

RETURN TO: CE 1492 ✓
EQUITABLE TITLE OF CELEBRATION, LLC
610 SYCAMORE STREET, SUITE 190
CELEBRATION, FL 34747

This instrument prepared by and
after recording return to:

Andrew J. Orosz, Esquire
Lawndes, Drosdick, Doster, Kantor & Reed, P.A.
35 North Eola Drive
Orlando, Florida 32801

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**SUPPLEMENT TO AND PARTIAL ASSIGNMENT OF DECLARANT RIGHTS UNDER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF EAGLE POINTE OF GROVELAND**

THIS SUPPLEMENT TO AND PARTIAL ASSIGNMENT OF DECLARANT RIGHTS UNDER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE POINTE OF GROVELAND (“Assignment”) is made as of this 12th day of May, 2014 (the “Effective Date”), by and between **EAGLE POINTE PARTNERS, LLC**, a Florida limited liability company, whose address is 607 Celebration Avenue, Celebration, Florida 34747, (hereinafter referred to as “Assignor”) to **HANOVER EAGLE POINTE, LLC**, a Florida limited liability company, whose address is 2420 S. Lakemont Avenue, Suite 450, Orlando, FL 32814 (“Assignee”), and joined by **EAGLE POINTE OF GROVELAND HOMEOWNERS’ ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “Association”).

RECITALS:

A. By virtue of that certain Assignment of Developer’s Rights Under Declaration of Covenants, Conditions, Easement and Restrictions for Eagle Pointe of Groveland by and between Alfresco Acquisitions, LLC, a Florida limited liability company, as assignor, and Assignor, as assignee, dated as of March 19, 2013 and recorded April 24, 2013 in Official Records Book 4313, Page 1817, Assignor is the “Developer” under that certain Declaration of Covenants, Conditions and Restrictions dated July 11, 2006 and recorded July 20, 2006 in Official Records Book 3215, Page 1196, as amended by that certain Amendment and Supplemental Declaration recorded in Official Records Book 4172, Page 1, as further amended by that certain Affidavit in Official Records Book 4173, Page 159, all of the Public Records of Lake County, Florida (collectively, the “Declaration”), which encumbers certain real property in Lake County, Florida, as defined in the Declaration (“Property”).

B. On even date herewith, Assignor has conveyed to Assignee that certain tract of property designated for future development being more particularly identified on **Exhibit “A”** attached hereto and made a part hereof (the “Conveyed Property”) and in connection therewith,

Assignor wishes to assign and transfer to Assignee the Developer's Rights (as that term is defined below) as to the Conveyed Property, and Assignee agrees to accept the obligations and duties associated with such assigned Developer's Rights as to the Conveyed Property only, all as expressly set forth in this Assignment.

NOW, THEREFORE, in consideration of the premises, and for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Assignment as if fully set forth herein.

2. DEFINED TERMS. All capitalized terms used in this Assignment shall have the same meanings given to such terms in the Declaration, unless otherwise amended or indicated to the contrary in this Assignment.

3. ASSIGNMENT. Assignor does hereby grant, assign, transfer and set over unto Assignee all of Assignor's right, title, and interest of Assignor as the Developer pursuant to and under the Declaration and all rights and privileges associated therewith, solely with respect to the Conveyed Property, including, but not limited to, Assignor's right to deficit fund the Association pursuant to the terms of the Declaration, if applicable, and FL. Stat. §720.308(1)(b), and the right to plat the Conveyed Property pursuant to Article IV, Section 4 of the Declaration (collectively, "**Developer's Rights**"). The Association joins in the execution of this Assignment to expressly consent and agree to the foregoing, and to unconditionally approve, together with Assignor, the platting and development of the Conveyed Property in a manner that is substantially consistent with the preliminary site plan attached hereto as Exhibit "B". Each of the Association and the Assignor, in its capacity as developer, agree that the Assignee shall be deemed a "Builder" for all purposes pursuant to the Declaration.

4. ACCEPTANCE. Assignee does hereby accept the foregoing grant, assignment, and transfer from Assignor of the Developer's Rights solely with respect to the Conveyed Property, and accepts the obligations and duties under the Declaration associated with such assigned Developer's Rights, but solely to the extent accruing or arising from and after the date hereof.

5. REPRESENTATIONS AND WARRANTIES. Assignor represents and warrants to Assignee that, to the knowledge of Assignor, Assignor: (i) is the sole owner and holder of the Developer's Rights assigned by Assignor to Assignee herein, and turnover of control of the Association has not yet occurred; (ii) has the right and authority to enter into, execute and deliver this Assignment in favor of Assignee; (iii) has not previously sold, assigned, transferred, remised, released or quit-claimed any of the Developer's Rights to any person or entity; (iv) the Developer's Rights are free and clear from all encumbrances and obligations; and (v) there are no breaches or defaults of the Developer's Rights as of the date hereof. The Association represents and warrants that the person executing this Assignment is fully authorized to do so,

and that the statements set forth herein are true and accurate and shall be and constitute a binding obligation on the Association, enforceable by Assignee, its successors and/or assigns.

6. INDEMNITY. Assignor hereby defends, indemnifies and holds Assignee harmless from any and all fees (including reasonable attorneys' fees), costs and damages arising from Assignor's default or non-compliance with the Developer's Rights arising prior the Effective Date hereof. Association hereby defends, indemnifies and holds Assignee harmless from and against any claim, liability, or damage suffered or incurred by Assignee as a result of the failure, falsity, or unenforceability of any matter attested to by the Association hereunder.

7. CONFIRMATION OF ANNEXATION. Each of Assignor, in its capacity as Developer, and Association, ratify, certify, and confirm, for the avoidance of any doubt, that the Additional Property, including, without limitation, the Conveyed Property, is expressly included in the description of the Property, and is subject to and bound by the terms of the Declaration in all respects without the requirement of the consent, joinder, or vote of any person or entity.

8. SUBSEQUENT AMENDMENT OF DECLARATION. From and after the date hereof, Assignor shall not amend (a) the Declaration, (b) the Articles, or (c) the Bylaws, without the express prior written consent and joinder of Assignee, which may be granted or withheld in Assignee's sole and absolute discretion, and any such purported amendment shall be deemed void and of no further force or effect.

9. NOTICE: Any notices to the Declarant given pursuant to the terms of or in connection with the Declaration, the Articles, the Bylaws, this Assignment, or required under applicable law, shall be addressed to both Assignor and Assignee at the post office addresses listed above.

10. DEFAULT. In the event that Assignor or the Association breaches any term or provision hereof, Assignee shall have the right to seek any and all remedies under applicable law and in equity including, but not limited to, the right to seek equitable and injunctive relief and damages, including, without limitation, consequential and punitive damages. In the event of any dispute hereunder or of any action to interpret or enforce this Assignment, any provision hereof or any matter arising herefrom, the party which does not prevail shall pay to the prevailing party all costs and expenses incurred including, without limitation, attorneys', paralegals' and expert fees, incurred by the prevailing party, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial, on appeal or post-judgment.

11. SEVERABILITY: The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions hereof, and this Assignment shall be construed in all respects as if the invalid or unenforceable provision were omitted.

12. ENTIRE AGREEMENT: This Assignment contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no change of any item or provision of this Assignment shall be valid or binding unless the same shall be in writing and signed by all the parties hereto.

13. BINDING EFFECT: This Assignment shall be binding upon Assignor and Assignee, and their respective successors and assigns.

14. GOVERNING LAW: This Assignment shall be governed and interpreted under the laws of the State of Florida.

15. FURTHER ASSURANCES. Each of the parties hereto agree that they shall execute and deliver to the other such additional and supplemental documents or further assurances, from time to time as requested, as may be necessary to implement the transactions contemplated pursuant to this Assignment when requested to do so by any party to this Assignment.

16. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Assignor, Assignee, and the Association have executed this Assignment as of the Effective Date.

Signed, sealed and delivered in the presence of:

“ASSIGNOR”

EAGLE POINTE PARTNERS, LLC, a Florida limited liability company

Print Name: Yantza Logrono
Print Name: Sandy M Thompson

By: Jeff Ippoliti, mba
Name: Jeff Ippoliti
Title: manager

[SEAL]

STATE OF FLORIDA
COUNTY OF Oseola

The foregoing instrument was acknowledged before me this 10th day of June, 2014, by Jeff Ippoliti, as manager of EAGLE POINTE PARTNERS, LLC, a Florida limited liability company, on behalf of the limited liability company. Said person (check one) [X] is personally known to me or [] produced as identification.

Print Name:
Notary Public, State of Florida
Commission No.:
My Commission Expires:

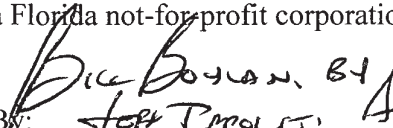


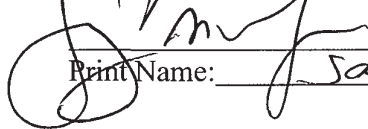
Signed, sealed and delivered
in the presence of:

“ASSOCIATION”

**EAGLE POINTE OF GROVELAND
HOMEOWNERS’ ASSOCIATION, INC.,**
a Florida not-for-profit corporation


Print Name: Maritza Lagrone


By: Jeff Ippoliti, Attorney in fact
Name: ~~Bill Boylan~~ by ~~Jeff Ippoliti~~ as
Title: ~~President~~ attorney in fact


Print Name: Sandy M Thompson

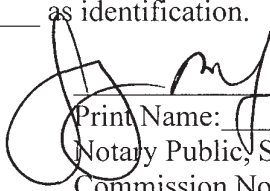
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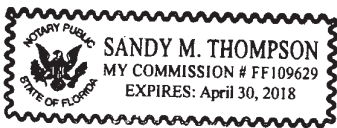
STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 11th day of June, 2014,
by Jeff Ippoliti as attorney in fact for ** of **EAGLE POINTE OF
GROVELAND HOMEOWNERS’ ASSOCIATION, INC.,** a Florida not-for-profit
corporation, on behalf of the corporation. Said person (check one) is personally known to me
or produced _____ as identification.

** Bill Bolyan as
President


Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



WITNESSES:

Sheri Carnicella
Print Name: Sheri Carnicella

[Signature]
Print Name: Jonathan [Signature]

“ASSIGNEE”

HANOVER EAGLE POINTE, LLC,
a Florida limited liability company

By: HANOVER LAND COMPANY, LLC,
a Florida limited liability company,
its Manager

By: *[Signature]*
Name: William S. Orosz, Jr.
Title: President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28th day of May, 2014, by William S. Orosz, Jr. as President of HANOVER LAND COMPANY, LLC, a Florida limited liability company, as the Manager of HANOVER EAGLE POINTE, LLC, a Florida limited liability company, on behalf of the company. Said person (check one) is personally known to me or produced _____ as identification.

Peggy Jensen
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

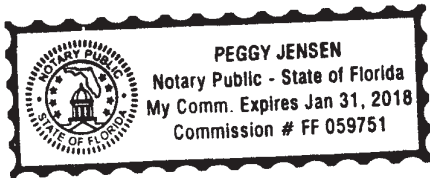


EXHIBIT "A"
(Conveyed Property)

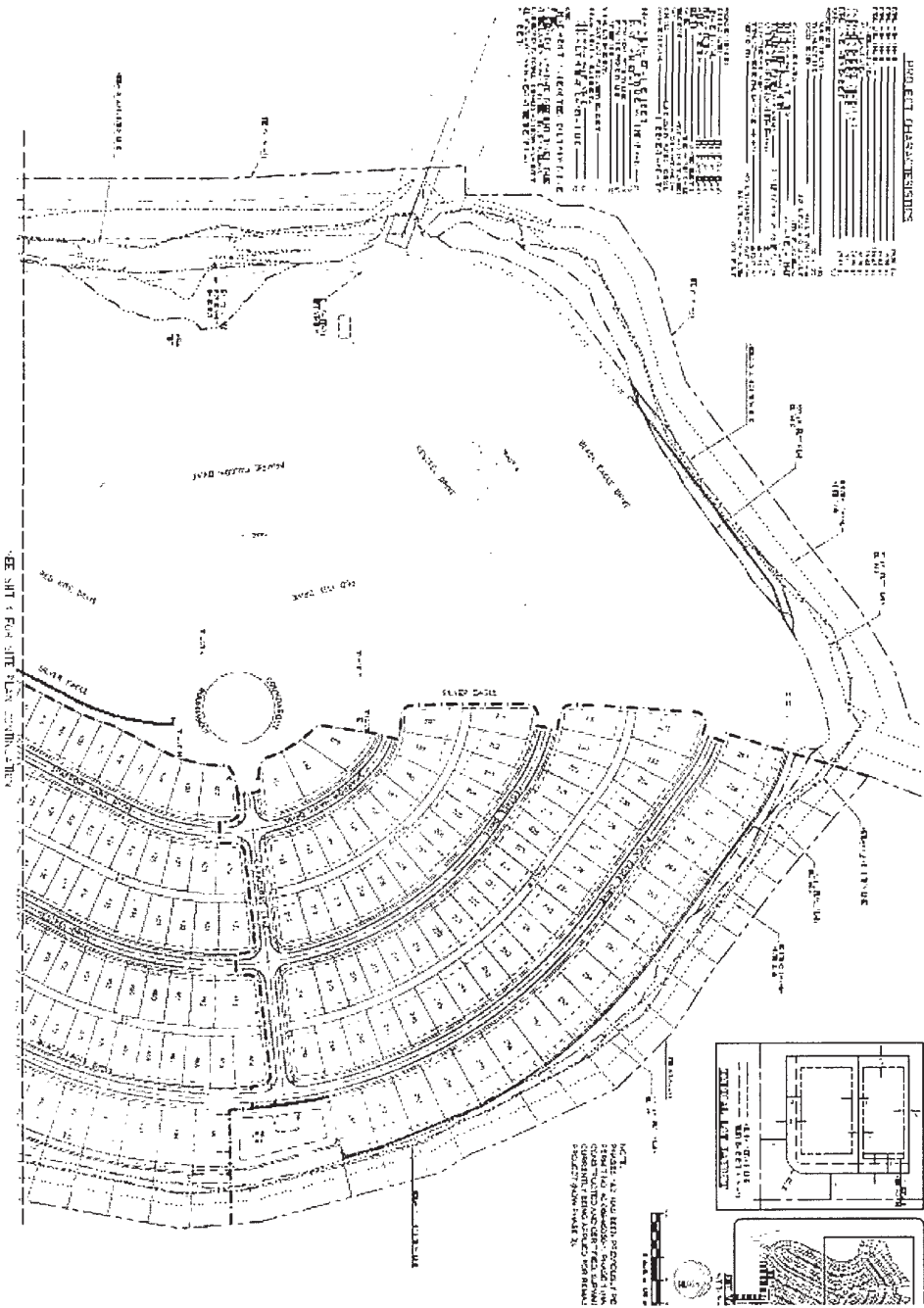
Parcel 1, Plat of Eagle Pointe, Phase I, a Subdivision according to the Plat thereof as recorded in Plat Book 59, Pages 36-42, of the Public Records of Lake County, Florida.

AND

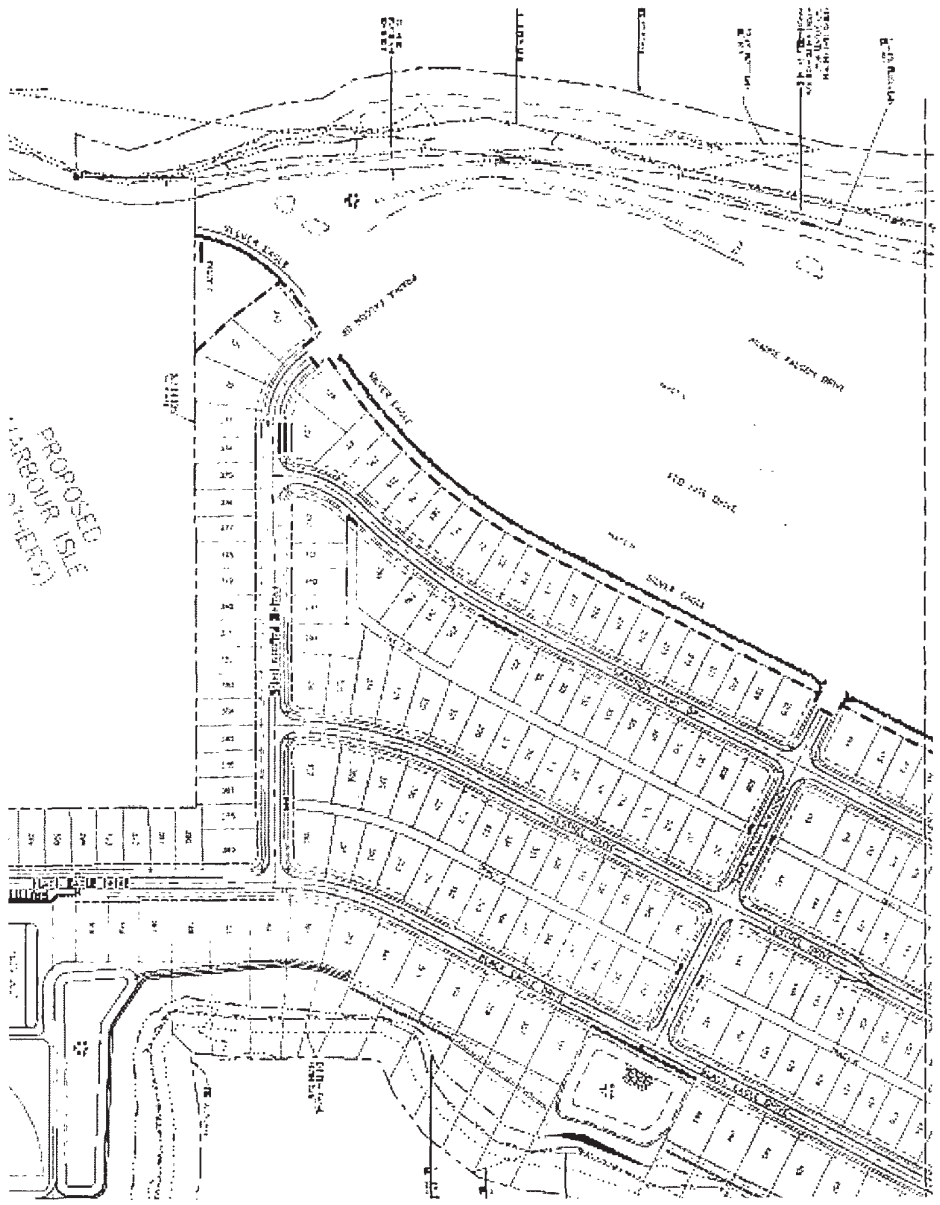
Parcel 3, Plat of Eagle Pointe, Phase I, a Subdivision according to the Plat thereof as recorded in Plat Book 59, Pages 36-42, of the Public Records of Lake County, Florida.

EXHIBIT "B"

Approved form of Site Plan



0291003\158032\1592911



SEE SHEET 9 FOR SITE PLAN CONTINUATION

PROPOSED
HARBOUR ISLE
(SHECO)

0291003\158032\1592911