

1. To make and establish reasonable rules and regulations governing the use of the Lots and Common Areas in accordance with the terms as may be defined in the Declaration. The surface water management permit issued by St. Johns River Water

Management District and all of its conditions shall be attached as an exhibit to the rules and regulations of the Association.

2. To levy and collect assessments against members of the Corporation to defray the common expenses of the maintenance and operation of the Common Areas as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the Common Areas and in accomplishing the purposes set forth in the Declaration.

3. To maintain, repair, replace, operate and manage the Common Areas of this Subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.

4. To enforce the provisions of the Declaration and these Articles, the Bylaws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Common Areas as the same may be hereafter established.

5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this Subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this Subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Corporation.

6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration.

7. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. Johns River Water Management District Permit requirements and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

8. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

9. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

10. To borrow money, and with the assent of the representatives of two-thirds (2/3rds) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

11. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by the representatives of two-thirds (2/3rds) of each class of Members, agreeing to such dedication, sale or transfer. Provided, however, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replatting of any portion of the Common Property.

12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

13. To sue and be sued in a court of law.

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The Declarant and the owners of all Lots in the Subdivision shall be members of the Corporation, and no other persons or entities shall be entitled to membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

B. Membership shall be established by the acquisition of fee title to a Lot in the Subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of a party shall be automatically terminated upon his or her being divested of all title to or his or her entire fee ownership interest in any Subdivision Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Subdivision Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

C. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Lot. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration and in the Bylaws.

D. The Association shall have two classes of voting membership:

1. **CLASS A.** Class A members shall be all Lot owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

2. **CLASS B.** Class B member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, whichever occurs earlier:

(a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(b) the date exactly 6 years after the recording of the Declaration; or

(c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

(d) three (3) months after 90% of the Lots have been conveyed to Owners.

ARTICLE V - TERM

Existence of the Corporation shall commence with the filing of these Articles with the Florida Secretary of State. The Corporation shall exist in perpetuity.

ARTICLE VI - PRINCIPAL OFFICE

The principal office of the Corporation shall be located initially at 600 South Main Avenue, Minneola, Florida 34715, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be located at 600 South Main Avenue, Minneola, Florida 34715, and the initial registered agent of the Corporation shall be Carl Cerilli. The Corporation may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles. The registered agent for the Corporation shall maintain copies of all permits issued by St. Johns River Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

ARTICLE VIII - DIRECTORS

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected as provided by the Bylaws of the Corporation, which provide for election of directors at the annual meeting to be held on the second Thursday of February or as directed by the Board of Directors. The first annual meeting shall be held on or before February 8, 2007 or as directed by the Board of Directors. The Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of this Corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| <u>Name:</u> | <u>Address:</u> |
|------------------|--|
| Carl Cerilli | 600 South Main Avenue Minneola, Florida 34715 |
| Fred Plummer | 600 South Main Avenue Minneola, Florida 34715 |
| Lucas R. Plummer | 600 South Main Avenue Minneola, Florida 34715 |

ARTICLE IX - OFFICERS

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

| <u>Office:</u> | <u>Name:</u> | <u>Address:</u> |
|--------------------------|--------------|--|
| President/Treasurer | Carl Cerilli | 600 South Main Avenue Minneola, Florida 34715 |
| Vice President/Secretary | Fred Plummer | 600 South Main Avenue Minneola, Florida 34715 |

ARTICLE X - SUBSCRIBERS

The subscribers to these Articles of Incorporation are:

| <u>Name:</u> | <u>Address:</u> |
|------------------|--|
| Carl Cerilli | 600 South Main Avenue Minneola, Florida 34715 |
| Fred Plummer | 600 South Main Avenue Minneola, Florida 34715 |
| Lucas R. Plummer | 600 South Main Avenue Minneola, Florida 34715 |

ARTICLE XI - BYLAWS

The original Bylaws of the Corporation shall be adopted by the Board of Directors and thereafter, such Bylaws may be altered or rescinded by the Board in such manner as said Bylaws may provide.

ARTICLE XII - INDEMNIFICATION

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged by a court of competent jurisdiction guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII - DISSOLUTION

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. In any event, the Association may only be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3rds) of each class of Members.

In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code ("F.A.C."), and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. Any other assets will be dedicated to a public body, or conveyed to a non-profit organization of similar purposes.

ARTICLE XIV - COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.

ARTICLE XV - AMENDMENTS

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, provided that it is approved by two thirds (2/3rds) of each class of Members.

ARTICLE XVI - DEFINITIONS

Capitalized terms contained herein shall have the definitions and meanings set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned do hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 11th day of July, 2006.

Carl Cerilli
Carl Cerilli

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 11th day of July, 2006, by Carl Cerilli, who is personally known to me, or who produced _____ as identification.

[Affix Notary Seal]



Susan A. Clauss
Notary Public Signature
My commission expires: _____

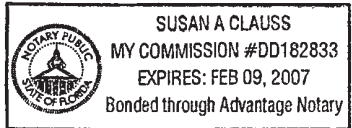
Susan A. Clauss
Print Notary Public Name

Fred Plummer
Fred Plummer

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 11th day of July, 2006, by Fred Plummer, who is personally known to me, or who produced _____ as identification.

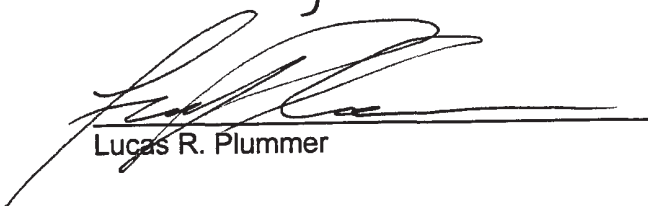
[Affix Notary Seal]



Susan A. Clauss
Notary Public Signature
My commission expires: _____

Susan A. Clauss
Print Notary Public Name

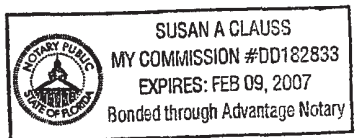
IN WITNESS WHEREOF, the undersigned do hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 11th day of JULY, 2006.


Lucas R. Plummer

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 11th day of JULY, 2006, by Lucas R. Plummer, who is personally known to me, or who produced _____ as identification.

[Affix Notary Seal]



Susan A. Clauss
Notary Public Signature
My commission expires: _____

Susan A. Clauss

Print Notary Public Name

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE
SERVICE OF PROCESS WITHIN FLORIDA AND
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC. desiring to organize as a corporation under the laws of the State of Florida with its registered office and principal place of business at 600 South Main Avenue, Minneola, Florida 34715, has named and designated Carl Cerilli as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

Having been named to accept service of process for the above named Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties as Registered Agent.

Dated this 11th day of July, 2006.



Carl Cerilli, Registered Agent

EXHIBIT "A"

LEGAL DESCRIPTION OF EAGLE POINTE

A portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 22 South, Range 25 East, Lake County, Florida.

AND portions of Tracts 21, 22, 27, 28, 36 – 38 inclusive, 43 – 45 inclusive, and 52 – 61 inclusive, all in Section 9, Township 22 South, Range 25 East, according to the Plat of Groveland Farms, recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida. Said Tracts being equivalent to:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of said Section 9, Township 22 South, Range 25 East.

ALSO, portions of Tracts 6, and 7 in Section 16, Township 22 South, Range 25 East, according to the Plat of Groveland Farms, Recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, being more particularly described as follows:

The Point of Beginning being the North $\frac{1}{4}$ corner of said Section 16, also being the Southeast corner of aforesaid Tract 61, marked by a 6" x 6" concrete monument without identification; thence run S89°59'13"W along the South line of said Tract 61, 82.26 feet; thence run N23°25'27"E, 33.13 feet; thence run N15°43'13"E, 74.15 feet; thence run N15°51'40"W, 73.27 feet; thence run N20°40'24"W, 101.93 feet; thence run N15°14'19"W, 110.24 feet; thence run N07°11'19"W, 99.82 feet; thence run N30°21'54"W, 71.71 feet; thence run N08°51'06"W, 123.52 feet; thence run N00°20'44"E, 80.09 feet; thence run N07°21'49"E, 305.12 feet; thence run N15°14'02"E, 427.97 feet; thence run N07°42'16"E, 149.25 feet; thence run N00°46'11"E, 454.12 feet; thence run N02°38'42"W, 579.96 feet to the South line of the Northwest $\frac{1}{4}$ of said Section 9; thence run S89°52'43"E along said South line, 66.62 feet to the Southeast corner of said Northwest $\frac{1}{4}$; thence run N00°21'14"E along the East line of said Northwest $\frac{1}{4}$, 171.74 feet; thence run N29°05'57"E, 47.06 feet; thence run N00°34'44"E, 58.08 feet; thence run N20°26'58"E, 78.26 feet; thence run N56°16'53"E, 145.51 feet; thence run N74°19'22"E, 175.09 feet; thence run N72°53'39"E, 83.63 feet; thence run N53°22'19"E, 426.16 feet; thence run N52°02'34"E, 219.56 feet; thence run N59°31'31"E, 144.73 feet; thence run N72°10'01"E, 131.41 feet; thence run N21°55'17"E, 271.91 feet; thence run S89°40'30"E, 161.33 feet; thence run S21°55'17"W, 373.90 feet; thence run S50°29'08"E, 73.55 feet; thence run S49°34'07"E, 234.17 feet; thence run S52°45'48"E, 267.48 feet; thence run S57°41'11"E, 76.50 feet; thence run S55°19'53"E, 78.08 feet; thence run S44°55'00"E, 175.72 feet; thence run S24°14'06"E, 278.21 feet; thence run S20°37'25"E, 83.80 feet; thence run S30°22'50"E, 83.47 feet; thence run S14°41'18"E, 417.42 feet; thence run S04°16'02"E, 184.76 feet; thence run S10°27'47"W, 361.73 feet; thence run S10°11'22"W, 109.86 feet; thence run S32°01'35"W, 166.24 feet; thence run S32°55'45"W, 138.69 feet; thence run S47°12'22"W, 94.92 feet; thence run S01°15'35"W, 105.16 feet; thence run S21°19'48"W, 168.50 feet; thence run S06°21'34"W, 85.66 feet; thence run S16°46'07"W, 83.95 feet; thence run S38°06'35"W, 133.32 feet; thence run S53°50'45"W, 97.91 feet; thence run S67°00'00"W, 65.54 feet; thence run S28°09'59"W, 12.93 feet; thence run S01°26'21"W, 114.02 feet; thence run S00°45'46"E, 115.68 feet; thence run S06°14'43"W, 121.29 feet; thence run S58°14'44"E, 7.09 feet; thence run N80°57'57"E, 130.10 feet; thence run S88°44'29"E, 103.45 feet; thence run S79°17'36"E, 69.21 feet; thence run S83°16'22"E, 126.25 feet; thence run S79°03'18"E, 88.88 feet; thence run S51°09'16"E, 92.44 feet; thence run

S23°22'22"E, 124.11 feet; thence run S43°15'34"E, 28.77 feet to the South line of aforesaid Tract 57; thence run N89°44'39"W along said South line, 352.41 feet to the Northeast corner of aforesaid Tract 7; thence run S00°17'16"W along the East line of said Tract 7, 358.16 feet; thence run N89°52'42"W, 774.53 feet; thence run N00°07'18"E, 590.00 feet; thence run N89°52'42"W, 1205.00 feet to the West line of aforesaid Tract 60; thence run S00°21'14"W along said West line, 227.20 feet to the Point of Beginning.

EXHIBIT "C"

**BYLAWS OF EAGLE POINTE OF GROVELAND
HOMEOWNERS' ASSOCIATION, INC.**

BYLAWS OF

EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

The name of the corporation is the EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 600 South Main Ave., Minneola, Florida 34715, but the meeting of members and directors may be held at such places within Lake or Orange County, Florida, as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All terms and definitions used herein are to be further defined and clarified as set forth in and according to the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe of Groveland, to be recorded in the Public Records of Lake County, Florida.

Section 1. "Association" shall mean and refer to the Eagle Pointe of Groveland Homeowners' Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as hereinafter defined) which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and incorporated herein, and such additions thereto, as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Property," "Common Area," or "Common Areas" shall mean all real property (including the improvements thereto), which is actually and specifically dedicated, deeded or leased to the Association or otherwise owned by the Association, if any, for the common use and enjoyment of the Owners and any easements which the Declarant has elected to maintain, as shown on the Plat of EAGLE POINTE OF GROVELAND, to be recorded in the Public Records of Lake County, Florida. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property to the Association. Common Property is specifically reserved for the use and benefit of Owners, and is an integral appurtenant part of each Lot.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat which contains the Property, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Investment Group of Florida, LLC, a Florida limited liability company, its successors and/or assigns.

Section 7. "Builder" shall mean America's First Home, LLP, a Florida limited liability partnership, its successors and/or assigns.

Section 8. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and Articles of Incorporation of the Association.

Section 9. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Eagle Pointe of Groveland, as recorded in the Public Records of Lake County, Florida.

Section 10. "Eagle Pointe of Groveland" shall mean the subdivision containing the property set forth in Exhibit "A" and any additional property made a part thereof.

ARTICLE III - MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on January 31, 2007, and each subsequent regular annual meeting of the Members shall be held on the 31st of January for each year thereafter, in the evening, or as directed by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors or upon written request of 10% of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting; the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3rd) of the total votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. The Members have the right, unless otherwise provided in this subsection or in the governing documents, to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form provides so expressly, any proxy holder may appoint, in writing, a substitute to act in his place.

ARTICLE IV - BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the Members shall elect three directors for a term of one (1) year.

Section 3. Removal. After the Declarant's turnover, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors. Any such verbal approval shall be put into a writing, executed by the secretary of the Association, within 14 days from the date of the meeting and thereafter be placed with the records of the Association.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Declarant Election. The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least 5% of the Lots within the Property. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

ARTICLE VI - MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Meetings. A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. The first annual meeting of the Board of Directors shall be held on January 31, 2007, or as directed by the Board of Directors. The annual meetings thereafter shall occur on the 31st of January of each year thereafter. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

(a) Notices of Meetings. Notices of all Board meetings must be posted in a conspicuous place within Eagle Pointe of Groveland at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place within Eagle Pointe of Groveland, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, the Board may provide notice of a schedule of Board meetings.

(b) Assessments. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

(c) Voting. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee or other similar body, including the Architectural Review Committee, if any.

Section 2. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 3. Minutes. Minutes of all meetings of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes. All minutes not initially kept in written form shall be put into writing within 14 days from the date of the meeting.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to Owners;

(g) to contract for the management of the Association and Common Areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

(h) to employ personnel to perform the services required for proper administration of the Association; and

(i) the undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Declarant, or another entity. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

(2) send written notice of each assessment to every Owner subject thereto at least fourteen (14) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter;

(i) mortgage or encumber Common Areas as set forth in the Declaration, and assign such assessments or portions thereof to Owners; and

(j) prepare an annual financial report within sixty (60) days after the close of the fiscal year of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either:

(1) financial statements presented in conformity with generally accepted accounting practices; or

(2) a financial report of actual receipts and expenditures, cash basis, which report must show:

(i) the amount of receipts and expenditures by classification;

and

(ii) the beginning and ending cash balances of the Association.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be president and vice president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. After the sale of all Lots, no person shall simultaneously hold more than one of

any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice President:** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX - COMMITTEES

The Association may appoint an Architectural Review Committee as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purpose of the Association.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner or Owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added.

ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: EAGLE POINTE OF GROVELAND HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation.

ARTICLE XIII - AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the affirmative vote of two-thirds (2/3rds) of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV - MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XV - FISCAL MANAGEMENT AND REQUIRED RECORDS OF THE ASSOCIATION

The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

Section 1. The Association shall maintain accounting records for the property it maintains in Lake County, Florida, where the property is located, according to good accounting practices. The records shall be open for inspection by Owners or their authorized representatives. The records shall include, but are not limited to:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- (d) A copy of the Declaration and a copy of each amendment thereto.
- (e) A copy of the current rules of the Association.
- (f) The Minutes of all meetings of the Board of Directors and of the Members, which Minutes must be retained for at least 7 years.
- (g) A current roster of all Members and their mailing addresses and parcel identifications.

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(3) All tax returns, financial statements, and financial reports of the Association.

(4) Any other records that identify, measure, record, or communicate financial information.

(k) An account for each Lot designating the name and current address of the Lot Owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

Section 2. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association.

Section 3. The depository of the Association shall be such federally insured bank or banks, as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the Directors.

Section 4. An audit of the accounts of the Association shall be made annually by an accountant.

Section 5. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE XVI - PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with statutes of the State of Florida.

ARTICLE XVII - TURNOVER

At the time the Members are entitled to elect at least a majority of the Board of Directors of the Association, the Declarant shall, at the Declarant's expense, within no more than 90 days deliver the following documents to the Board:

- (a) All deeds to Common Areas owned by the Association, if any.
- (b) The original of the Declaration.
- (c) A certified copy of the Articles.
- (d) A copy of the Bylaws.
- (e) The minute books, including all minutes of the Association.
- (f) The books and records of the Association.
- (g) Policies, rules, and regulations, if any, which have been adopted.
- (h) Resignations of directors who are required to resign because the Declarant is required to relinquish control of the Association.
- (i) The financial records of the Association from the date of incorporation through the date of turnover.
- (j) All Association funds and control thereof.
- (k) All tangible property of the Association, if any.
- (l) A copy of all contracts which may be in force with the Association as one of the parties.
- (m) A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others who are currently employed by the Association.
- (n) Any and all insurance policies in effect.
- (o) Any permits issued to the Association by governmental entities.
- (p) Any and all warranties in effect.
- (q) A roster of current Owners and their addresses and telephone numbers and Lot numbers.
- (r) Employment and service contracts in effect.
- (s) All other contracts in effect to which the Association is a party.

[SIGNATURES FOLLOW ON NEXT PAGE.]

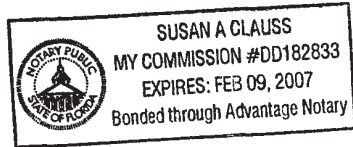
IN WITNESS WHEREOF, we, being all of the Directors of Eagle Pointe of Groveland Homeowners' Association, Inc., have hereunto set our hands this 11th day of July, 2006.

DIRECTORS:

Carl Cerilli
Carl Cerilli

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 11th day of July, 2006, by Carl Cerilli, who is personally known to me, or who produced _____ as identification.



Susan A. Clauss
Notary Public Signature
My commission expires: _____

Susan A. Clauss
Print Notary Public Name


Fred Plummer

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 11th day of July,
2006, by Fred Plummer, who is personally known to me, or who produced _____
_____ as identification.

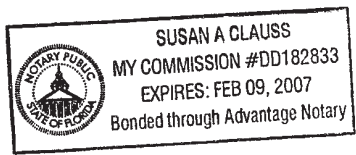


Susan A. Clauss
Notary Public Signature
My commission expires: _____
Susan A. Clauss
Print Notary Public Name


Lucas R. Plummer

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 1th day of JULY,
2006, by Lucas R. Plummer, who is personally known to me, or who produced
_____ as identification.




Susan A. Clauss
Notary Public Signature
My commission expires: _____
Susan A. Clauss
Print Notary Public Name

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly-elected Secretary of Eagle Pointe of Groveland Homeowners' Association, Inc., a Florida not for profit corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11th day of July, 2006.



Fred Plummer, Secretary

EXHIBIT "A"

LEGAL DESCRIPTION OF EAGLE POINTE

A portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 9, Township 22 South, Range 25 East, Lake County, Florida.

AND portions of Tracts 21, 22, 27, 28, 36 – 38 inclusive, 43 – 45 inclusive, and 52 – 61 inclusive, all in Section 9, Township 22 South, Range 25 East, according to the Plat of Groveland Farms, recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida. Said Tracts being equivalent to:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, and the West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of said Section 9, Township 22 South, Range 25 East.

ALSO, portions of Tracts 6, and 7 in Section 16, Township 22 South, Range 25 East, according to the Plat of Groveland Farms, Recorded in Plat Book 2, Pages 10 and 11, Public Records of Lake County, Florida, being more particularly described as follows:

The Point of Beginning being the North $\frac{1}{4}$ corner of said Section 16, also being the Southeast corner of aforesaid Tract 61, marked by a 6" x 6" concrete monument without identification; thence run S89°59'13"W along the South line of said Tract 61, 82.26 feet; thence run N23°25'27"E, 33.13 feet; thence run N15°43'13"E, 74.15 feet; thence run N15°51'40"W, 73.27 feet; thence run N20°40'24"W, 101.93 feet; thence run N15°14'19"W, 110.24 feet; thence run N07°11'19"W, 99.82 feet; thence run N30°21'54"W, 71.71 feet; thence run N08°51'06"W, 123.52 feet; thence run N00°20'44"E, 80.09 feet; thence run N07°21'49"E, 305.12 feet; thence run N15°14'02"E, 427.97 feet; thence run N07°42'16"E, 149.25 feet; thence run N00°46'11"E, 454.12 feet; thence run N02°38'42"W, 579.96 feet to the South line of the Northwest $\frac{1}{4}$ of said Section 9; thence run S89°52'43"E along said South line, 66.62 feet to the Southeast corner of said Northwest $\frac{1}{4}$; thence run N00°21'14"E along the East line of said Northwest $\frac{1}{4}$, 171.74 feet; thence run N29°05'57"E, 47.06 feet; thence run N00°34'44"E, 58.08 feet; thence run N20°26'58"E, 78.26 feet; thence run N56°16'53"E, 145.51 feet; thence run N74°19'22"E, 175.09 feet; thence run N72°53'39"E, 83.63 feet; thence run N53°22'19"E, 426.16 feet; thence run N52°02'34"E, 219.56 feet; thence run N59°31'31"E, 144.73 feet; thence run N72°10'01"E, 131.41 feet; thence run N21°55'17"E, 271.91 feet; thence run S89°40'30"E, 161.33 feet; thence run S21°55'17"W, 373.90 feet; thence run S50°29'08"E, 73.55 feet; thence run S49°34'07"E, 234.17 feet; thence run S52°45'48"E, 267.48 feet; thence run S57°41'11"E, 76.50 feet; thence run S55°19'53"E, 78.08 feet; thence run S44°55'00"E, 175.72 feet; thence run S24°14'06"E, 278.21 feet; thence run S20°37'25"E 83.80 feet; thence run S30°22'50"E, 83.47 feet; thence run S14°41'18"E, 417.42 feet; thence run S04°16'02"E, 184.76 feet; thence run S10°27'47"W, 361.73 feet; thence run S10°11'22"W, 109.86 feet; thence run S32°01'35"W, 166.24 feet; thence run S32°55'45"W, 138.69 feet; thence run S47°12'22"W, 94.92 feet; thence run S01°15'35"W, 105.16 feet; thence run S21°19'48"W, 168.50 feet; thence run S06°21'34"W, 85.66 feet; thence run S16°46'07"W, 83.95 feet; thence run S38°06'35"W, 133.32 feet; thence run S53°50'45"W, 97.91 feet; thence run S67°00'00"W, 65.54 feet; thence run S28°09'59"W, 12.93 feet; thence run S01°26'21"W, 114.02 feet; thence run S00°45'46"E, 115.68 feet; thence S06°14'43"W, 121.29 feet; thence run S58°14'44"E, 7.09 feet; thence run N80°57'57"E, 130.10 feet; thence run S88°44'29"E, 103.45 feet; thence run S79°17'36"E, 69.21 feet; thence run S83°16'22"E, 126.25 feet; thence run S79°03'18"E, 88.88 feet; thence run S51°09'16"E, 92.44 feet; thence run

S23°22'22"E, 124.11 feet; thence run S43°15'34"E, 28.77 feet to the South line of aforesaid Tract 57; thence run N89°44'39"W along said South line, 352.41 feet to the Northeast corner of aforesaid Tract 7; thence run S00°17'16"W along the East line of said Tract 7, 358.16 feet; thence run N89°52'42"W, 774.53 feet; thence run N00°07'18"E, 590.00 feet; thence run N89°52'42"W, 1205.00 feet to the West line of aforesaid Tract 60; thence run S00°21'14"W along said West line, 227.20 feet to the Point of Beginning.

EXHIBIT D

LEGAL DESCRIPTION OF FUTURE PHASES OF EAGLE POINTE

Parcels 1, 2, and 3, inclusive, designated Future Development according to the Plat of EAGLE POINTE, PHASE I, according to the plat thereof as recorded in Plat Book 59, Pages 36 through 42, inclusive, Public Records of Lake County, Florida.