

This instrument prepared by and
should be returned to:



Cara Singeltary, Esquire
Bret Jones, P.A.
700 Almond Street
Clermont, FL 34711

**ASSIGNMENT OF DEVELOPER'S RIGHTS
UNDER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR EAGLE POINTE OF GROVELAND**

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR EAGLE POINTE (hereinafter referred to as this "Assignment") is made and entered into as of the 24th day of September, 2012 by and between CENTENNIAL BANK, N.A., a Arkansas Banking Corporation (hereinafter referred to as "Assignor") and ALFRESCO ACQUISITIONS, LLC, a Florida limited liability company (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor is the "Developer" under that certain Declaration of Covenants, Conditions, and Restrictions for Eagle Pointe of Groveland, recorded on July 20, 2006, in Official Records Book 3215, Page 1196, as amended by that certain Amendment and Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Eagle Pointe of Groveland recorded on June 8, 2012, in Official Records Book 4172, Page(s) 1 through 3, inclusive, all of the Public Records of Lake County, Florida, as the same may be further amended from time to time (the "Declaration"), as successor by foreclosure action through Certificate of Sale issued on June 23, 2001, recorded June 24, 2011 in Official Records Book 4045, Page 1630, of the Public Records of Lake County, Florida; and

WHEREAS, Assignee has, as of July 31, 2012, entered into an Agreement with Assignor for the partial assignment of Developer's Rights for the platted portion of Eagle Pointe Phase I, according to the map or plat thereof, as recorded in Plat Book 59, Page(s) 39 through 42, inclusive, of the Public Records of Lake County, Florida (see attached Exhibit A);

WHEREAS, Assignee has, as of the date hereof, acquired all of the real property interests of Assignor relating to the Subdivision of Eagle Pointe Phase I II, III, and IV legally described as Eagle Pointe Phase I and Parcels 1, 2, and 3, of Eagle Pointe Phase I, according to the plat thereof recorded in Plat Book 59, Pages 39 through 42, inclusive, of the Public Records of Lake County, Florida, and, in connection therewith, Assignor has agreed to assign, transfer, and convey to Assignee any and all rights and privileges of Assignor as the Developer under the Declaration, and Assignee is desirous of accepting such assignment, transfer and conveyance and exercising all such rights and privileges as Developer under the Declaration, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the payment of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Assignee to Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby covenant and agree as follows:

1. **Incorporation of Recitals; Definitions.** The foregoing recitals are incorporated herein and made a part of this Assignment as if fully set forth herein. Unless otherwise defined herein, capitalized terms set forth in this Assignment shall have the meanings and definitions set forth in the Declaration.

2. **Assignment of Rights.** Assignor does hereby assign, transfer, and convey to Assignee all of Assignor's right, title, and interest in, to, and under the Declaration, including, without limitation, all rights and privileges of Assignor as Developer under the Declaration and all right, title, interest, and privilege incidental to the rights of Assignor as Developer under the Declaration including, without limitation, all membership, voting, veto, approval, or other rights, powers, or privileges of Assignor in and with respect to the Eagle Pointe of Groveland Homeowners Association, Inc., a Florida not for profit corporation (the "Association"), whether under the Declaration or otherwise (together the "Assigned Rights"). Notwithstanding the foregoing, the rights, duties, obligations and liabilities accepted and assumed by Assignee shall not include any liabilities imposed by the Declaration arising from (i) any

Initials Handwritten initials in black ink, appearing to be "M" and "WS".

negligent acts of Assignor that may have occurred prior to the Effective Date or (ii) any breach of duties of the Assignor under the Declaration that may have occurred prior to the Effective Date.

3. **Acceptance of Assignment.** Assignee hereby accepts the foregoing assignment of the Assigned Rights from Assignor and hereby agrees to assume and exercise all of the Assigned Rights from and after the effective date of this Assignment. Assignee also accepts and acknowledges its designation as Developer under the Declaration.

4. **Assignor's Representations.** Assignor represents to Assignee, for itself and its successors and assigns, as follows: (a) Assignor is the Developer as defined by the Declaration; (b) Assignor has good right, power, and authority to assign and convey the foregoing rights as the Developer under the Declaration to Assignee; and (c) this Assignment and Acceptance has been duly authorized by Assignor and is executed on behalf of Assignor by a representative duly authorized to execute the same.

5. **Indemnification.** Assignee hereby agrees to indemnify and hold the Assignor harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of any failure of Assignee to perform any obligations under or arising out of the Declaration arising from and after the Effective Date. Assignor hereby agrees to indemnify and hold Assignee harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorney's and paralegals' fees) arising out of any failure of Assignor to perform any obligations under or arising out of the Declaration before the Effective Date.

6. **Governing Law, Jurisdiction and Venue.** The terms and provisions of this Assignment shall be governed by and enforced in accordance with the laws of the State of Florida. The parties hereto acknowledge and agree that the State of Florida has jurisdiction over this Assignment and that any actions brought in connection with the interpretation or enforcement of this Assignment shall be heard in the State Courts of Lake County, Florida.

7. **Waiver or Modification.** This Assignment may be modified, amended, superseded, or cancelled, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written document executed by duly authorized officers of each party, or, in the case of a waiver of consent, by or on behalf of the party or parties waiving compliance or giving such consent. A purported oral modification shall not be effective.

8. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused these presents to be executed in manner and form sufficient to bind them as of the day and year first above written.

ASSIGNOR:

Signed, sealed and delivered
In the presence of:

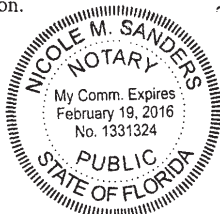
CENTENNIAL BANK, N.A., a

Jan R. Crago
Printed Name: Jan R. Crago
Nicole Sanders
Printed Name: Nicole Sanders

By: Meresa Lanford
Name: Meresa Lanford
Title: Sr. Vice President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 25th day of September, 2012, by Meresa Lanford, as SVP of CENTENNIAL BANK, an Arkansas banking corporation. Said officer [] is personally known to me or [] produced a _____ driver's license as identification.





Nicole M Sanders
Print Name: Nicole M Sanders
NOTARY PUBLIC
My commission expires: 2/19/16


ASSIGNEE:

Signed, Sealed and Delivered
in the Presence of:

ALFRESCO ACQUISITIONS, LLC,
a Florida limited liability company


Name: LLOYD V. OSMAN


By: 
Name: W. R. Bowen
Title: MANAGER


Name: AMY ADAMS



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 26th day of SEPTEMBER, 2012, by BILL MOYLAN, as MANAGER of ALFRESCO ACQUISITIONS, LLC, a Florida limited liability company. Said officer [] is personally known to me or [] produced a FLORIDA driver's license as identification.


Print Name: LLOYD V. OSMAN
NOTARY PUBLIC
My commission expires: 2-19-2016

Prepared by and Return to
Alison Strange, Esq.
Bret Jones, P.A.
700 Almond Street
Clermont, FL 34711

PARTIAL ASSIGNMENT OF DEVELOPER'S RIGHTS

This Partial Assignment of Developer's Rights ("Assignment") is made and entered into this 31 day of July, 2012 (the "Effective Date"), by and between Centennial Bank ("Centennial") and Alfresco Acquisitions, LLC ("Alfresco").

WITNESSETH

WHEREAS, Centennial, as current Developer, under the Declaration of Covenants, Conditions, and Restrictions for Eagle Pointe Phase I, as amended, which are of record in Official Records Book 3215, Page 1196, of the Lake County, Public Records (the "Declaration");

WHEREAS, by deed dated June 27, 2012, Centennial conveyed to Alfresco the real property more particularly described as: Lots 54 through 81, inclusive; Lots 138 through 157, inclusive; Lot 159 and Lot 160, EAGLE POINTE PHASE I, according to the map or plat thereof, as recorded in Plat Book 59, Page(s) 39 through 42, inclusive, of the Public Records of Lake County, Florida which is subject to the Declaration;

WHEREAS, "Phase I" is the platted portion of EAGLE POINTE PHASE I, according to the map or plat thereof, as recorded in Plat Book 59, Page(s) 39 through 42, inclusive, of the Public Records of Lake County, Florida and does not include Parcels 1, 2, and 3, thereof;

WHEREAS, "Phases II, III, and IV" is legally described as Parcels 1, 2, and 3 Eagle Pointe Phase I, according to the plat thereof as recorded in Plat Book 59, Pages 36 through 42, Public Records of Lake County, Florida;

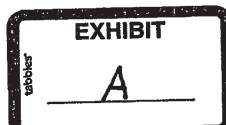
WHEREAS, Centennial, as successor by foreclosure action and through Certificate of Sale issued on June 23, 2011, recorded on June 24, 2011, assigns to AlfrescoCentennial rights as Developer of Phase I under the Declaration.

WHEREAS, Centennial specifically excludes from this Assignment its rights as Developer of Phase II, III, and IV;

WHEREAS, Centennial, its successors and assigns, retains its rights as the Developer for Phases II, III, and IV.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above-recitals, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Centennial does hereby partially transfer, set over, and assign to Alfresco, including its successors and



assigns forever, Centennial's right, title, and interest in and to the Declaration as Developer of Phase I, and Alfresco by accepting such assignment, does hereby agree to assume Centennial's obligations under the Declaration for Phase I only.

1. Assignment of Development Rights. Centennial, in accordance with the Declaration, does hereby assign, in part, the Centennial's rights as Developer under the Declaration to the Alfresco; and, Alfresco hereby accepts the assignment of these rights. Notwithstanding the foregoing, the rights, duties, obligations and liabilities accepted and assumed by Alfresco shall not include any liabilities imposed by the Declaration arising from (i) any negligent acts of Centennial that may have occurred prior to the Effective Date or (ii) any breach of duties of the Centennial under the Declaration that may have occurred prior to the Effective Date.
2. Centennial's Representations. Centennial represents to Alfresco, for itself and its successors and assigns, as follows: (a) Centennial is the Developer as defined by the Declaration; (b) Centennial has good right, power, and authority to assign and convey the foregoing rights as the Developer under the Declaration to Alfresco; and (c) this Assignment and Acceptance has been duly authorized by Centennial and is executed on behalf of Centennial by a representative duly authorized to execute the same.
3. Construction, Interpretation, and Venue. This Assignment shall be construed and interpreted in accordance with the substantive laws of the State of Florida, without reference to the principles of conflict of laws of such State. By signing below each party consents to the jurisdiction of the Circuit Courts of Lake County, Florida and hereby waives any and all objections and/or affirmative defenses to the same.
4. Waiver or Modification. This Assignment may be modified, amended, superseded, or canceled, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written document executed by duly authorized officers of each of Centennial and Alfresco, or, in the case of a waiver of consent, by or on behalf of the party or parties waiving compliance or giving such consent. A purported oral modification shall not be effective.
5. Indemnification. Alfresco hereby agrees to indemnify and hold the Centennial harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorneys' and paralegals' fees) arising out of any failure of Alfresco to perform any obligations under or arising out of the Declaration arising from and after the Effective Date for Phase I. Centennial hereby agrees to indemnify and hold Alfresco harmless for, from and against any losses, damages, liabilities, actions, proceedings, demands, claims, costs and expenses (including reasonable attorney's and paralegals' fees) arising out of any failure of Centennial to perform any obligations under or arising out of the Declaration before the Effective Date or related to Phases II, III, and IV after the Effective Date.
6. Attorney's Fees. Centennial and Alfresco will each be solely responsible for, and bear all of, its own respective expenses, including, without limitation, expenses of legal counsel, accountants, and other advisors incurred at any time in connection with pursuing or consummating the assignment and transactions contemplated herein.

EXHIBIT "A"

a. Should either party employ an attorney to enforce any of the provisions hereof or to protect its interest in any matter arising out of or related to this Assignment, the prevailing party shall be entitled to all reasonable costs, charges, and expenses, including attorneys' and paralegal fees, through any appellate proceedings, expended, or incurred in connection therewith.

b. Notwithstanding the foregoing, the parties hereto recognize the benefit of amicable resolution and desire that any future disputes be resolved (or attempt to be resolved) first through alternative dispute resolution. Accordingly, prior to initiating any legal action, the aggrieved party shall offer to engage in mediation and shall give the other party(ies) thirty (30) days to engage in said mediation. In the event either party fails to engage in mediation in good faith (as demonstrated by their non-involvement in the mediation or as determined by the mediator), then said party(ies) shall not recover attorneys' fees at trial or on appeal even if such party(ies) are determined to be the "prevailing party" for purposes of the litigation; in addition, the non-participating party(ies) shall be responsible for the other party's attorneys fees regardless of who prevails. The parties will attempt to agree on a mediator; however, if they are unwilling or unable to do so, then the party responding to the mediation demand shall be permitted to select the mediator.

7. Good Faith. The parties of this Assignment, including their respective successors and/or assigns, agree to act in good faith towards each other in matters related to the community of Eagle Pointe in its entirety. This shall include but not be limited to providing written notice and reasonable opportunity to comment in the event of one party makes changes to the community that may affect the other party.

8. Construction. This Assignment shall be binding on any successors or assigns of the parties hereto.

9. Descriptive Headings. The descriptive heading of the several sections contained in this Assignment are included for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

10. Gender and Number. Whenever the singular or plural number, or masculine or feminine gender, is used herein, it shall equally include the other.

11. Entire Agreement. This Assignment, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Assignment shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Assignment.

12. Invalid Provisions. If any provision of this Assignment is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be fully severable, and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof. The

EXHIBIT "A"

remaining provisions of the Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Assignment.

13. Joint Drafting. The parties acknowledge that each party and its counsel have reviewed, commented on, and approved the Assignment, and that each party is relying solely on its and its counsel's independent judgment as to the legal and/or tax consequences and effectiveness of this Assignment. Further, the parties acknowledge that each party has had the opportunity to make revisions and/or changes to this Assignment and, as a result thereof, that this Assignment shall be treated as having been jointly drafted by the parties hereto; accordingly, this Assignment shall not be construed against either of the parties. The rule of construction providing that ambiguities within the Assignment are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Alfresco Acquisitions, LLC

Centennial Bank

W.R.B.
Print Name: W.R. Brown
Its: MANAGER

Melissa Lusk
Print Name: MELISSA LUSK
Its: SR. VICE PRESIDENT

WITNESSES

L. Y. O.
Print Name: LLOYD Y. OSMA

Connie Bacher
Print Name: Connie Bacher

Amy Adams
Print Name: Amy Adams

Becky L. Deutsch
Print Name: BECKY L. DEUTSCH

EXHIBIT "A"

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 25th day of July, 2012, by Meresahankford, as Sr. Vice Pres. of Centermial Bank, a Arkansas banking corporation doing business in Florida, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Notary Stamp

Cindy D. Brock
Notary Public, State of Florida



STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 26th day of September, 2012, by Bill Moylan, as MANAGER of Alfresco Acquisitions, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced FL DRIVERS LICENSE as identification.

Notary Stamp

L. Vinson Osman
Notary Public, State of Florida



EXHIBIT "A"