

This instrument prepared by and
should be returned to:



Alison Strange, Esquire
Bret Jones, P.A.
700 Almond Street
Clermont, Florida 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 19th day of March, 2013 by and between ALFRESCO ACQUISITIONS, LLC, a Florida limited liability company, whose address is 13900 Country Road 455, Suite 107, Clermont, Florida 34711 (hereinafter referred to as "Assignor") and Eagle Pointe Partners, LLC, a Florida limited liability company, whose mailing address is 700 Almond Street, Clermont, Florida 34711 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, the Property herein described is subject to 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"), with **CENTENNIAL BANK, N.A.**, a **Arkansas Banking Corporation**, being successor by foreclosure action through Certificate of Title 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, Assignor acquired rights as the "Developer" under that certain Assignment of Developer's Rights Under Declaration of Covenants, Conditions, and Restrictions for Eagle Pointe of Groveland, recorded on November 2, 2012, in Official Records Book 4234, Page 1951, Public Records of Lake County, Florida, 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

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, those rights described in that Assignment of Developer's Rights Under Declaration of Covenants, Conditions, and Restrictions for Eagle Pointe of Groveland, recorded on November 2, 2012, in Official Records Book 4234, Page 1951, Public Records of Lake County, Florida, together with any and all such additional 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 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.

Initials: *NS* / *BJ*

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:

ALFRESCO ACQUISITIONS, LLC,
a Florida limited liability company

[Signature]
Name: LLOYD OSMAN

By: [Signature]
Name: W. R. BOWMAN
Title: MANAGER

[Signature]
Name: Cynthia Jimenez

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19th day of March, 2013, by William Bowman, as MANAGER of ALFRESCO ACQUISITIONS, LLC, a Florida limited liability company. Said officer [] is personally known to me or [X] produced a FLORIDA driver's license as identification.



[Signature]
Print Name: LLOYD OSMAN
NOTARY PUBLIC
My commission expires: 2-19-16

ASSIGNEE:

Signed, Sealed and Delivered
in the Presence of:

EAGLE POINTE PARTNERS, LLC,
a Florida limited liability company

Marcela M Parks
Name: MARCELA M. PARKS

By: Bret Jones, manager
Name: Bret Jones
Title: manager

Carrie O'Boyle
Name: Carrie O'Boyle

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 19th day of March, 2013, by Bret Jones, as Manager of **EAGLE POINTE PARTNERS, LLC**, a Florida limited liability company. Said officer [] is personally known to me or [] produced a driver's license as identification.

Constance B Cook
Print Name: Constance B. Cook
NOTARY PUBLIC
My commission expires: _____

