

Prepared by and return to:
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AMENDMENT AND SUPPLEMENTAL DECLARATION
to Declaration of Covenants, Conditions and Restrictions
for
EAGLE POINTE OF GROVELAND

as previously recorded in Book 3215, Page 1196-1282
of the Public Records of Lake County, Florida

THIS FIRST AMENDMENT AND SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE
POINTE OF GROVELAND is made this 8th day of June, 2012.

WITNESSETH:

WHEREAS, on July 20, 2006, the Investment Group of Florida, LLC, as the original
Declarant, caused to be recorded in Book 3215 at Pages 1196-1282 of the Public Records of Lake
County, Florida, a Declaration of Covenants, Conditions, and Restrictions ("Declaration") for the
Eagle Pointe of Groveland Subdivision located in Lake County, State of Florida (the "Subdivision");

WHEREAS, pursuant to Article XIII Section 5, Declarant may at any time within 6 years
amend the aforementioned Declaration to correct scrivener's error and clarify any ambiguities
determined to exist;

WHEREAS, Florida law permits the Declarant to supplement the Declaration at any time
prior to turnover;

WHEREAS, Declarant deems it necessary and advisable to amend said Declaration as
hereinafter set forth; and

NOW, THEREFORE, in consideration of these premises, the Declarant hereby Supplements
the Declaration of Covenants, Conditions, and Restrictions as previously be recorded in Book 3215
at Pages 1196-1282 of the Public Records of Lake County, Florida, and the same shall be binding
upon itself, and its successors and assigns, and upon each and every person, both natural and
corporate, who is now an "Owner" or which shall hereafter acquire any interest in any lot in said
subdivision known as Eagle Pointe of Groveland.

Recital A is hereby supplemented to include:

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 which have been approved by the City of Groveland. The City of
Groveland's approved plan is attached hereto and incorporated as Exhibit "E."

Section 4 is hereby amended as follows: "Builder" shall mean and refer to America's First
Home, LLP, a Florida limited liability partnership, D.R. Horton, Inc., a Florida Corporation, its
successors and/or its assigns.

Section 7 is hereby amended as follows: "Declarant" shall mean and refer to Investment
Group of Florida, LLC, a Florida limited liability corporation, Centennial Bank, an Arkansas banking
company and its successors and assigns which are designated as the Declarant hereunder in a
recorded instrument executed by the immediately preceding Declarant.

Section 9 is hereby amended as follows: "Governing Documents" shall mean and
collectively refer to the Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations
adopted by the association as amended from time to time. Any reference herein to these Governing
Documents (individually) shall include all amendments thereto.

Section 11 is hereby supplemented to include: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map including the map attached hereto as Exhibit "F" or plat which contains the Property, with the exception of the Common Area.

Article II Section 1(a) is hereby amended as follows: All provisions of this Declaration, the Governing Documents, any recorded plans for the subdivisions; and the plat or plats of the Subdivision; as amended from time to time.

Article III Section 2 is hereby amended as follows: 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; or¹~~

(b) (a) 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) (b) Three (3) months after 90% of the Lots have been conveyed to Owners.

Article VI is hereby supplemented to include Section 6 which shall state as follows:

Section 6. Common Area Landscaping. It shall be the responsibility of the Association to ensure all landscaping requirements of the Subdivision are met per the approvals by the City of Groveland.

Article VII Section 2(a) is hereby amended as follows: 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 ~~VHVI~~, 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 supervisions thereof. The annual assessment may also provide reasonable reserves for deferred maintenance, replacements, and betterments as further set out in the Association Bylaws. Beginning July 1, 2012, ~~The~~ association is required to annually set aside in a landscaping reserve account 5% of the annual assessments to be used solely for installation, improvement, and replacement of the Common Area landscaping as it comes 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 Landscape Reserve Account. ~~Until such time as the Declarant turns over the Association to the Members pursuant to the Article IV hereof, the Association is not required to set aside funds in the Landscaping Reserve Account.~~
- (b) Plans and Specifications. Any installation, 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 installation, 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 installation, improvement, or replacement for which the fund is established such balance shall be retained in the Landscaping Reserve Account. If the funds in the Landscaping Reserve Account are insufficient to cover the costs of

¹ Per Florida Statutes Section 720.307 (2011).

installation, improvement, or replacement the costs of same shall be paid from the general operating account of the Association.

The remainder of Section 2 shall remain the same.

Section 4 is hereby amended as follows: 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. For purposes of this section, "Capital Improvements" shall include Common Area landscaping requirements.

Article IX Section 29 is hereby amended as follows: Landscaping. All Lots must be fully sodded and/or landscaped, as well as irrigated with an underground automatic irrigation system. This is an obligation of the Owner enforceable by the Association pursuant to the City of Groveland and this Declaration.

Article IX Section 32 is hereby supplemented to include: Trees. All Owners in the Subdivision are responsible for installation and maintenance of the trees on their respective lots pursuant to any applicable laws, ordinances, or community development plans. 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.

Article IX Section 37 is hereby supplemented to include: 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, and the Master Subdivision Plan attached hereto are incorporated herein by reference, and shall be complied with by all Owners.

In all other aspects the existing covenants remain unchanged and they are ratified as if restated here in full.

IN WITNESS WHEREOF the Declarant has executed this Amendment and Supplemental Declaration on this ____ day of June, 2012.

Witnesses:
[Signature]
Robert A. Whiting

CENTENNIAL BANK
By: [Signature]
Printed Name: MERESA LANKFORD
Its: Sr. VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing document was acknowledged before me on June 7, 2012, by Meresa Lankford, who is personally known to me or presented [Signature] as identification.

[Signature]
Notary Public

(SEAL)

