

THIS INSTRUMENT PREPARED BY:  
Sidney L. Vihlen, III  
Vihlen & Vanadia, P.A.  
Attorneys at Law  
1540 International Parkway, Suite 2000  
Lake Mary, Florida 32746

**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 1<sup>ST</sup> day of May, 2015 (the "Effective Date"), by and between EAGLE POINTE PARTNERS, LLC, a Florida limited liability company, whose address is 7534 Pointe Venezia Drive, Orlando, Florida 32836, (hereinafter referred to as "Assignor") to HANOVER EAGLE POINTE 2, 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 amended by that certain Affidavit in Official Records Book 4173, Page 159, as further amended and supplemented by that certain Supplement to and Partial Assignment of Declarants Rights dated June 12, 2014, and recorded June 23, 2014 in Official Records Book 4492, Page 2240, 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.

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Supplement to and Partial Assignment of Declarant  
Rights under Declaration of Covenants, Conditions  
and Restrictions of Eagle Pointe of Groveland

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***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.

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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.

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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.

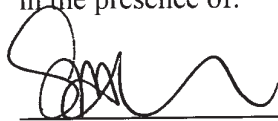
15. Further Assurances. Each of the parties hereto agree that they shall execute and deliver to the other such additional and supplemental documents or further assurances, from time to time as requested, as may be necessary to implement the transactions contemplated pursuant to this Assignment when requested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

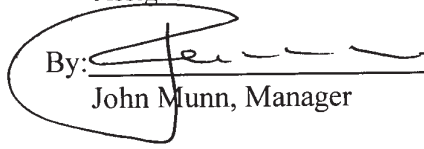
**IN WITNESS WHEREOF**, Assignor, Assignee, and the Association have executed this Assignment as of the Effective Date.

Signed, sealed and delivered  
in the presence of:

EAGLE POINTE PARTNERS, LLC, a  
Florida limited liability company,  
Assignor

  
\_\_\_\_\_

Witness Signature  
Stephanie Munn  
Witness Name Printed

By:   
\_\_\_\_\_

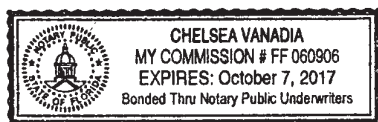
John Munn, Manager

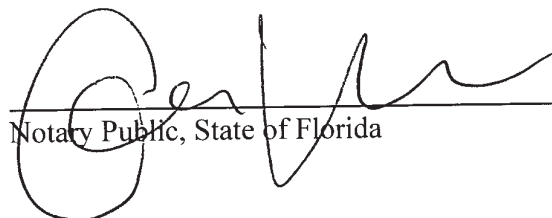
Witness Signature  
Sidney L. Viblett  
Witness Name Printed

STATE OF FLORIDA }  
COUNTY OF Seminole }

The foregoing instrument was acknowledged before me on this 3<sup>rd</sup> day of April, 2015, by John Munn, as Manager of EAGLE POINTE PARTNERS, LLC, a Florida limited liability company, who is personally known to me, or who produced FL Drivers License as identification.

(SEAL)



  
\_\_\_\_\_  
Notary Public, State of Florida

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Supplement to and Partial Assignment of Declarant  
Rights under Declaration of Covenants, Conditions  
and Restrictions of Eagle Pointe of Groveland

Signed, sealed and delivered  
in the presence of:

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

*[Handwritten Signature]*

Witness Signature  
*Stephanie N...*  
Witness Name Printed

Witness Signature  
*Sidney L. V. H...*  
Witness Name Printed

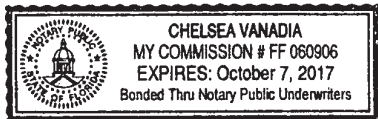
By: *[Handwritten Signature]*  
Name Printed: JOHN MUNN  
Title: TREASURER

STATE OF FLORIDA }  
COUNTY OF Seminole }

The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of April,  
2015, by John Munn, as Treasurer of EAGLE POINTE  
OF GROVELAND HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, ~~who is~~  
~~personally known to me~~, or who produced FL Drivers License as identification.

(SEAL)

*[Handwritten Signature]*  
Notary Public, State of Florida



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Supplement to and Partial Assignment of Declarant  
Rights under Declaration of Covenants, Conditions  
and Restrictions of Eagle Pointe of Groveland

Signed, sealed and delivered  
in the presence of:

HANOVER EAGLE POINTE 2, LLC, a  
Florida limited liability company,  
Assignee

Marie A Benedict

Witness Signature

Marie A Benedict

Witness Name Printed

Caren Bulger

Witness Signature

Caren Bulger

Witness Name Printed

By: William S Orosz, Jr

William S. Orosz, Jr., President

STATE OF FLORIDA }  
COUNTY OF Orange }

The foregoing instrument was acknowledged before me on this 15<sup>th</sup> day of May,  
2015, by William S. Orosz, Jr., as President of HANOVER EAGLE POINTE 2, LLC, a Florida limited  
liability company, who is personally known to me, or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

(SEAL)

Marie A Benedict

Notary Public, State of Florida



MARIE A. BENEDICT  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE155658  
Expires 1/24/2016

**Exhibit "A"****To Supplement to and Partial Assignment of Declarant Rights under Declaration of  
Covenants, Conditions and Restrictions  
Of Eagle Pointe of Groveland****Legal Description of the Conveyed Property**

Parcel 2, 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.

LESS AND EXCEPT:

That certain Warranty Deed (the "Park Parcel") from Charles E. Allison and Vesna F. Allison to the City of Groveland recorded in the Public Records of Lake County, Florida at Official Records Book 4076, Page 1899 and described as:

A portion of Parcel 2, 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, more particularly described as follows:

Commence at the Southeast corner of Tract M, Eagle Pointe Phase I, according to the Plat thereof, as recorded in Plat 59, Pages 36 through 42, inclusive, Public Records of Lake County, Florida; thence run along the Southerly boundary of Parcel 2, said Eagle Pointe, Phase I, the following courses and distances; thence run South 89 degrees 52 minutes 42 seconds East for a distance of 869.58 feet; thence run South 00 degrees 07 minutes 18 seconds West 590.00 feet; thence run South 89 degrees 52 minutes 42 seconds East for a distance of 168.69 feet to the Point of Beginning; thence leaving said Southerly boundary line run North 00 degrees 07 minutes 18 seconds East for a distance of 56.78 feet; thence run North 29 degrees 24 minutes 02 seconds East for a distance of 24.54 feet; thence run North 00 degrees 07 minutes 18 seconds East for a distance of 279.98 feet; thence run South 89 degrees 52 minutes 42 seconds East for a distance of 113.00 feet; thence run South 00 degrees 07 minutes 18 seconds West for a distance of 50.00 feet; thence run South 89 degrees 52 minutes 42 seconds East for a distance of 463.31 feet; thence run North 00 degrees 20 minutes 21 seconds East for a distance of 55.83 feet; thence run North 21 degrees 29 minutes 11 seconds East for a distance of 47.78 feet; thence run North 00 degrees 06 minutes 34 seconds West for a distance of 172.63 feet to the Easterly boundary line of said Parcel 2; thence run along said Easterly and said Southerly line of Parcel 2 the following courses and distances; thence run South 83 degrees 16 minutes 22 seconds East for a distance of 126.25 feet; thence run South 79 degrees 03 minutes 18 seconds East for a distance of 88.88 feet; thence run South 51 degrees 09 minutes 16 seconds East for a distance of 92.44 feet; thence run South 23 degrees 22 minutes 22 seconds East for a distance of 124.11 feet; thence run South 43 degrees 15 minutes 34 seconds East for a distance of 28.77 feet; thence run North 89 degrees 44 minutes 39 seconds West for a distance of 352.41 feet; thence run South 00 degrees 17 minutes 16 seconds West for a distance of 358.16 feet; thence run North 89 degrees 52 minutes 42 seconds West for a distance of 605.85 feet to the Point of Beginning.

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To Exhibit "A" To Supplement to and Partial  
Assignment of Declarant Rights under Declaration  
of Covenants, Conditions and Restrictions of Eagle  
Pointe of Groveland, Legal Description

Together with that certain easement for ingress and egress granted pursuant to that certain Special Warranty Deed from Centennial Bank to the grantor recorded in the Public Records of Lake County, Florida and as described in Exhibit "A" attached to said Warranty Deed recorded in Official Records Book 4076, Page 1899; provided that said easement shall terminate upon the earlier of (1) the recording of a plat providing the above described property with access to a public right of way, or (2) the recording of an easement for ingress and egress providing grantee with an equivalent alternative means of access to the above described property.



### Exhibit "B"

## To Supplement to and Partial Assignment of Declarant Rights under Declaration of Covenants, Conditions and Restrictions Of Eagle Pointe of Groveland

### Preliminary Site Plan

